

ENTERPRISE AGREEMENT

NO. EA 98/217
.....

DATE REGISTERED 30-6-98
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PRICE \$ 118
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/217

TITLE: Wyeth Australia Pty Limited, Smithfield (Fourth Generation) Enterprise Agreement

I.R.C. NO: 98/3509

DATE APPROVED/COMMENCEMENT: Approved 30 June 1998 and commenced 25 February 1998

TERM: Expires 25 February 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 59

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees in the occupations/trades identified and situated at 323 Woodpark Road, Smithfield.

PARTIES: Wyeth Australia Pty Limited -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch; Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Electrical Trades Union of Australia, New South Wales Branch; Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales





WYETH AUSTRALIA PTY LIMITED

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SMITHFIELD

(FOURTH GENERATION)

**ENTERPRISE
AGREEMENT**

1998 - 2001

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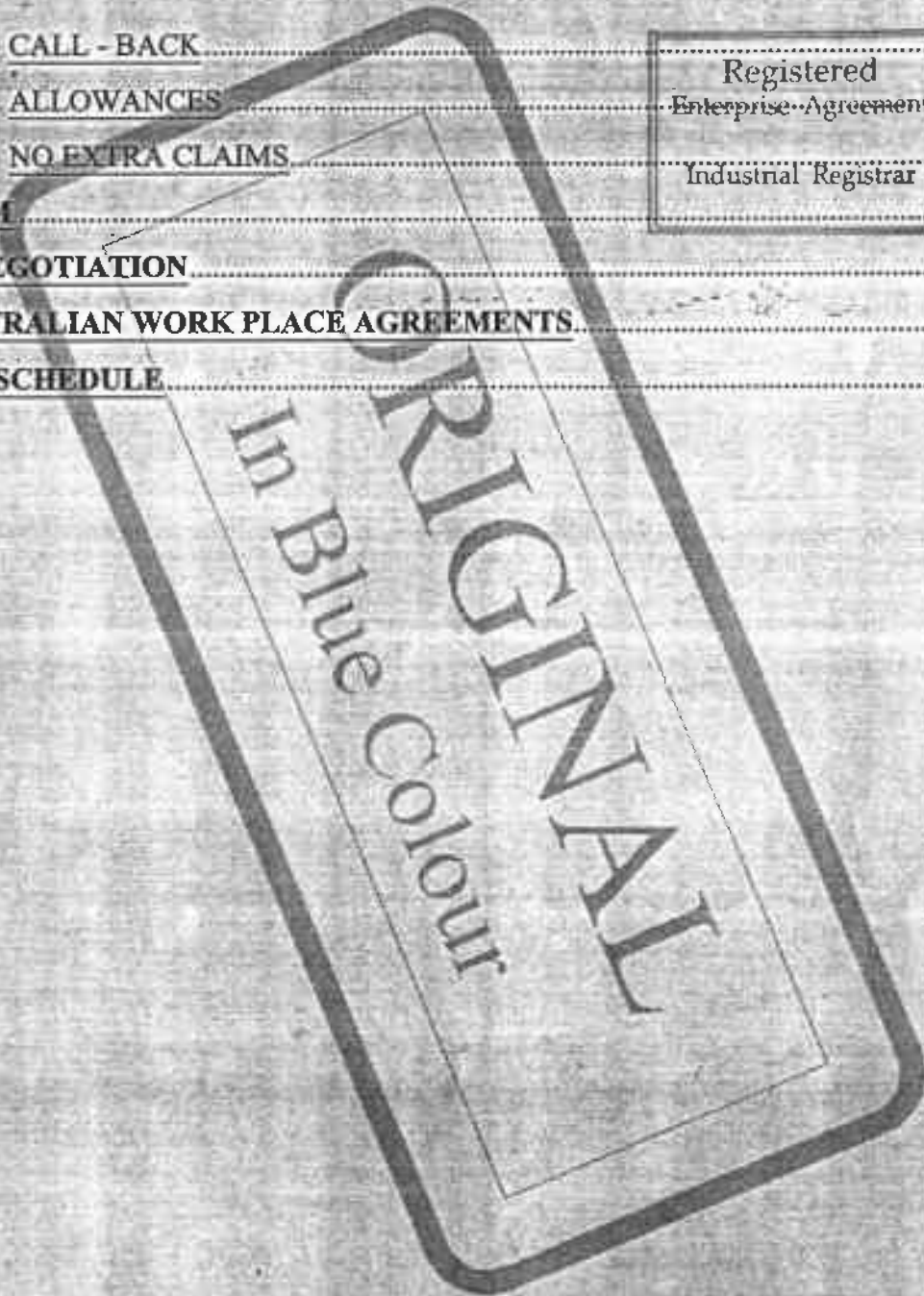
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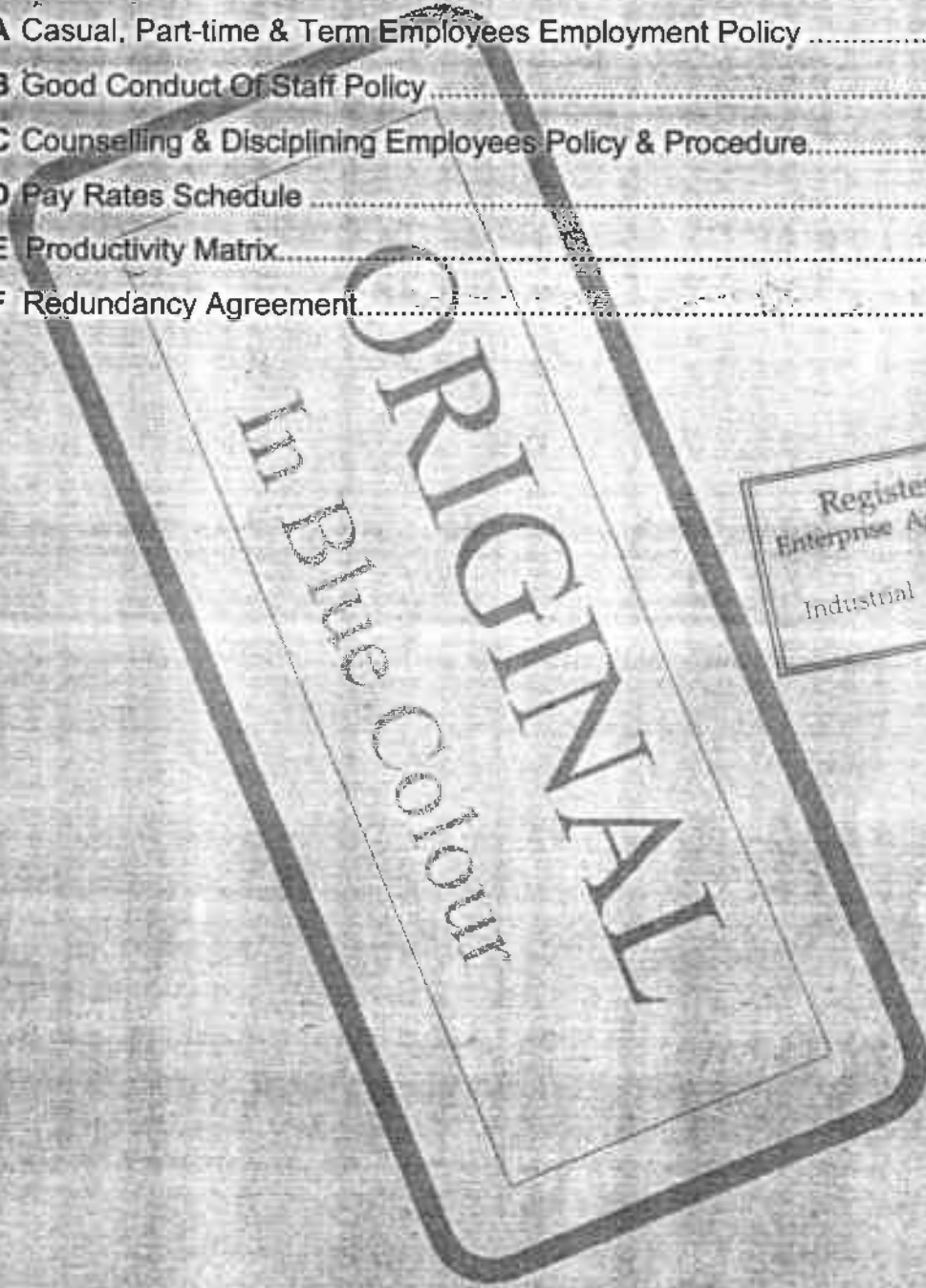
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(A) PARTIES TO THE AGREEMENT

A Fourth Generation Enterprise Agreement, replaces the existing Wyeth Australia Pty Limited 'Smithfield' (Third Generation) Enterprise Agreement (EA 1336/96) and the Wyeth Australia Pty Limited 'Smithfield' Enterprise Agreement (EA 249/93), made in pursuance of the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Section 115-142 of the said Act, entered into between:-

WYETH AUSTRALIA PTY LIMITED
323 Woodpark Road, SMITHFIELD NSW 2164

and

AUSTRALIAN WORKERS'

~~THE AUSTRALIAN AMALGAMATED~~ UNION, NSW Branch;

AUSTRALIAN LIQUOR, HOSPITALITY & MISCELLANEOUS
WORKERS' UNION, NSW Branch;

ELECTRICAL TRADES UNION OF
AUSTRALIA, NSW Branch;

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING &
KINDRED INDUSTRIES UNION, NSW Branch;

SHOP, DISTRIBUTIVE AND ALLIED
EMPLOYEES' ASSOCIATION, NSW Branch.

RAC



It is agreed by the parties as follows:-

TITLE OF AGREEMENT

This Agreement shall be known as the Wyeth Australia Pty Limited, Smithfield, (Fourth Generation) Enterprise Agreement.

(B) INTENTION

This Agreement shall only apply to employees in the occupations/trades identified and situated at 323 Woodpark Road, Smithfield.

(C) DURESS

This Agreement was not entered into under duress by any party to it.

(D) INCIDENCE

The Agreement shall regulate, partially, under the terms and conditions of employment previously regulated by the State Awards:-

DRUG FACTORIES (STATE) AWARD;
ELECTRICIANS, &c. (STATE) AWARD;
METAL AND ENGINEERING INDUSTRY
(NSW) Interim AWARD;
MISCELLANEOUS WORKERS - GENERAL
SERVICES (STATE) AWARD;
WAREHOUSE EMPLOYEES - DRUG (STATE)
AWARD.

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Apart from the clauses specified in this Agreement, all other clauses of the parent awards shall apply.

(E) ENTERPRISE AGREEMENT**INTENT**

The **Wyeth Australia Pty Limited, Smithfield (Fourth Generation) Enterprise Agreement** replaces the existing *Wyeth Australia Pty Limited "Smithfield" (Third Generation) Enterprise Agreement (EA 1336/96)* and the *Wyeth Australia Pty Limited "Smithfield" Enterprise Agreement (EA249/93)*. This provides a single "enterprise focused" agreement.

The intent of these documents is to continue the development of a new culture within the enterprise so management, employees and unions acquire a common understanding and purpose in terms of what is required to achieve recognition as the most customer oriented and efficient Pharmaceutical Manufacturer in New South Wales.

The change to work arrangements Wyeth Australia Pty Limited (WAPL) have implemented reinforce the importance of individual and teamwork contributions to the business. In return the Company has seen a "freeing up" of restrictive work practises throughout its operation.

