

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/297

TITLE: Pfizer Pty Ltd (West Ryde) Enterprise Agreement 1998

I.R.C. NO: 98/5700

DATE APPROVED/COMMENCEMENT: Approved 9 November 1998. and commenced first full pay period on or after 1 August 1997

TERM: 1 August 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are engaged pursuant to the Pfizer Pty Limited (West Ryde) Consent Award 1995 at the West Ryde plant

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



1. TITLE

This enterprise agreement shall be known as the Pfizer Pty Ltd (West Ryde) Enterprise Agreement 1998.

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2. INCIDENCE OF ENTERPRISE AGREEMENT AND PARTIES BOUND

(a) This Enterprise Agreement shall apply to employees as covered in the classifications at Clause 10 of this Agreement and employed by Pfizer Pty. Ltd., 38 - 42 Wharf Road, West Ryde and the Australian Workers Union, New South Wales Branch. The Enterprise Agreement shall not be utilised by the Union for the purposes of furthering the wages and conditions of any other employee of Pfizer Pty Ltd or any other company.

(b) This Agreement shall be binding on:

Pfizer Pty Limited, 38 - 42 Wharf Road, West Ryde, NSW 2114.

The Australian Workers Union, New South Wales Branch, its officers and members employed at Pfizer Pty. Limited, 38 - 42 Wharf Road, West Ryde, NSW 2114.

(c) This Enterprise Agreement shall replace the terms and conditions of Pfizer Pty Ltd (West Ryde) Consent Consolidated Award 1995. Where this Agreement is silent in relation to a term or condition then the parent Award stated above shall apply.

3. DECLARATION OF INTENT

Core Purpose Statement

- Supply solid dose, non sterile liquid products and premixes to local and export markets.
- Provided regional technical support for Asia.
- Provide distribution services for all Pfizer businesses.

Core Values

- Encourage respect for others, value the differences in people and their contributions made as individuals and in teams.
- Use logical problem solving and decision making processes.
- Comply with Regulatory, GMP, EH&S and IR Codes and Regulations.
- Strive to meet customer service expectations.
- Measure performance against Goals and personal and business and aim for improvement through openness to new ideas.

4. PURPOSE AND APPLICATION

(a) The purpose of this Enterprise Agreement is to:

- (i) provide a guide for the conduct of everyday relationships between the company and its employees,
- (ii) provide guaranteed rates of pay and working conditions, 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



the Australian Plant's competitive position within the global manufacturing network,

- (iii) provide continuity of production and distribution of Pfizer's products,
- (iv) provide a means of settling grievances and disputes in order to maintain the industrial harmony which has been a feature of this site for many years.
- (v) extend the plant operating hours to increase capacity for new products and exports
- (vi) change to a system of monthly salary and introduce more flexible working hours.
- (vii) ability to run production lines without stops including where possible during lunch breaks, by the staggering of breaks and greater efficiencies in the placement of employees.
- (viii) the inclusion of all work related allowances, other than First Aid Allowance in the base rates.

5. COMPLIANCE WITH CODES AND REGULATIONS

Pfizer and employees will comply with the following Codes and Regulations:

- Australian Code of Good Manufacturing Practice for therapeutic goods Medical Products
- Occupational Health and Safety Act 1983
- Occupational Health and Safety Act (Noise) Regulation 1996
- Occupational Health and Safety Act (Manual Handling) Regulation 1991



and other Codes and Regulations that are applicable to the health and safety of employees.

Guidelines for Conduct at the Pfizer West Ryde Site, contained in Appendix One of this Agreement.

6. DISPUTES SETTLEMENT PROCEDURES/GRIEVANCE PROCEDURE

It is agreed that every endeavour will be made by the parties to speedily and amicably settle any grievance which may arise by direct consultation and as appropriate, negotiation.

To facilitate the settlement of such grievance, the following procedure shall apply;

- (a) During all discussions the status quo will be maintained.
- (b) 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.

(c) 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.

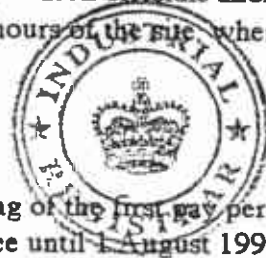
(d) If the matter cannot be resolved at this level within two working days, discussions shall continue between the appropriate representatives of Pfizer and the employee. At this time, the grievance may be referred to the New South Wales Industrial Relations Commission for conciliation and/or arbitration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

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

(f) 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.

7. OPERATION OF ENTERPRISE AGREEMENT

This Enterprise Agreement shall operate as from the beginning of the first pay period to commence on or after 1 August 1997 and shall remain in force until 1 August 1999.



8. CONTRACT OF EMPLOYMENT

(a) Full time employment shall be on a monthly basis.

(b) In respect of full-time and part-time employment an employee of Pfizer may terminate the contract of employment with one month's notice or by the payment or forfeiture of one month's pay.

(c) Notwithstanding the provisions of Clause 5, Flexibility, Pfizer may direct an employee to carry out such duties or use tools and equipment as required provided they are within the limits of the employee's skill, competence and training.

(i) An employee may be dismissed summarily for dishonesty, misconduct, neglect of duty, or for absence from work without reasonable cause, (refer to Appendix One) and in the event of such dismissal the employee shall be paid only for time actually worked. All unauthorised time of absence from work shall be deducted from the employee's wages,

(ii) Notwithstanding the provisions of sub-clause (a) hereof Pfizer may deduct payment for any time during which the employee cannot usefully be employed because of any strike, or any other cause for which Pfizer cannot reasonably be held responsible; but any such employee shall be entitled to payment for any of the public holidays named in Clause 17 which occur during such period.

(iii) Where an employee is stood down under the provisions of sub-clause (i) hereof, the lost time to the employee shall not affect the continuity of employment.

(d) A casual employee engaged through a suitable approved labour supplier will be paid and work under these Enterprise Agreement conditions.

(e) Notwithstanding the provisions of sub-clauses (a) and (b) hereof, employees may be employed on a part-time basis. (for a maximum of 30 hours and a minimum of 10 hours) Such employees for working ordinary time shall be paid pro-rata the rates and provisions prescribed by this Enterprise Agreement according to the number of hours worked.

(f) If a dispute arises under this clause, the union will be notified, where appropriate, and the provisions of Clause 6, Disputes Settlements Procedure/Grievance Procedure invoked.

9. PROBATION EMPLOYMENT

(a) 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 Pfizer of the skills and capacity of the employee, and allow the company and the employee to determine if they wish to continue with the employment relationship.

(b) At the commencement of employment the company shall inform new employees of the duration of the probationary period.

(c) 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 day's notice before the end of the probationary period, provided that the following conditions have been met prior to the termination:

(i) Pfizer had explained to the employee Pfizer's concerns with the employee's performance; and

(ii) Pfizer had given the employee an opportunity to improve his/her performance.

(d) At any time during the probationary period an employee may terminate the employment relationship by giving one day's notice to Pfizer.

(e) 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, Pfizer and the employee may agree to cease the probationary period and confirm the employee's engagement in one of the categories detailed in Clause 8 of this agreement.



(f) Pfizer has the right to extend the probationary period for a further two months if it so desires.

10. SALARY AND PAYMENT OF SALARY

(a) Existing rates of pay shall be converted to monthly salaries and from the commencement of this Enterprise Agreement shall include an increase of 15.19%. Twelve months after approval of this Enterprise Agreement these salaries will be increased by a further 5.0%.

Comprising	1/8/1997	1/8/1998
Market Movement	3.5%	5.0%
Goodwill	11.69%	
Monthly Salary		
Early Start - Late Finish		
Meal Allowance		
	15.19%	5.0%



(b) Payment of Salaries

Monthly salaries shall be paid by EFT on the dates listed below commencing at the beginning of the operation of this Agreement. Payment will cover the period from the 1st to the last day of the month.

Pfizer will make representations to the appropriate bank if for any reason the EFT payment into the employee account is delayed and Pfizer will also cover any shortfall or generally provide assistance as appropriate.