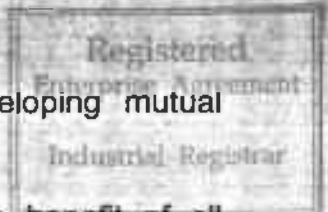
Full flexibility within operational departments is the key to the Company's long-term viability. The improvement of manufacturing performance and therefore ensuring job security for all employees is one of the fundamental concepts of this Agreement.

This new Agreement will continue to ensure all employees have the opportunity to utilise their skills to the fullest. In essence, if an employee is trained and competent to perform certain tasks, the expectation is the work will be done.

This Agreement is vital to the future of the Company and employment security of its employees. It brings the Company and those Unions representing its employees closer together in achieving a common purpose.

In continuing to shape the future we will :

- a) Build more harmonious relationships and goodwill by developing mutual understanding through consultation and co-operation ;
- b) Further the growth and profitability of the Company for the benefit of all stockholders, i.e. customers, employees, shareholders, suppliers, etc ;
- c) Facilitate the introduction of new technology and associated change to enhance the Company's competitive position ;
- d) Establish skill-related career paths which provide an incentive for employees to participate in skill development ;
- e) Advance the working conditions and living standards of employees ;
- f) Provide the basis for continued secure employment into the next century.



1 WORKING ARRANGEMENTS

- 1.1 The site working arrangement is a five (5) day, two-shift operation, incorporating a nine (9) day fortnight.
- 1.2 Under this Agreement, future working arrangements may continue to be altered on a departmental basis consistent with that department's need for operational flexibility.
- 1.3 Changes in working arrangements will be implemented through a process of consultation and agreement with the employees and unions affected.
- 1.4 Hours of work will be determined mutually between the parties, taking due account of the needs of the business and consideration of employee needs and appropriate rostering arrangements, as consistent with ACTU guidelines.
- 1.5 By mutual agreement with employees and the relevant union a shift of up to twelve (12) hours ordinary time may be worked in any department as part of an employee's normal shift arrangements.

- 1.6 All working arrangements previously negotiated and agreed to via Structural Efficiency Principles and/or Productivity And Efficiency Wage Cases will be incorporated into this Agreement, unless altered by the intent of this Agreement.

2 QUALITY

- 2.1 Quality of product and service is an essential emphasis in our operations. New working arrangements emanating from this Agreement will enhance product quality, team work, customer service, productivity and efficiency.
- 2.2 Consistent with the values of "excellence through quality" the parties agree to create and sustain conditions that encourage continuous employee commitment and long term competitiveness.
- 2.3 To emphasise the importance the Company puts upon quality, employee involvement and input will be sought as a contribution toward quality improvement.

3 SAFETY

Safety is an integral part of the Company's business operation. The Company and its employees will be expected to work within the established Company Safety procedures and legislation covered within the N.S.W. Occupational Health And Safety Regulations.

4 CO-OPERATION

- 4.1 The company, employees and unions agree to co-operate in the development of methods which will add value to the business and promote where possible:
- * the health, safety and welfare of employees
 - * efficient operations and outputs
 - * good housekeeping and hygiene
 - * harmonious employee relations
 - * self managed work groups

It is agreed that trials of new work arrangements to test improved ways of production and service need to be held. Employees and management will mutually agree the best methods to conduct these trials and their duration. The objective in introducing self managed work groups will be to provide a more flexible and qualitative approach to the operation of the SMITHFIELD site, ensuring that tasks are undertaken in

the most efficient means. This should be a mutual objective in that it ensures the efficient operation of the SMITHFIELD site. The consultative process will be based upon consensus decision making and may use such mechanisms as Departmental meetings, Delegates meetings, STEPS, Consultative Committees or Special Project groups. Resolution may need to involve the Human Resources Department, Union Officials and/or an independent arbitrator.

- 4.2 The company, employees and unions accept that house-keeping in the employee's immediate work area which is related to the work performed is each employee's responsibility and will be undertaken irrespective of job classification, as and when required.

4.3 **Consultative Committee**

A Consultative Committee has been established for the purpose of consulting and, where possible and consistent with the Committee's constitution, dealing with issues that arise from time to time that impact either directly or indirectly on the employees.

4.3.1 **Composition**

The Consultative Committee will comprise of not more than ten (10) participants with four (4) employer representatives and six (6) employee representatives.

Employer Representatives

To ensure that the Committee operates to its full potential two (2) employer representatives should be senior in position within the operation of the SMITHFIELD site.

Employee Representatives

There will be one (1) representative from the production group, one (1) from manufacturing, two (2) representatives from maintenance (one representative from electrical and one mechanical), one representative from cleaning and one representative from stores/warehouse.

The delegate(s) from each of the nominated areas may become representatives on the committee.

Where no delegate is in one of the nominated areas, an election will be conducted by the union.

4.3.1 **Training Of Representatives**

All representatives of the Consultative Committee will undertake an agreed training programme on the operation of the Committee and their role as members. All training will be paid and conducted during normal working hours. The training is to be provided by Trade Union Training or an agreed provider.

All representatives of the Committee will attend the training which will be conducted within three (3) months of the formation of the Committee.

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4.3.3 Meetings

The Consultative Committee will meet as required with all meetings being held during normal working hours at a time and place mutually convenient to all representatives.

Employee representatives will be given sufficient time to prepare for all Committee meetings to ensure they can adequately discuss and deal with all issues on the agenda.

4.3.4 Constitution

The first task of the Consultative Committee has been to develop an agreed constitution.

The constitution includes, but is not restricted to, the following areas:

- Scope of the Committee's activities
- Role and rights of the representatives on the Committee
- Selection of the chairperson
- Programming of issues on the agenda
- Recording of the minutes
- The use of external people and resources

Changes can only be made by agreement of the Consultative Committee.

5 TRAINING

5.1 Objectives

The parties to this Agreement recognise that internal and external issues affecting the workplace mean that major reform is required in training and career development in order to increase the efficiency, productivity, innovation, safety and competitiveness of the company. This involves developing the skills and competencies of individual employees and the overall skill levels and capacities in the Company as a whole.

Employees and Supervisors will be encouraged to receive and perform training and to pass on work skills and knowledge to each other to enhance consistency and overall departmental performance. Structured training will be carried out within the relevant position classification.

Accordingly, the parties commit themselves to :-

5.1.1 Developing a more highly skilled and flexible workforce.

- 5.1.2 Providing employees with career opportunities and to maintain existing skills and competencies compatible with technological change through appropriate job related training to acquire additional skills.
- 5.1.3 Training participated in by the company will be accredited training consistent with National and Industry Training Standards. Training provisions in current awards will be considered when developing Company specific programmes.
- 5.1.4 Where possible all courses will be accredited. If competency levels require assessment, systems and procedures will be mutually agreed upon to ensure fair and just evaluation.

Employees selected/nominated for training should be those assessed as potentially capable of achieving the appropriate skill and competency level. Training will normally be undertaken during ordinary working hours and will be paid at the appropriate rates. Preference for training will be given to those employees who display acceptable levels of work performance within the following criteria:-

- * Attendance
- * Experience
- * Qualifications
- * Work Performance
- * Teamwork

All things being equal, the most senior person shall be selected, i.e. length of service.

6 CONTRACT OF EMPLOYMENT

- 6.1 All employees covered by this Agreement shall be employed on a weekly basis in accordance with the needs of the business.

Casual or term employees will be utilised where necessary to make up for shortages of labour during specified periods or for peak work loads. Part-time employees eg. General Hands, may be employed to cover standard working arrangements on a permanent basis.

Policy And Procedure A6: Casual, Part-time & Term Employees is attached as Appendix A.

6.1.1 Introductory Period - New Employees

The introductory period for new permanent employees will be a three (3) month probationary period. During this time their performance will be evaluated in accordance with Company procedures. Induction and

required skills training will occur during this period. Should an employee prove to be unsatisfactory during or at the completion of this period, the employee may be terminated, or the probationary period extended. Prior to termination the relevant employee representative will be advised. When a new employee has satisfactorily completed the probation their employment conditions will be calculated from the commencement date of the probation period.

6.1.2 Flexibility

Recognising the requirement to provide flexibility within the workplace, employees may be requested to carry out duties for which they are trained and competent to the extent that the duties are safe, legal and sensible, for the employee to perform. In the case of emergency, troubleshooting, safety or for agreed training purposes staff employees may operate equipment/processes, as per existing arrangements.

The Company may request an employee to carry out such duties as are within the employee's skill, competence and training consistent with the Classification Structure of this Agreement. The only impediment to work being performed shall be skill and competence.

An employee may be requested to carry out such duties and use such tools and equipment as may be required providing the employee has been properly trained to National and Industry Standards in the use of such tools and equipment.

Due to the flexible nature of operational requirements, employees may be required to change shifts, Rostered Day's Off (R.D.O's) and/or sites to meet business demands. The minimum period of notice in these instances will be one (1) week, unless otherwise agreed. Individual circumstances will be considered.

However, notice may be waived by mutual agreement to cover emergency situations which may occur on a day to day basis. In this instance, the Company will provide transport between the sites or reimburse the employee for use of a private motor vehicle, as per Company Policy.

During normal shift changeover, employees will ensure that machinery and equipment continues to operate.

The employees agree to meet emergency situations such as drug/infant formula supply to hospitals in the event of an industrial stoppage.

All employees agree to abide by Company operating procedures, safety, security, performance, quality and skills development initiatives.

Employees agree that they will not place product or plant at risk either microbiologically, chemically or mechanically, in the event of an industrial stoppage.

7 HOURS OF WORK

7.1 Hours of work will be determined mutually between the parties taking due account of the needs of the business, provided that the work arrangement between the Company and the relevant union is based on an average maximum thirty-eight (38) hour week. By mutual agreement normal working hours may exceed eight (8) on any day on a permanent shift basis on normal rates of pay and may exceed thirty-eight (38) hours in any week provided a roster covering a period of time that averages thirty-eight (38) hours per week is given to each employee.

7.1.1 The normal span of hours shall be Monday to Friday, 6AM - 6PM.

7.1.2 Employees will be granted R.D.O's on full pay as per existing departmental arrangements.

7.1.3 Management will allocate RDO's on a twelve (12) monthly basis. However, to ensure changing business demands and production requirements are met supervisors/managers will, where possible, prepare twelve (12) weekly rosters that take into account the different operating demands and constraints within their respective areas.

7.1.4 Employees may accrue a maximum of five (5) R.D.O's following consultation with their respective manager, provided work opportunities are available and/or the majority of employees agree.

7.1.5 Where an employee seeks to accrue R.D.O's, they will be paid ordinary time for working the days they wish to accrue.

7.1.6 Shiftwork - Definitions

Afternoon Shift - means any shift finishing after 6.00PM and at or before midnight.

Night Shift - means any shift finishing subsequent to midnight and at or before 8.00AM.

7.1.7 Wash up times will not be a feature of this Agreement. However, hygiene showers or wash-up after excessively dirty jobs can be taken with the approval of the Department supervisor/manager.

8 LEAVE PROVISIONS

8.1 Sick Leave

Employees may be granted Sick Leave when they are absent from work because:-

- a) they are personally ill or injured;
or
- b) they need to care and support a dependent family member. Refer Clause 8.12.

Employees will notify the Company as soon as possible, preferably before the start of their normal shift or within the span of their normal shift, of their unavailability to attend for work.

8.1.1 Should an employee require counselling regarding their Sick Leave entitlements, the Company may request a Medical Certificate for all Sick Leave claimed. This includes single day absences.

8.1.2 An employee shall not be entitled to paid Sick Leave for any period in respect of which he/she is entitled to Workers Compensation.

8.1.3 Entitlement to Sick Leave will be ascertained by crediting each employee with the following:-

Upon completion of three (3) months service	76 hours
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Upon completion of twelve (12) months service	76 hours
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Upon completion of each additional twelve (12) months service	76 hours
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These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of the Industrial Relations Act 1996, will be taken into account.

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8.1.4 The Company may reorganise existing employees to cover Sick Leave absences, but will not unreasonably withhold 'call-in' labour.

8.1.5 Should employees be on any other period of leave, e.g. Annual Leave, Long Service Leave, periods of Sick Leave will not be additional to the leave being taken.

8.1.6 The sick leave bonus scheme will continue to operate.

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8.2 Annual Leave

Annual Leave shall be in accordance with the Annual Holidays' Act, 1944 and the Company Policy And Procedure relating to Annual Leave.

The leave loading provisions for this Agreement shall be twenty-two and one half percent (22.5%) and shall be paid annually.

Annual Leave shall be taken in consideration of individual department's operating needs, including shutdown periods.

8.3

Shut-down

8.3.1 The Company will normally have an annual shut-down around Christmas time. The period of the shut-down will be determined by management in consideration of business needs.

8.3.2 Notice of planned shut-downs will be given to employees at least three (3) months before the shut-down.

8.3.3 Shut-downs outside the Christmas period may occur dependent upon business needs, eg. equipment installation or building upgrade.

8.3.4 The company may extend to employees, the additional accrual of R.D.O's to cover any shortfall in Annual Leave entitlements as a result of a shut-down.

8.3.5 Maintenance employees will be required to work during shut-downs to carry out preventative maintenance duties, as required.

8.4 Long Service Leave

Refer Long Service Leave Act, 1955.

8.5 Public Holidays

8.5.1 Public Holidays will be those days gazetted within New South Wales.

8.5.2 **Picnic Day.** In addition to gazetted Public Holidays, employees covered under this Agreement will be entitled to an additional day as a Picnic Day. The date of the Picnic Day will be mutually agreed between the company and employees.

8.5.3 An employee who is absent on the working day preceding or succeeding a Public Holiday or Picnic Day shall not be entitled to payment for the day unless a Medical Certificate is presented to the company covering the period of absence or unless prior approval had been given by the company.

8.5.4 An employee required to work on a Public Holiday shall be paid for a minimum of four (4) hours work at double-time and one half. Time worked in excess of normal hours will be paid at treble time.

8.5.5 Payment for Public Holidays will be for time worked on the actual Public Holiday.

8.6 Bereavement Leave

8.6.1 Employees shall be entitled to four (4) days' leave without loss of pay on the death of the employee's spouse, de-facto, same-sex partner, brother, sister, children or parents upon production of the necessary evidence.

8.6.2 Two (2) days' leave without loss of pay will be granted upon the death of the employee's grandmother, grandfather, mother-in-law, father-in-law and grandchildren, upon the production of the necessary evidence.

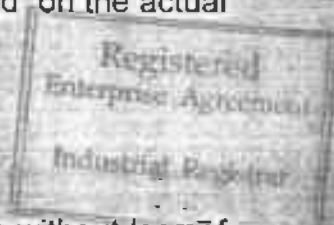
8.6.3 Provided further that an employee shall be entitled to the above provisions on each occasion and on the production of satisfactory evidence, of the death of a relative as defined and where such employee travels outside Australia to attend the funeral.

8.7 Jury Service

8.7.1 An employee shall notify the Company as soon as possible of the date required for attendance at Jury Service.

8.7.2 The employee shall be paid their normal pay rate and their jury fees, for service up to four (4) weeks, upon presentation of evidence of having attended Jury Service.

8.7.3 For Jury Service extending beyond four (4) weeks, the Company will pay the difference between the jury fee and the employee's normal rate of pay.



8.8 Parental Leave

8.8.1 Will be in accordance with the relevant Acts, relating to Maternity, Paternity and Adoption Leave.

8.8.2 Where employees avail themselves of the Leave provisions of this clause, the Company may employ casual or temporary people to cover for the permanent employee's period of leave.

8.9 Military Leave

8.9.1 Leave of absence will be granted to any employee who must fulfill a military training obligation in any one of the Armed Forces Reserve units, of no more than two (2) calendar weeks a year. This does not apply to regular weekly drills, weekend training or other alerts. Such leave of absence will be granted additional to the employee's Annual Leave entitlement.

8.9.2 The employee on temporary Military Leave for training purposes will receive the difference between their military pay and normal regular Company pay for a maximum period of two (2) calendar weeks.

8.10 Repatriation Leave

8.10.1 Ex-service persons shall be allowed as time worked, such time as is necessary to attend Repatriation Centres for Medical examinations and/or treatment provided that the employee produces evidence to the Company that he/she is required to and does attend a Repatriation Centre/Hospital.

8.10.2 Employees required to attend a Repatriation Centre during their ordinary working hours shall be paid by the Company at their normal rate of pay, inclusive of shift loading, if applicable.

8.11 Blood Donor Leave

Where blood donor facilities are made available at the Company's establishment, or at some other nearby place, an employee, who donates blood at such facility during his/her ordinary working hours shall be entitled to one hour's paid leave on each occasion for that purpose provided that, before making payment for such leave, the Company may require satisfactory proof of the employee's blood donation.

8.12 Dependent Care Leave

An employee with responsibilities in relation to their dependent child/children or other members of their immediate family who need their care and support can use either of the following options in consultation with their Supervisor/Manager.

8.12.1 Up to five (5) days, i.e. thirty eight (38) hours, unpaid Dependent Care Leave per year, which is not cumulative;

or

8.12.2 Up to one half of their existing annual Sick Leave allocation.
Refer Clause 8.1

8.12.3 An employee shall not be eligible for Dependent Care Leave unless she/he has had no less than one (1) calendar month continuous service immediately preceding the date upon which the employee is absent on such leave.

8.12.4 Evidence in the form of a birth certificate or adoption papers may be required to confirm dependent relationship.

8.12.5 All absences of more than one (1) day should where possible be supported by a medical certificate.

8.12.6 Should an employee be on any other period of leave, Eg. annual leave, long service leave, parental leave, periods of Dependent Care Leave will not be additional to the leave being taken.

8.12.7 The conversion of unpaid Dependent Care Leave to paid Sick Leave will not impact upon the Sick Leave Bonus unless it extends beyond five (5) days in total (paid or unpaid).

8.12.8 Notice of the intention to take Dependent Care Leave, the name of the child/children or dependent within immediate family and their relationship, reasons for such leave and the estimated period of absence should be given to the relevant Supervisor/Manager as soon as is practicable prior to the leave being taken. If it is not possible to notify prior to the actual leave being taken, an employee should notify their Supervisor/Manager preferably before the start of their normal shift or within the shift.

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9 SEPARATION OF EMPLOYMENT

9.1 Termination

9.1.1 General

The termination by the Company of the service of an employee is regarded as a serious matter by the Company and should only occur after a review is made by the relevant Manager(s) of the incidents that have led to this action. This is to ensure that all facts have been collected and termination can be deemed as fair.

No Supervisor/Manager is permitted to terminate the services of an employee without consultation with the Human Resources Director/Manager, and approval by the Department Director/Manager.

9.1.2 Notice Of Termination

Except in the case of misconduct, when employment may be terminated without notice, the employment of any employee may be terminated by one (1) week's notice on either side or by the payment or forfeiture, as the case may be, of one (1) week's wages in lieu of such notice.

In the case of misconduct, it is preferable that the services of an employee be terminated without notice, subject to payment of wages in lieu of notice (if applicable). Misconduct includes; gross negligence, incompetence, refusal of lawful duty, fighting on the premises, misappropriation of Company or personal property, sabotage, and breach of Occupational Health And Safety Regulations.

Refer Company Policy And Procedure: Good Conduct Of Staff: G4, which is attached as Appendix B.

9.2 Security Of Employment

The Company recognises the need for job security and continuity of employment is a key objective of this Agreement and Company strategy. This Agreement, in itself, will not lead to forced redundancies.

9.3 Abandonment Of Employment

Employees who absent themselves from work for five (5) consecutive working days without notifying their supervisor, manager or Human Resources manager of the reason for their absence will be deemed to have abandoned their employment.



10 COUNSELLING AND DISCIPLINING EMPLOYEES

Company Policy And Procedure G11 'Counselling and Disciplining Employees' is designed to encourage and improve work performance. The procedure prescribes steps for giving guidance, and in appropriate cases, taking disciplinary action.

10.1 Procedure

The procedure will be carried out using the following steps:

- (a) Step 1 Counselling (Verbal warning)
- (b) Step 2 Written Warning
- (c) Step 3 Final Warning
- (d) Step 4 Termination

Refer Company Policy And Procedure: Counselling & Disciplining Employees: G11, which is attached as Appendix C.

11 UNION RELATIONSHIPS

11.1 Union Organisers

11.1.1 The company shall allow an official of the Union to enter its establishment during working hours for the purpose of interviewing members of the union. Unions will provide twenty four (24) hours notice of attendance if management personnel are required to be available during the union official's attendance.

11.1.2 The representative shall not unduly interfere with the working of the establishment, and whilst on company premises will conduct him/herself in a manner consistent with standard Company Policies And Procedures.

11.1.3 If there is a need to enter a workplace area, approval must be sought from the relevant department manager, before such entry is made.

11.1.4 The company recognises the right of union officials to enter the site at any time without notice to inspect any alleged breach of the occupational health and safety act.

11.2 Union Delegates

11.2.1 The company recognises the right of duly elected union delegates to represent employees on matters pertaining to grievances and other issues relating to this agreement.

11.2.2 Before a delegate/co-delegate moves away from his/her own area of work on union business, they must first obtain the permission of their supervisor or manager. An indication of time away will assist the permission process.

11.2.3 Similarly when he/she wishes to talk or meet with other supervisors/managers on union business he/she should first seek approval from his/her supervisor/manager before making such an arrangement.

11.2.4 A delegate/co-delegate should not enter any other work area on the site on union business unless he/she first notifies the relevant supervisor/manager of that area.

11.2.5 A supervisor/manager will not unreasonably withhold permission for a delegate/co-delegate to attend to bona fide union matters or issues affecting the legitimate interests of union members.

11.2.6 In the same spirit, accredited delegates/co-delegates should observe the above procedures and recognise the need to balance their absence from the job on union business with the requirements for reasonable work performance. In the majority of cases there should be no need for more than two (2) Delegates to be away from their work area at any one time.

11.2.7 Should a delegate or co-delegate be absent from work and a union matter arises that requires immediate attention, a proxy union member may accompany the delegate or co-delegate after seeking approval from their supervisor/manager. Proxy members are not elected delegates and should only be used in urgent situations. This does not include delegates meetings.

11.3 Trade Union Training Courses/Meetings

11.3.1 The company will favourably consider applications by recognised delegates to attend Trade Union Training and Trade Union Delegates' Meetings on the company's time subject to prior agreement with the Human Resources Department and the relevant union.