Payment of any exceptions to Ordinary Pay, e.g. Overtime, will be paid up to the cut off dates listed below:-

1997		1998		1999	
Cut Off Date	Pay Date	Cut Off Date	Pay Date	Cut Off Date	Pay Date
	Aug-15	Jan-09	Jan-15		
	Sep-15	Feb-06	Feb-16	DATES	DATES
	Oct-15	Mar-06	Mar-16	TBA	TBA
Nov-07	Nov-17	Apr-10	Apr-15		
Dec-05	Dec-15	May-08	May-15		
		Jun-06	Jun-15		
		Jul-10	Jul-15		
		Aug-07	Aug-17		
		Sep-04	Sep-15		
		Oct-09	Oct-15		
		Nov-06	Nov-16		
		Dec-04	Dec-18		

(c) Wage Rates

The base rate shall be computed as 38 hours as per the parent Awards. The percentage increase referred to in (a) includes the meal allowance.

Upon termination of employment, wages due to the employee shall be paid on the day of such termination.

(d) Classification and Levels

Finished Goods Warehouse/Store

		Rates of Pay	
		1.8.97	1.8.98
Level 1	Warehouse Operator 1	467 - 564	490 - 592
Level 2	Warehouse Operator 2	564 - 641	592 - 674
Level 3	Warehouse Operator 3	641 - 728	674 - 764
Level 4	Warehouse Operator 4	728 - 819	764 - 860



Production

		Rates of Pay	
		1.8.97	1.8.98
Level 1	Production Technician 1	467 - 641	490 - 673
Level 2	Production Technician 2	641 - 721	673 - 757
Level 3	Production Technician 3	721 - 812	757 - 853
Level 4	Production Technician 4	812 - 913	853 - 959

Laboratory

		Rates of Pay	
		1.8.97	1.8.98
Level 1	Trainee Analyst	589 - 746	618 - 783
Level 2	Non Graduate Analyst	746 - 840	783 - 882
Level 3	Graduate Analyst	840 - 941	882 - 988
Level 4	Senior Analyst	941 - 1059	988 - 1111

Engineering

		Rates of Pay	
		1.8.97	1.8.98
Level 1	Fitter level 1	589 - 746	618 - 783
Level 2	Fitter Level 2	746 - 840	783 - 882
Level 3	Fitter level 3	840 - 941	882 - 988
Level 4	Fitter level 4	941 - 1059	988 - 1111



(e) Competency Standards

Competency Standards for positions in 10 (d) shall be as set out in the Pfizer Australia Manufacturing Competency Standards.

(f) Annual Leave Loading

An annual leave loading will be paid with each November Pay calculated as follows:

Annual Salary $\div 52 \times 4 \times 22\%$

11. 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 can be made provided that they are mutually agreed by both parties

All parties commit themselves to an Enterprise Agreement renewal programme, which shall commence three months prior to the expiry date of the existing Agreement. The Enterprise Agreement renewal programme will be by Consultation with a duly elected Consultative Committee.

12. HOURS

(a) Shift hours will be of 9.5 hours duration. Actual hours worked shall be 38 hours per week.

(b) The A shift will work Monday - Thursday 6.30 am - 4.30 pm.

The B shift will work Tuesday - Friday 6.30 am - 4.30 pm.

The C shift will work Monday - Thursday 4.00 pm - 2.00 am.

(c) Notwithstanding the provision of sub-clauses (a) and (b) Pfizer may, following consultation and agreement in writing with the employees and the Union:-

- introduce ordinary time daily engagements of up to TWELVE ordinary hours.
- Modify these hours/days by mutual consent

(d) Shift Allowance

(i) Employees engaged on shifts which end at or before 12.00 midnight shall be paid the amount 20% per shift in addition to their appropriate rate of pay calculated on the base rate.

(ii) Employees engaged on shifts which end at or after 2.00 am or before 7.00 am shall be paid the amount of 30% per shift in addition to their appropriate rate of pay calculated on the base pay rate.



13. MEAL HOURS

(a) Lunch

For each shift there shall be a 30 minute unpaid meal break at a mutually agreed time.