11.3.2 For the purpose of this clause approved Trade Union Training leave will be three (3) days with pay each calendar year, non cumulative, per delegate. (Maximum of two (2) delegates at any one time).

11.3.3 The parties agree that they will not unreasonably withhold delegates from attending or press for release of delegates, in difficult times.

12 EMPLOYEE MEETINGS

- 12.1 The company recognises that employees may need to have meetings from time to time to discuss company and union issues.
- 12.2 The company will decide payment or non-payment of additional meetings depending upon the issue. In every instance the employee representative will confer with the Company Human Resources Manager or Plant Manager prior to the meeting regarding the need and reason for the meeting and ascertain whether the meeting will be paid.

13 WORKERS' COMPENSATION

Refer Workers' Compensation Act, 1987.

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14 RATES AND PAYMENT OF WAGES

- 14.1 Wages will be paid fortnightly by Electronic Funds Transfer.
- 14.2 Normal weekly wages will be based upon a maximum thirty-eight (38) hour week. The hourly overtime rate will be based upon the agreed working hours.
- 14.3 On the day of the payment of monies, the company shall make available to each employee a statement covering pay details including overtime and deductions made indicating the net amount paid.
- 14.4 Wages shall be calculated in accordance with the usual pay period, unless varied by agreement between employees and the employer.
- 14.5 Shift loading will be paid at the following rates:-

Afternoon Shift	15%
Night Shift	30%

Where such shifts commence between 11.00PM and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to a Sunday shift or holiday rate.

- 14.6 **Actual pay rates expressed in the *Pay Rates Schedule as 'Appendix D'* reflect a (4%) per cent wage increase for each year of the agreement.**

This quantum of pay increase will be a feature of this agreement each year for its full term. It will form the base increase. At the completion of each year any payment delivered by the Performance Matrix will be discounted by four percent (4%) and paid as a bonus.

14.7 During the life of the Agreement the parties to the Agreement commit themselves to strive to achieve the following key performance indicators.

◆ **Sick Leave**

It is acknowledged by both parties that 36 hours per employee per annum was reached during the life of the previous Agreement (1996/97). It is agreed that there are cases of genuine long term illness and these will be identified at the monthly review meetings. The goal of both parties is to strive to achieve to reduce the level of sick leave to 40 hours per employee per annum.

◆ **Lost Time Injuries**

The parties agree to commit themselves to seek to eliminate accidents and the lost time that occurs with them. The safety frequency rate in the 1996/97 Agreement was 5.44.

The goal of both parties will be aimed at a zero level of lost time due to accidents.

◆ **Wage Increases**

1. 4% per cent wage increase; 25th February, 1998
2. 4% per cent wage increase; 25th February, 1999
3. 4% per cent wage increase; 25th February, 2000

If during the life of the Agreement if either of the parties believe the commitments given are not being maintained the parties will first consult, in the event they still believe the commitments are not being maintained they may take the matter to the New South Wales Industrial Commission.

14.8 During the life of the Agreement the parties to the Agreement commit themselves to continue to measure productivity and efficiency. The timing of future pay increases and the amount of these increases will be determined at the Enterprise, based upon productivity and efficiency measures as mutually agreed by the parties.

14.8.1 During the life of the Enterprise Agreement it was mutually agreed that a Productivity and Efficiency Matrix would be introduced comprising three (3) employee representatives and three (3) employer representatives. This matrix, as above in clause 14.8, comprises the mechanism by which bonus payments, based upon productivity and efficiency measures are determined. A review of the matrix and payment based on the result at that time will occur at twelve (12) month intervals as mutually agreed by the committee. Various indices have been utilised to measure results of the overall Matrix, and include, but not limited to, items as below:

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- * packaging waste reduction
- * absenteeism
- * safety
- * productivity
- * quality

The format of the Productivity and Efficiency Matrix is attached as Appendix E.

14.9 Apprentices and Australian Trainees are paid as a percentage of the applicable base rate in accordance with the relevant classification and wage rates of this Agreement.

15 WORK CLOTHING

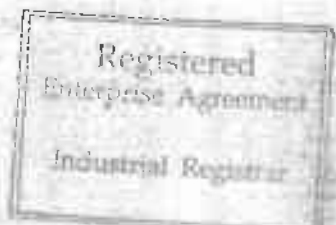
- 15.1 Work clothing/uniforms which is suitable for the work to be performed, will be provided and laundered at the expense of the company. Employees attending for work must wear the issued uniforms in a clean and tidy manner.
- 15.2 Uniform entitlements will remain as per established practice. However, the company may alter or modify existing uniforms after consultation with the employees.

16 STANDING DOWN OF EMPLOYEES

In the event of a stoppage of work through any cause outside the company's control, the contract of employment will be continued, however, the company's liability for payment shall be suspended for the duration of the stoppage of work, provided that two (2) working days' notice shall be given to employees and their union prior to the suspension.

17 CONTRACTORS

- 17.1 The bulk of plant work will continue to be carried out by full-time employees. However, contract labour may be used to supplement existing labour to cover:-
 - (a) Peaks in maintenance activities
Eg maintenance shutdowns
equipment overhauls
modification projects



- (b) Temporary employment requirements
 - Eg annual leave
 - long service leave
 - sick leave
 - unusual absenteeism
 - call-in - should Wyeth employees be unable to be located.
 - fluctuations in workload

- (c) Capital project work
 - Eg building alterations
 - installation of additional plant and equipment
 - process modifications
 - i.e. an additional load that fluctuates. Wyeth does not carry staff to handle this.

- (d) Specialised applications - i.e. skills, knowledge, experience or expertise not employed by Wyeth.
 - Eg Plumbers
 - Gasfitters
 - Electronics technicians
 - Laggers
 - Carpet cleaners
 - Refrigeration/Air Conditioning/Ventilation work
 - Air compressors
 - Public authorities

- (e) Service contracts
 - Eg Instrumentation
 - Forklift trucks
 - Fire systems
 - Fire doors
 - Window/building cleaning
 - Grounds maintenance
 - Boiler services
 - Air conditioning
 - Air compressors
 - Pest control
 - Micro processors
 - Office/Laboratory/Canteen equipment
 - Telephone

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The above are examples, the nature and range of the business is so vast that all specific applications can not be covered.

Warranty work associated with equipment or processes will be the responsibility of the supplier.

In these instances, employees will co-operate with, and assist the contractors in a manner consistent with normal Company Policies And Procedures.

The Company will continue to consult with employees in respective areas on the use of Contract Labour.

- 17.2. It is not the intention to reduce employee involvement or to remove opportunities to gain additional skills by the use of contractors, however, every job will be assessed based on the costs involved and workload on Wyeth employees.
- 17.3 Maintenance staff will normally be involved in the commissioning of new equipment to become familiar with its' operation and maintenance.
- 17.4 Contractors may be required to work on site out of normal hours, as necessary.
- 17.5 All contractors will be subject to the WAPL Safety Rules, Performance Standards, Standard Operating Procedures, and Regulations. Failure to comply may mean expulsion from the Site.

18 **GRIEVANCE PROCEDURE**

The objectives of this procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discretion to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

- 18.1 Work shall continue normally in accordance with the terms of this Agreement while grievances are being discussed.
- 18.2 All matters in dispute between the company and one (1) or more of its' employees shall be referred to the first line supervisor/manager of the department concerned. The employee, may upon request, be represented by a union delegate.
- 18.3 During the next two (2) working days, the supervisor/manager shall respond to the employee(s) concerned.
- 18.4 In the event of failure to resolve the grievance, the employee(s) or union delegate shall refer the matter to the Senior Department Manager concerned, to the Human Resources Manager.
- 18.5 Should the dispute still remain unresolved, an official of the union and the delegate will confer with the company representatives. By agreement of the parties, an independent arbitrator may be used to try and resolve the dispute.

- 18.6 The parties concerned at each level shall make every attempt to quickly and satisfactorily settle the matter or, where necessary, refer the grievance upward with minimum delay. All parties should also respect individual or group confidentiality at all stages of the procedure.
- 18.7 If the above procedure has not resolved the dispute, the dispute may be referred by either party to the New South Wales Industrial Commission in accordance with the Industrial Relations Act 1996. The decision of the Arbitration will be binding on all parties. The right of appeal is still available both parties.
- 18.8 If the dispute is not resolved by the process or by the procedure set out in clause 18.1 to 18.6, the unions must notify the company of any proposed or threatened industrial action that may affect operations of the company and the unions agree that before any such industrial action takes place, they will apply a cooling off period of seventy two (72) hours (including weekends and public holidays).

This procedure has been accepted by the company, employees and unions in recognition of the fact that a major purpose of the Agreement is to eliminate industrial disputation and ensure continuity of operations.

During the discussions the status quo shall remain and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute. However, in cases of misconduct an employee may be suspended with pay whilst the matter is in dispute.

19 MEAL BREAKS

- 19.1 An employee shall not be required to work for more than five (5) hours without a break for a meal except by mutual agreement between the company and employee or majority of employees in the department.
- 19.2 The time of taking a scheduled meal or rest break by one or more employees may be altered by the company to ensure continuity of operations/manufacture, providing notice is given.
- 19.3 An employee involved in the maintenance of plant or engaged in repairing a breakdown may be asked to work through their meal break until the plant is operational; provided of course this does not exceed the bounds of reason.
- 19.4 All employees are entitled to an unpaid meal period of not less than thirty (30) minutes, once during their normal shift time. A shift worker shall instead be allowed a minimum of one (1) twenty (20) minute crib break on each shift, at normal rates.

19.5 Each employee shall be allowed a paid rest pause of fifteen (15) minutes in the morning, and may be rostered within departments ensuring continuity of operations.

19.6 Personal breaks will be honoured as per existing department arrangements and shall be taken at such times as mutually agreed between the employees and the company, and may be staggered to suit the particular work requirements of each section so that full production levels are maintained.

20 OVERTIME

20.1 **Site Standard** for overtime is as follows:

All time worked outside the ordinary hours of work prescribed by Clause 7 "Hours Of Work" shall be overtime and will be calculated at double time. In agreeing to this Meal Allowances will not be paid.

20.1.1 For each two (2) hours overtime worked, a Crib Break of ten (10) minutes will be paid.

20.1.2 The Company and an employee may agree to any variation of provision 20.1.1 to meet the circumstances of work at the time.

20.1.3 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the business.

20.2 **Rest Period After Overtime**

20.2.1 Any employee required to work overtime after their normal shift shall be entitled to a ten (10) hour Rest Period prior to commencement of work on the following day.

20.2.2 If the full ten (10) hour Rest Period is taken the employee shall be paid at ordinary rates for normal working hours falling within the Rest Period, even though not worked.

20.2.3 Should an employee resume or continue work without having had such a Rest Period they shall be entitled to overtime rates until such time as released.

20.3 **Transport After Overtime**

Where employees after having worked overtime, or a shift for which they have not been regularly rostered, finish work at a time when reasonable means of transport are not available, the company shall provide them

with conveyance or pay the cost of such conveyance to reach a point where reasonable means of transport are available, or if no such transport is available, to their home.

21 CALL - BACK

- 21.1 An employee recalled to work overtime after leaving the company's premises shall be paid for a minimum of four (4) hours at the appropriate overtime rate, or as required.
- 21.2 Overtime worked in the circumstances of a Call-Back shall not be regarded as overtime for the purpose of Sub-Clause 20.2, Rest Period After Overtime, when actual time worked is less than three (3) hours.
- 21.3 The company shall pay an employee a motor vehicle allowance, as per Company Policy, as compensation for expenses where the employee is re-called to work overtime, after leaving the company premises.

22 ALLOWANCES

- 22.1 The payment of individual allowances will not be a feature of this Agreement.
- 22.2 All allowances have been rolled into an all-purpose rate for new position classifications, excepting the First Aid and Motor Vehicle allowance.
- In accepting this, the Unions agree that there will be no claims for allowances for the life of this Agreement.

23 NO EXTRA CLAIMS

It is a term of this Agreement that the unions party to this Agreement undertake that for the duration of the Agreement they will not pursue any extra claims, except where consistent with Productivity And Efficiency principles, as defined by National and/or State Wage decision.

(F) TERM

This Agreement shall operate on and from the first full pay period to commence on or after the 25 February, 1998 and shall remain in force until the 25th February, 2001.

(G) RENEGOTIATION

The company, the employees and the unions representing those employees commit themselves to commence re-negotiation in good faith, of the Agreement at least six (6) months prior to the expiry of this Agreement.

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(H) AUSTRALIAN WORKPLACE AGREEMENTS

The various unions and the company have agreed that during the life of this agreement the company will not negotiate Australian Workplace Agreements under the Federal Workplace Relations Act, 1996.

(I) THE SCHEDULE

SIGNED for and on behalf of **WYETH AUSTRALIA PTY LIMITED** in the presence of:

G. Giblin 5/6/98
.....
G. Giblin
Technical Director

J. McGregor 5/6/98
.....
J. McGregor
Human Resources Director



SIGNED for and on behalf of the **SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION, NSW Branch** in the presence of:-

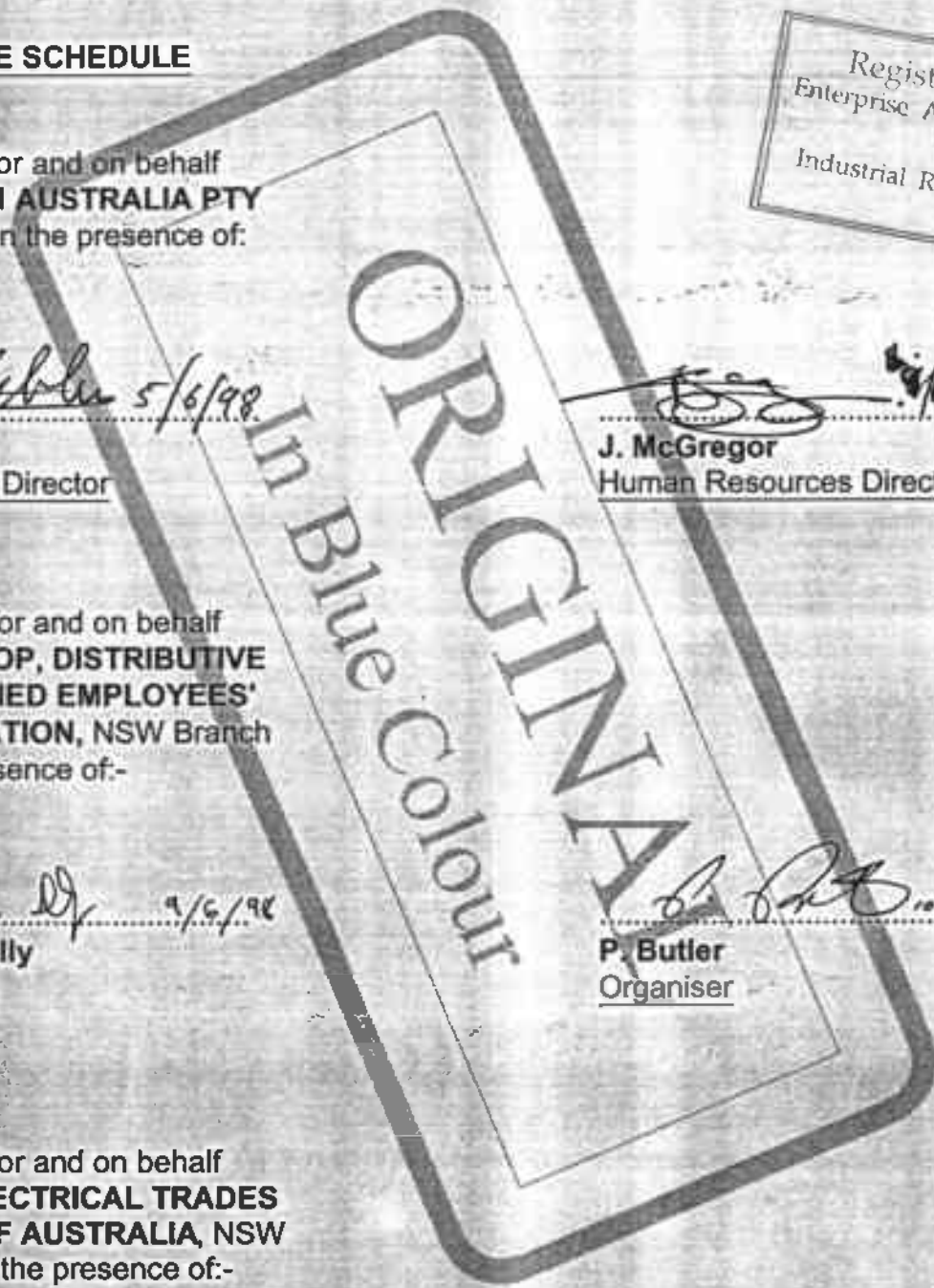
G. Donnelly 9/6/98
.....
G. Donnelly
Secretary

P. Butler 10.6.98
.....
P. Butler
Organiser

SIGNED for and on behalf of the **ELECTRICAL TRADES UNION OF AUSTRALIA, NSW Branch** in the presence of:-

B. Riordan 11.6.98
.....
B. Riordan
Secretary

S. Robinson 11.6.98
.....
S. Robinson
Organiser



SIGNED for and on behalf
of the **AUSTRALIAN LIQUOR,
HOSPITALITY & MISCELLANEOUS
WORKERS' UNION, NSW Branch**
in the presence of:-

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C. Raper
.....
C. Raper
Secretary 11.6.98

J. Roser
.....
~~P. Travers~~ **J. Roser**
Organiser President 11.6.98

SIGNED for and on behalf
of the **AUTOMOTIVE, FOOD, METALS
ENGINEERING, PRINTING & KINDRED
INDUSTRIES UNION, NSW Branch,**
in the presence of:-

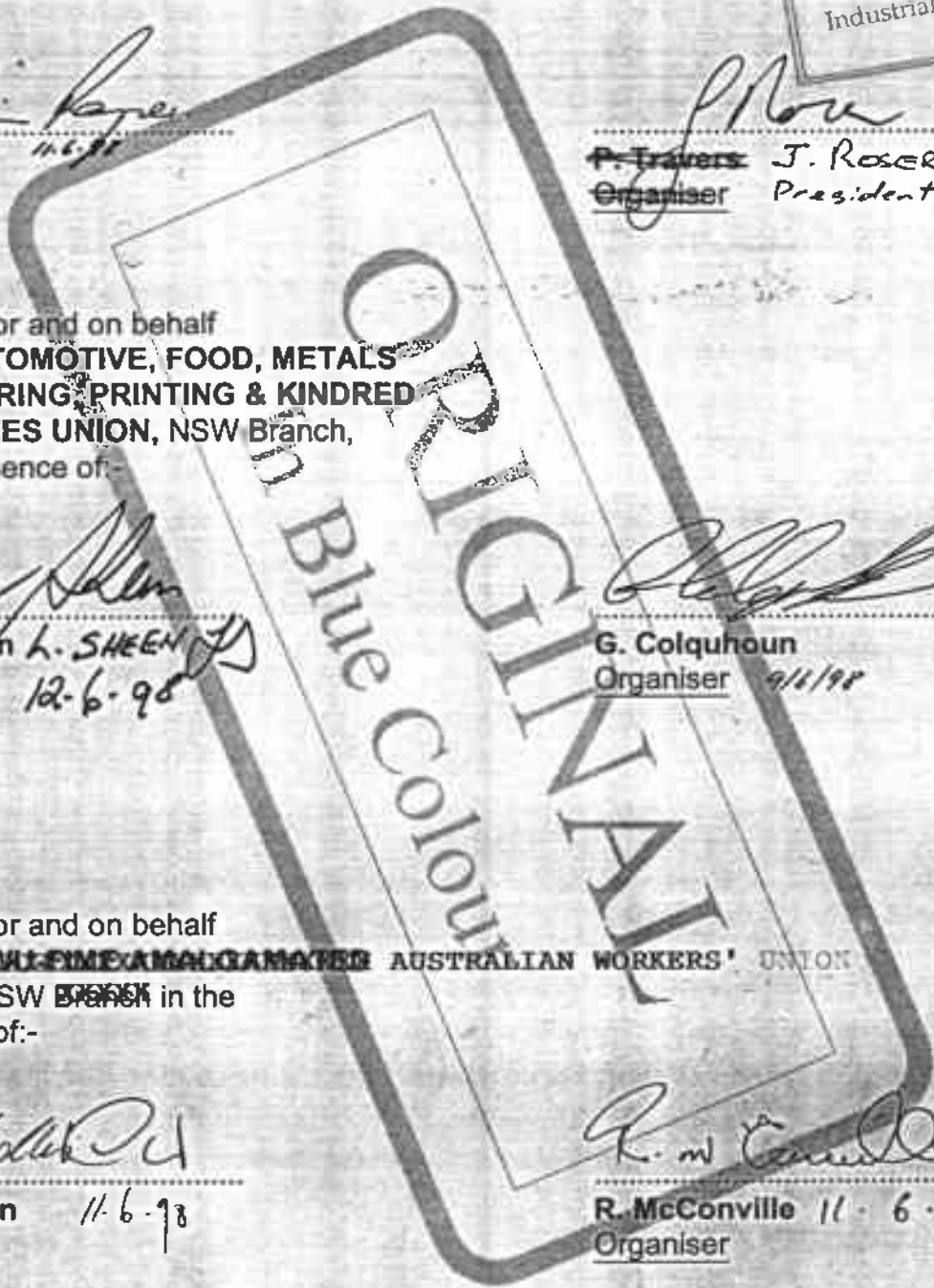
P. Bastien
.....
P. Bastien *L. SHEEN*
Assistant Secretary 12.6.98

G. Colquhoun
.....
G. Colquhoun
Organiser 9/6/98

SIGNED for and on behalf
of ~~THE AWU-FINE AMALGAMATED~~ **AUSTRALIAN WORKERS' UNION**
~~UNION, NSW Branch~~ in the
presence of:-

R. Collison
.....
R. Collison
Secretary 11.6.98

R. McConville
.....
R. McConville
Organiser 11.6.98



APPENDIX A

Registered
Enterprise Agreement
Industrial Registrar

In Blue Colour
ORIGINAL

WYETH AUSTRALIA PTY LIMITED

A6

Casual, Part-Time & Term Employees
Employment PolicyPolicy and Procedure
Page 1 of 3
Effective 16 July 1992
Issue 3 - Updated 11.04.94CASUAL, PART-TIME & TERM EMPLOYEES
EMPLOYMENT POLICY**1.0 GENERAL**

- 1.1 It is the intention of the Company to, where possible, engage employees on a permanent basis. However, due to production/work demands or other planned or unplanned business factors, it may be necessary to engage people on a casual, part-time or term basis. Such engagements will be subject to the conditions outlined below.