(b) Tea

Morning Tea and afternoon tea - a paid break of 10 minutes for each break at a mutually agreed time.

14. MEAL ALLOWANCE

With the exception of Clause 15 the meal allowance has been incorporated into the monthly salary base rate.

15. OVERTIME

(a) An employee shall be paid overtime at the rate of time and a half for the first hour and double time thereafter for work performed beyond ordinary hours as defined in Clause 12.

Overtime will be at the discretion of the Management Team.

(b) In computing overtime any portion of an hour less than thirty minutes shall be reckoned as half an hour and any portion of an hour in excess of thirty minutes shall be reckoned as one hour.

(c) Any employee required to work overtime on a Saturday, shall be paid a minimum payment of four hours. A paid meal allowance of \$7.60 shall also be provided.

(d) 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.

(e) An employee recalled to work overtime after leaving Pfizer's premises shall be paid for a minimum of four hours work.

16. SUNDAYS

(a) All work done on Sunday shall be paid for at the rate of double time. A paid meal allowance of \$7.60 shall also be provided.

(b) Any employee required to work overtime on a Sunday, shall be paid a minimum payment of four hours.



17. PUBLIC HOLIDAYS

(a) The following days or the day upon which they are observed shall be holidays: New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays for the State and local gazetted public holidays in the districts to which they apply. If these days fall on a day off, the employee shall receive a day in lieu. For Easter, the Tuesday following Easter Monday will be the nominated day in lieu for all shifts.

(b) Any employee required to work overtime on a Public Holiday, shall be paid a minimum payment of four hours. A paid meal allowance of \$7.60 shall also be provided.

(c) ONE UNION PICNIC DAY TO BE DECIDED BY MUTUAL CONSENT BETWEEN PFIZER AND THE UNION.

(d) An employee who, without reasonable cause, absents himself without leave on the working day immediately preceding or the working day immediately following a holiday shall not be entitled to payment for such holiday.

(e) Work done on any holiday or Easter Saturday shall be paid for at the rate of double time and a half.

18. ANNUAL LEAVE entitlement of 4 weeks per year (see Public Holidays Act 1944)

(a) Annual leave shall consist of sixteen (16) shifts (152 hours). Existing annual leave will be converted to hours using the following formula:

Example: 20 days x 7.6 = 152 hours
 152 hours (9.5 = 16 days

(b) Teams shall be responsible for the management of Annual and Long Service Leave within their area, in consultation with the Team Leader and, where necessary, the Manager. The total number of employees on Annual Leave and Long Service Leave shall be restricted to 10% of each Department at any one time, unless approved by the Area Manager.

(c) Except in unforeseen circumstances, employees must give Pfizer two (2) weeks notice of their Annual Leave plans.

(d) Pfizer recognises that unforeseen circumstances may arise where unplanned Annual Leave may be required during the year. In such circumstances, application is to be made to the Department Manager for approval.

(e) Pfizer recognises that some employees may wish to accumulate leave for a specific trip or event. In all cases this must be agreed and approved by the Manufacturing Director or his/her designate BEFORE leave is accrued.

(f) 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.

19. SICK LEAVE (also refer to Clause 32. Absence from Duty)

(a) Sick leave shall consist of 10 shifts (95 hours)

(b) Personal Carer/Compassionate Leave



Employees who are required to care for a sick family or household member may access up to 10 days (or equivalent part days) each year out of an aggregated sick leave and compassionate leave entitlement.

20. SUPERANNUATION

(a) For the purpose of satisfying Pfizer's obligations for contributions for occupation superannuation under the relevant legislation, the parties agree that contributions shall be made to the Pfizer Australia Superannuation Plan.

21. REDUNDANCY/RETRENCHMENT

(a) Where Pfizer no longer requires particular work to be performed or is unable to provide work which is compatible with an employee's shift or training, whether by the introduction of mechanisation or technical change, or other cause and is unlikely to be filled for twelve months or longer and alternative duties of a suitable standard are unable to be located, the employee may be considered for retrenchment in accordance with the provisions of this clause.