2.0 DEFINITIONS

- 2.1 A 'casual' employee is one who is engaged on an hourly basis when required and who is paid as such.
- 2.2 A 'part-time' employee is one who is engaged by the week, to work on a part-time basis for a constant number of hours which average less than thirty eight (38) hours per week.
- 2.3 A 'term' employee is one who is engaged on a temporary basis, for a fixed contract of employment and who normally works the ordinary span of hours within a department.

3.0 POLICY**3.1 CASUAL EMPLOYEES**

Because of the nature of their engagement, casual employees do not attract sick leave, annual holidays or long service leave entitlements. Casual employees are paid ordinary time per hour at 1/38th of the weekly agreement wage plus 20%. Casual employees are entitled to overtime only after completing their daily standard hours or thirty eight (38) hours in any week.

3.2 PART-TIME EMPLOYEES

Part-time employees are paid ordinary time per hour 1/38th of the weekly agreement rate and shall accrue cumulative benefits such as annual, sick and long service leave on a proportional or pro-rata basis. Work in excess of the employees' agreed standard hours of work per week will be paid at the appropriate overtime rate.

Where an employee has a permanent part-time contract of employment, work in excess of the employee's standard hours on any day or their standard weekly hours will be paid at overtime rates OR accrued as flexitime to be taken in agreement with their Manager and paid at ordinary time.

Part-time employees are eligible to join the Company Superannuation fund as a non-contributory member.

3.3 TERM EMPLOYEES

Term employees are paid the weekly agreement rate and shall accrue cumulative benefits such as annual, sick and long service leave on a pro-rata basis.

It is Company policy that the maximum engagement of a term employee be six (6) months. However, an extension may be considered, after consultation with the Human Resources Department. Generally, extensions will only be approved for the purpose of covering parental leave, or long service leave absences or for meeting unforeseen production/work demands.

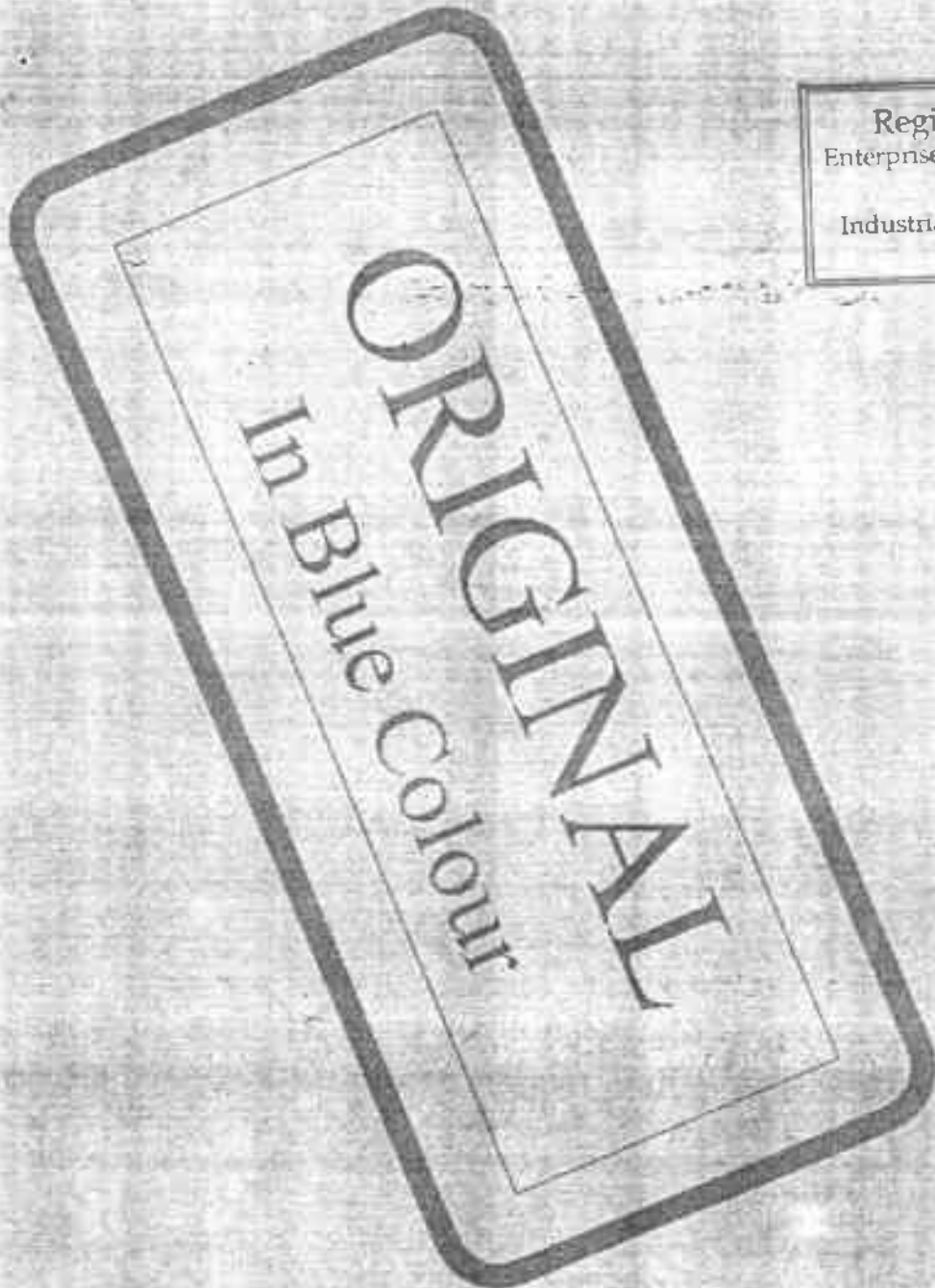
It is the responsibility of the manager/supervisor to justify extending a term beyond the maximum period; or to justify granting a term employee permanent appointment.

Appointment can only be made with Director approval and following consultation with the Human Resources Department. Service in a casual, part-time or term capacity does not guarantee permanent appointment.

3.4 SUPERANNUATION

All casual and term employees are not eligible for membership of the Company Superannuation fund. The superannuation levy is paid into another complying Superannuation fund.

APPENDIX B



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WYETH AUSTRALIA PTY LIMITED



G4

Good Conduct of Staff

Policy and Procedure
Page 1 of 3
Effective: 18 November 1991
Issue 4 - Updated 29.08.94

1.0 GENERAL

- 1.1 At Wyeth we believe that the best working conditions prevail where the safety, security and productivity of employees are protected by the consideration employees demonstrate for themselves, their fellow employees and their employers.
- 1.2 To clarify the conduct code that Wyeth expects to be practised, a series of guidelines have been compiled for all employees to conform to:

2.0 CODE OR RULES

The following behaviours will not be tolerated:-

- 2.1 To provoke, start or participate in fights involving verbal/physical violence.
- 2.2 To remove any property, goods or equipment, that is not a personal belonging from company premises without authorisation.
- 2.3 To wilfully make false declarations on application forms for the purpose of securing employment.
- 2.4 To attend work in an intoxicated or drugged condition or to possess, bring or consume alcohol or drugs anywhere on company premises. In some circumstances the consumption of alcohol may be sanctioned.
- 2.5 To perform wilful and malicious acts resulting in damage or destruction of company or personal property.
- 2.6 To accept a bribe or attempt to bribe a fellow employee, a company supplier, a Public Officer, a Supervisor or Manager of the Company.

- 2.7 To smoke or carry lighted smoking materials in areas where smoking is prohibited. (Refer Occupational Health & Safety Policy A2)
- 2.8 To be convicted of a misdemeanour or other serious violation of the law which brings the company into disrepute or affects the performance of the job.
- 2.9 To refuse to comply with reasonable orders of supervision.
- 2.10 To make threatening and/or obscene phone calls.
- 2.11 To take or consume food or drink in areas where foodstuffs are prohibited.
- 2.12 To wilfully disobey any Safety Policy or Instruction, any Standard Operating Procedure or Company Policy.
- 2.13 To knowingly make false declarations on Exception Reports on behalf of another employee or yourself.
- 2.14 To make any statement or release information in relation to Company affairs or products, whether written or verbal, to any media group without the prior approval of the Managing Director.
- 2.15 To behave in a way that threatens, harasses or defames another employee. (Refer A7:EEO Policy).

3.0 NON-ADHERENCE TO POLICY

- 3.1 A violation of one of these codes constitutes serious misconduct and will be subject to disciplinary action, which may result in termination of employment.
- 3.2 In circumstances involving apparent violation of the law, the advice and assistance of the Police shall be sought.

4.0 RESPONSIBILITY

- 4.1 It will be the responsibilities of all Supervisors and Managers to ensure that these guidelines are properly observed, as breaches can have a serious effect on the rights of fellow employees or on the company.
- 4.2 It will be the responsibility of employees to adhere to these guidelines and to respect the rights of fellow employees and the Company at all times.

APPENDIX C

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WYETH AUSTRALIA PTY LIMITED

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G11

<p>Counselling and Disciplining Employees Policy & Procedure</p>	<p>Policy and Procedures Page 1 of 3 Effective: 17 February 1992</p>
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1.0 OBJECTIVES

- 1.1 To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.
- 1.2 To encourage and improve employee work performance and conduct by ensuring that every consideration has been given to correcting unsatisfactory performance or conduct.

2.0 DEFINITIONS

- 2.1 Unsatisfactory work performance is failure to perform position responsibilities at an acceptable level of competence at work.
- 2.2 Unsatisfactory work habits include:
 - a) Excessive absenteeism and/or lateness
 - b) Unsafe work practices
 - c) Behaviour which leads to employees own or others job disruption
- 2.3 Unsatisfactory conduct is failure to observe company policy and procedure including:
 - a) Smoking in prohibited areas
 - b) Wilfully make false statements
 - c) Making false declarations on Exception reports on behalf of another employee or yourself

3.0 PROCEDURE

3.1 Apart from offences or misconduct incurring summary dismissal, this progressive counselling and disciplining procedure will be carried out in line with the objectives:

- a) Step 1 Counselling
- b) Step 2 Written Warning
- c) Step 3 Final Written Warning
- d) Step 4 Termination

3.2 Step 1 - Counselling

- a) To help employees find solutions to problems, to correct deviations from, and to assist employees to conform with Company rules, regulations and policies, counselling should be used prior to imposing formal action.
- b) The immediate Supervisor/Manager should:
 - i) Discuss the problem with the employee and identify possible solutions to the problem.
 - ii) Advise their employee of the standard of work performance or conduct expected.
 - iii) Agree on specific action to be taken and set a date for review.
 - iv) Indicate to the employee the consequences of continued lack of improvement or adherence.
- c) Log the counselling session in a diary or note on employee file.

3.3 Step 2 - Written Warning

- a) If counselling is not successful, the Supervisor/Manager should issue a written warning to the employee. In doing so he/she should:
 - i) Restate the offence or ineffective performance standards.
 - ii) Restate the agreed corrective actions including the setting of a period for improvement.



- iii) Indicate to the employee the action now being taken is a written warning.
 - iv) Warn the employee that further repetition of the offence or failure to improve may result in a final written warning leading to dismissal.
 - v) Issue the warning to the employee in the presence of the Department Manager and the Union Delegate where applicable.
- b) Copies of the written warning will be kept by the relevant parties and a copy will be placed in the employee's file.

3.4 Step 3 - Final Warning

- a) At the completion of the period set for improvement, if the problem still exists, a Final Written Warning will be given in the presence of the Departmental Manager and Union Delegate where applicable. This warning should be discussed and approved by the Human Resources Department prior to issue.
- b) The employee will be given time to conform with the required standards or be dismissed.
- c) Copies of the Final Written Warning signed by the parties will be kept by the relevant parties and a copy will be placed on the employee's file.

3.5 Step 4 - Termination

- a) If the employee continues to breach Company rules, regulations or policies and ignores previous warnings or has not achieved the required improvement in work performance or conduct, the employee is to be terminated.
- b) Once a decision has been made to terminate an employee the Department Manager will inform the employee of the decision and the reasons, in the presence of a Union Delegate, where applicable, and a representative of the Human Resources Department.
- c) The decision to terminate must be made in person or in writing to the employee. Telephone calls are not acceptable or enforceable by law.

4.0 RESPONSIBILITY

4.1 It is the responsibility of every Supervisor/Manager that subordinate staff are provided with a clear understanding of their individual responsibilities in relation to work performance and conduct. (See Policy and Procedure G4 Good Conduct of Staff).



APPENDIX D

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PAY RATES SCHEDULE

(25 February 1998)

PRODUCTION/SERVICES

P5	LINE CO-ORDINATOR	38 hr/wk
	PACKAGING LINE CO-ORDINATOR	\$847.50 \$829.35 \$811.20
P4	TEAM CO-ORDINATOR	
	TEAM CO-ORDINATOR - MANUFACTURING	\$767.40
	TEAM CO-ORDINATOR - WAREHOUSE	\$751.40 \$734.30
P3	OPERATOR GRADE 3	
	M.S. AUDIT INSPECTOR	\$682.00
	M.S.O. - MANUFACTURING	\$668.10
	M.S.O. - PACKAGING	\$653.10
	M.S.O. - WAREHOUSE	
	M.S.O. - CLEANING M.S.O. - CANTEEN SERVICES	
P2	OPERATOR GRADE 2	
	AUDIT INSPECTOR	\$636.00
	MANUFACTURING OPERATOR	\$623.20
	PACKAGING ASSISTANT STOREPERSON	\$609.35
P1	OPERATOR GRADE 1	
	CANTEEN ASSISTANT	\$596.50
	PACKAGING OPERATOR	\$584.75
	CLEANER LABORATORY ATTENDANT	\$571.95

ENGINEERING

E5	TECHNICIAN GRADE 5	38 hr/wk
	ELECTRONICS TECHNICIAN TEAM CO-ORDINATOR - ENGINEERING/HYGIENE	\$847.50 \$829.35 \$811.20
E4	TECHNICIAN GRADE 4	
	ELECTRONICS ELECTRICIAN	\$810.10 \$793.05 \$774.90
E3	TECHNICIAN GRADE 3	
	MULTI-SKILLED FITTER PLANT ELECTRICIAN	\$772.75 \$756.70 \$739.65
E2	TECHNICIAN GRADE 2	
	ELECTRICIAN FITTER	\$719.35 \$704.40 \$689.40
E1	TECHNICIAN GRADE 1	
	MAINTENANCE ASSISTANT	\$682.00 \$668.10 \$653.10

Top rate in each classification is 100% attainment of skills and competencies for that grade. The figures below the top rate are intermediate skill levels leading to the top rate. Employees must be assessed as skilled and competent at each level before progressing to a higher grade.

New employees will commence at a grade commensurate with their previous skills and competency or at Entry Level percentage of the grade 1 category if unskilled until they have completed their basic assessments.

PAY RATES SCHEDULE

(25 February 1999)

PRODUCTION/SERVICES

P5	LINE CO-ORDINATOR	38 hr/wk
	PACKAGING LINE CO-ORDINATOR	\$881.40 \$862.50 \$843.65
P4	TEAM CO-ORDINATOR	
	TEAM CO-ORDINATOR - MANUFACTURING	\$798.10 \$781.45
	TEAM CO-ORDINATOR - WAREHOUSE	\$763.65
P3	OPERATOR GRADE 3	
	M.S. AUDIT INSPECTOR	\$709.30
	M.S.O. - MANUFACTURING	\$694.80
	M.S.O. - PACKAGING	\$679.20
	M.S.O. - WAREHOUSE	
	M.S.O. - CLEANING M.S.O. - CANTEEN SERVICES	
P2	OPERATOR GRADE 2	
	AUDIT INSPECTOR	\$661.45
	MANUFACTURING OPERATOR	\$648.10
	PACKAGING ASSISTANT	\$633.70
	STOREPERSON	
P1	OPERATOR GRADE 1	
	CANTEEN ASSISTANT	\$620.35
	PACKAGING OPERATOR	\$608.15
	CLEANER	\$594.80
	LABORATORY ATTENDANT	

ENGINEERING

E5	TECHNICIAN GRADE 5	38 hr/wk
	ELECTRONICS TECHNICIAN	\$881.40
	TEAM CO-ORDINATOR - ENGINEERING/HYGIENE	\$862.50 \$843.65
E4	TECHNICIAN GRADE 4	
	ELECTRONICS	\$842.50
	ELECTRICIAN	\$824.75 \$805.90
E3	TECHNICIAN GRADE 3	
	MULTI-SKILLED FITTER	\$803.65
	PLANT ELECTRICIAN	\$786.95 \$769.25
E2	TECHNICIAN GRADE 2	
	ELECTRICIAN	\$748.10
	FITTER	\$732.55 \$716.95
E1	TECHNICIAN GRADE 1	
	MAINTENANCE ASSISTANT	\$709.30 \$694.80 \$679.20

Top rate in each classification is 100% attainment of skills and competencies for that grade. The figures below the top rate are intermediate skill levels leading to the top rate. Employees must be assessed as skilled and competent at each level before progressing to a higher grade.

New employees will commence at a grade commensurate with their previous skills and competency or at Entry Level percentage of the grade 1 category if unskilled until they have completed their basic assessments.

PAY RATES SCHEDULE

(25 February 2000)

Registered
Enterprise Agreement
Industrial Registrar**PRODUCTION/SERVICES****ENGINEERING**

P5	LINE CO-ORDINATOR	38 hr/wk
	PACKAGING LINE CO-ORDINATOR	\$916.65 \$897.00 \$877.40
P4	TEAM CO-ORDINATOR	
	TEAM CO-ORDINATOR - MANUFACTURING	\$830.00 \$812.70
	TEAM CO-ORDINATOR - WAREHOUSE	\$794.20
P3	OPERATOR GRADE 3	
	M.S. AUDIT INSPECTOR	\$737.65
	M.S.O. - MANUFACTURING	\$722.60
	M.S.O. - PACKAGING	\$706.35
	M.S.O. - WAREHOUSE	
	M.S.O. - CLEANING M.S.O. - CANTEEN SERVICES	
P2	OPERATOR GRADE 2	
	AUDIT INSPECTOR	\$687.90
	MANUFACTURING OPERATOR	\$674.00
	PACKAGING ASSISTANT STOREPERSON	\$659.05
P1	OPERATOR GRADE 1	
	CANTEEN ASSISTANT	\$645.15
	PACKAGING OPERATOR	\$632.50
	CLEANER LABORATORY ATTENDANT	\$618.60

E5	TECHNICIAN GRADE 5	38 hr/wk
	ELECTRONICS TECHNICIAN	\$916.65
	TEAM CO-ORDINATOR - ENGINEERING/HYGIENE	\$897.00 \$877.40
E4	TECHNICIAN GRADE 4	
	ELECTRONICS ELECTRICIAN	\$876.20 \$857.75 \$838.15
	TECHNICIAN GRADE 3	
E3	MULTI-SKILLED FITTER	\$835.80
	PLANT ELECTRICIAN	\$818.40 \$800.00
	TECHNICIAN GRADE 2	
E2	ELECTRICIAN	\$778.00
	FITTER	\$761.85 \$745.60
	TECHNICIAN GRADE 1	
E1	MAINTENANCE ASSISTANT	\$737.65 \$722.60 \$706.35

Top rate in each classification is 100% attainment of skills and competencies for that grade. The figures below the top rate are intermediate skill levels leading to the top rate. Employees must be assessed as skilled and competent at each level before progressing to a higher grade.

New employees will commence at a grade commensurate with their previous skills and competency or at Entry Level percentage of the grade 1 category if unskilled until they have completed their basic assessments.

APPENDIX E

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PRODUCTIVITY MATRIX

EXAMPLE PRODUCTIVITY AND EFFICIENCY INCENTIVE BONUS PAYMENT

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1.	Upfront Payment	4.0%
2.	Productivity & Efficiency Incentive Bonus <i>Projected Movement</i>	10.0%
3.	Upfront Payment	4.0%
4.	Productivity & Efficiency Incentive Bonus Payment	6.0%

Summary

1. Percentage paid to reflect Cost of Living increases.
2. Projected maximum percentage available through the Productivity and Efficiency Matrix.
3. Discounting of the upfront payment.
4. Projected percentage that is available to be paid as an Productivity and Efficiency Incentive Bonus.

PERFORMANCE MEASURES MATRIX

The productivity and efficiency matrix is objective and combines important productivity measures into one inter-related format. The matrix provides a more meaningful group of measures and reduces the risk of linking wage increases to a productivity measure which is heavily influenced by outside factors. A brief description of the matrix and its use follows:-

Attachment I

- A This section contains the performance measures that have been selected as being the key factors that contribute to productivity performance.
- B This section has the facility to contain eleven rows of numbers. The numbers represent specific objectives which become increasingly challenging as performance improves. In determining our present performance we consider the previous twelve months or the current level of performance.

When the performance has been determined the figure is entered in the performance column and level 3. This is the base or benchmark from which performance improvement commences.

The long term objectives/targets are then entered into the row corresponding with the score of 10.

Progressive objectives/targets are then entered in columns between 4-9.

It must also be recognised that there will be periods when there is no improvement and the matrix also provides for this and consequently no wage increases occur.

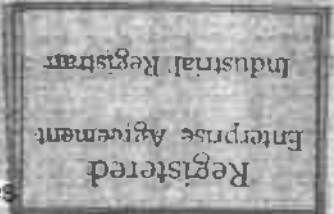
- C The number 0 - 10 in the performance matrix are the objectives/targets to be achieved for overall performance improvement.
- D The last step is to put a weighting to each of the performance measures which reflect the relative importance of each measure. To determine a base index the following calculation occurs:

Each performance measure base score of 3 is multiplied by its weighting thereby achieving a value. The value of each performance measure is combined giving an index. This index is the base from which all wage increases are measured.

Attachment II

Indicates the matrix to be used at Smithfield site. The example shows:

- A Productivity measures
- B Short and long-term objectives/targets
- C Benchmark or Base - using the previous 12 months figures
- D Weighting of each measure
- E Base index - indicating "0" wage increase.



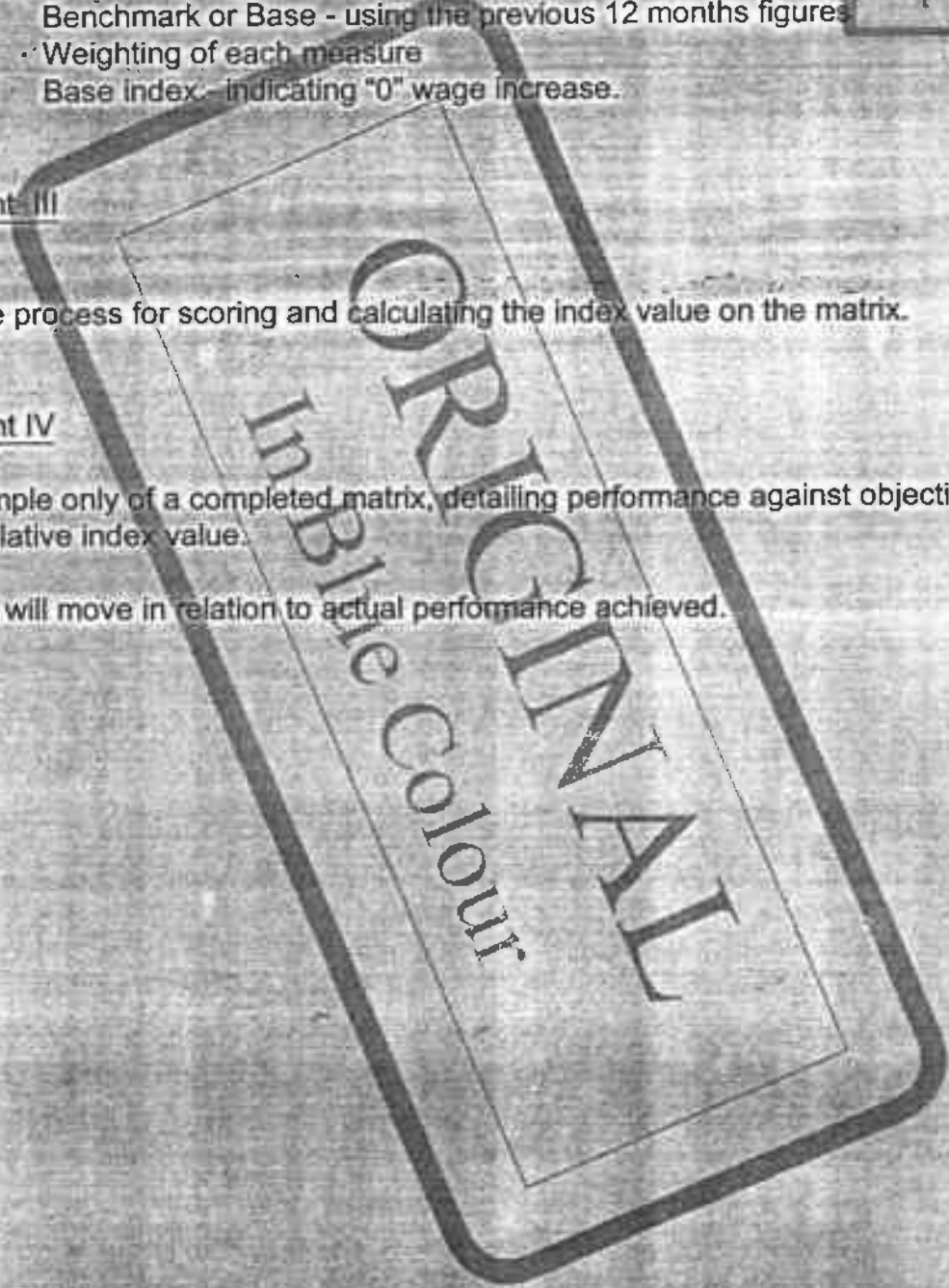
Attachment III

Details the process for scoring and calculating the index value on the matrix.

Attachment IV

Is an example only of a completed matrix, detailing performance against objectives and the relative index value.

The value will move in relation to actual performance achieved.



EXAMPLE ONLY



Attachment I

PRODUCTIVITY	ABSENTEEISM	QUALITY	PACKAGING WASTAGE	SAFETY	
			REDUCTION		
Total Units Produced	Sick Leave Hours	Reject Forms	Total Required material	WARE Formulation	A
divided by	divided by	plus	minus		
Total Paid Hours	Number of Employees	Justifiable	Total Used Material		
		Customer Complaints			
					PERFORMANCE
					TO DATE
					10
					9
					8
					7
					6
					5
					4
					3
					2
					1
					0
					SCORE
					WEIGHT
					VALUE

TO DATE INDEX =

EXAMPLE ONLY

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Attachment II

PRODUCTIVITY	ABSENTEEISM	QUALITY	PACKAGING WASTAGE	SAFETY	
			REDUCTION		
Total Units Produced	Sick Leave Hours	Reject Forms	Total Required material	WARE Formulation	
divided by	divided by	plus	minus		
Total Paid Hours	Number of Employees	Justifiable	Total Used Material		
		Customer Complaints			
					PERFORMANCE
					TO DATE
80.28	18.48	0.00	0.00	0.00	10
78.37	20.52	0.80	0.80	0.59	9
76.46	21.48	1.50	1.50	1.19	8
74.55	23.52	2.20	2.20	1.78	7
72.64	25.50	2.90	2.90	2.37	6
70.73	26.52	3.60	3.60	2.97	5
68.82	28.50	4.30	4.30	3.56	4
66.91	30.48	5.00	5.00	4.15	3
65.00	32.52	5.70	5.70	4.75	2
63.09	34.50	6.40	6.40	5.34	1
61.18	36.48	7.10	7.10	5.93	0
3.00	3.00	3.00	3.00	3.00	SCORE
33.30	9.71	4.06	52.12	0.80	WEIGHT
99.90	29.13	12.18	156.36	2.40	VALUE

TO DATE INDEX =

BASE INDEX =

300

E

Attachment III

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In calculating the matrix the following method will be used:

- 1 At the completion of the designated time frame the formula for the specific performance measure is used. The result of this calculation is then entered onto the matrix.
i.e. The closest objective to the result is circled.
- 2 The circled result is then checked against the corresponding 0-10 number.
- 3 This number is then placed into the score position on the matrix.
- 4 This number is multiplied by the weighting thereby giving a value. This value is placed into the value position.
- 5 Once all productivity measures have been calculated in this manner all the values are totalled - this final number becomes the index.
- 6 Wage increases are based on the movement of this index number in relation to the base index number.

EXAMPLE ONLY



Attachment IV

PRODUCTIVITY	ABSENTEEISM	QUALITY	PACKAGING WASTAGE	SAFETY	
			REDUCTION		
Total Units Produced	Sick Leave Hours	Defect Forms	Total Required material	WARE Formulation	
divided by	divided by	plus	minus		
Total Paid Hours	Number of Employees	Justifiable	Total Used Material		
		Customer Complaints			
66.82	26.52	4.30	4.30	2.97	PERFORMANCE
					TO DATE
80.28	18.48	0.00	0.00	0.00	10
78.37	20.52	0.80	0.80	0.59	9
76.46	21.48	1.50	1.50	1.19	8
74.55	23.52	2.20	2.20	1.78	7
72.64	25.50	2.90	2.90	2.37	6
70.73	26.52	3.60	3.60	2.97	5
68.82	28.50	4.30	4.30	3.56	4
66.91	30.48	5.00	5.00	4.15	3
65.00	32.52	5.70	5.70	4.75	2
63.09	34.50	6.40	6.40	5.34	1
61.18	36.48	7.10	7.10	5.93	0
4.00	5.00	4.00	4.00	5.00	SCORE
33.30	9.71	4.06	52.12	0.80	WEIGHT
133.20	73.05	36.24	128.92	54.00	VALUE

TO DATE INDEX = 125.41
 BASE INDEX = 300
 ACTUAL INDEX = 125.41

APPENDIX F

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In Blue Colour
ORIGINAL
TAT

WYETH AUSTRALIA PTY LIMITED

REDUNDANCY AGREEMENT

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1 DEFINITIONS

- a) "Redundancy" shall mean, and be deemed to exist where:
- 1 the employer has ceased or withdraws from a particular part of its business or
 - 2 the requirements of the business for employees to carry out work of a particular kind have ceased or diminished.
- b) "Retrenchment" shall mean terminating the services of an employee with the company due to redundancy.
- c) "Business" includes part of a business.
- d) "Ordinary Rates of Pay" means the normal weekly payment received by the employee at the date of retrenchment (including Shift Penalties).
- e) "Employee" shall mean weekly paid permanent employees. Term or casual employees are not entitled to receive any benefits under this agreement.

2 NOTICE

Employees will be provided with four (4) weeks notice of termination or payment in lieu thereof.

3 SERVICE ALLOWANCE

Employees with more than six (6) months but less than one (1) year's permanent employment will be paid two (2) weeks lump sum plus two (2) weeks.

Redundant employees with more than one (1) year's permanent employment will be paid four (4) weeks lump sum, plus for (4) weeks for each completed year of service.

Employees with five (5) year's or more service will be paid pro-rata thereof for completed months of service.

Redundant employees aged 45 years or over with more than one year's permanent employment will receive five (5) weeks lump sum plus (5) weeks for each completed year of service.

Redundancy payments will have a maximum ceiling of one hundred and four (104) weeks.

4 LONG SERVICE LEAVE

All redundant employees will receive pro-rata long service leave for all years of service after twelve (12) months continuous service.

5 ANNUAL LEAVE LOADING

Normal annual leave loading of 22.5% will be paid on all accrued annual leave including current pro-rata entitlements or the agreed loading at the time.

6 SICK LEAVE

Employees who have accumulated untaken sick leave entitlement at the date of termination, will be paid the outstanding entitlement as at the date of termination.

7 SELECTION

Dependant upon business needs Retrenchment will take place only after consideration of re-deployment to another area, then by section or department on the basis of volunteers first, then selection giving due consideration to skills, competency and performance.

8 TIME OFF

The company will allow paid time off, with evidence, to permit employees to seek and be interviewed for alternative employment.

9 VOLUNTARY LEAVING DURING NOTICE PERIOD

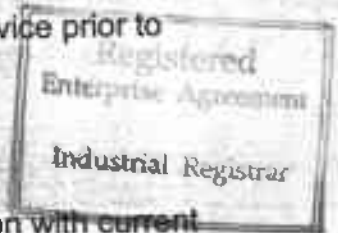
Employees who will be made redundant shall have the option of either working out notice or leaving at any time during the notice period and not forfeiting any benefits in service allowances.

10 ITEMISED STATEMENT OF ALL WAGES DUE

All redundant employees will be given an itemised statement of all termination monies due.

11 CERTIFICATE OF SERVICE

All redundant employees will be supplied with a Certificate of Service prior to termination.

**12 SUPERANNUATION**

Rules of the existing superannuation plan will apply, in conjunction with current legislation.

13 DEATH BENEFIT

Should a redundant employee die or become totally or permanently disabled during the four (4) weeks period of notice all benefits to which the employee would have been entitled to, will be payable to the employees estate.

14 FINANCIAL ADVISER

An independent adviser will be made available for counselling and/or assistance for employees on financial matters if required. The engagement fee of a financial adviser will be paid for by the Company, however any ongoing service fees for financial advice will be at the cost of the employee.

15 TERM

This agreement will be applicable to all nominated employees at the Smithfield site effective 1 June, 1995 or until varied or rescinded by a new agreement.