(b) Pfizer shall have full discretion in deciding to implement retrenchment under the provisions of this clause.

(c) In the event that retrenchment is under consideration the following shall apply:

(i) Discussions with an employee concerning a likely retrenchment shall only take place with the written approval of the Regional Director (through the Human Resources Director).

(ii) If an alternative equivalent position is available, for which the employee is qualified, the employee must accept such transfer. Should an employee refuse to accept transfer to an equivalent position for which the employee is qualified, or otherwise resigns without the consent of Pfizer, prior to the expiration of the notice period then no redundancy payment will apply.

(iii) The maximum notice practicable shall be given to the employee who must remain in the employ of Pfizer until released, to be eligible for payments prescribed in this clause.

In any event, the period of notice shall not be less than the legislative or award requirement which pertains to particular circumstances necessitating the retrenchment.



(iv) Four weeks notice shall be paid to an employee who is made redundant together with a further ex-gratia payment of four weeks pay.

(v) A redundancy payment of four (4) weeks pay, calculated on the basis of ordinary weekly earnings, shall be made for each completed year of service or part thereof.

(vi) Employees with ten (10) or more years service shall be paid an additional redundancy lump sum payment of four (4) weeks pay.

(vii) Accrued annual leave together with an annual leave loading of 22% shall be paid.

(viii) Long service leave shall be paid on a pro-rata basis for all services.

(ix) Superannuation payments shall be made in accordance with the provisions of the Pfizer Australia Superannuation Plan.

22. LONG SERVICE LEAVE

Long service leave shall be granted to employees covered by this Enterprise Agreement in accordance with the provisions of the New South Wales Long Service Leave Act, 1955.

23. RIGHT OF ENTRY

(a) In accordance with the provision of Part 7, Chapter 5 of the Industrial Relations Act, 1996, the Company shall permit a duly authorised official of the Union to enter its establishment during working hours for the purpose of:

(i) Talking with or interviewing members of the union during lunch-hours or other non-working time, or

(ii) Investigating any suspected breach of the Act, the Occupational Health and Safety Act or of any Award or Agreement, relating to the enterprise or industry in which its members are engaged, or

(iii) For the purpose of investigating any such suspected breach, require Pfizer to produce for the officer's inspection during the normal office hours and at Pfizer's office, any time-sheets, pay-sheets or other document kept by Pfizer of the employee and related to the suspected breach, and

(iv) To make copies of the entries of such time-sheets and pay-sheets and other documents related to the suspected breach.

(b) Before exercising any power conferred in class (1) (paragraph (a) excepted), the official must give the employer at least seven (7) days notice.

(c) An officer who is duly authorised in accordance with (1) above shall not willfully hinder or obstruct any employee during work hours.

24. TRADE UNION TRAINING

Authorised delegates of the union who are nominated by the secretary of their union to attend a training course shall be granted leave of absence while attending such course or courses provided that:

(a) At least two weeks prior to attendance at the course or courses the employer receives written notice INCLUDING times, dates and venue.

(b) Nominations shall not involve absences from work of more than two delegates from the union (for a maximum of three days for each nominee) in each calendar year and, for the purpose of this sub-clause, a calendar year shall mean the period from January 1 to December 31 inclusive;

(c) Leave of absence granted shall be counted as time worked for the purposes of annual leave, sick leave and long service leave. Delegates attending shall receive their normal pay whilst on such leave including shift allowances, but other allowances, penalty rates or any other daily or hourly payments prescribed by this Enterprise Agreement shall not be payable.



25. FIRST AID ATTENDANT

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 \$1.95 per day per shift

26. UNION DELEGATE

An employee appointed either Union Delegate or Co-delegate shall, upon notification thereof to Pfizer, be recognised as the accredited representative of The Australian Workers Union, New South Wales Branch. Delegates will be afforded reasonable opportunity to meet with the Secretary of the Union, as appropriate.

27. BLOOD DONOR LEAVE

An employee who is required to donate blood during 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, Pfizer may require satisfactory proof of the employee's blood donation. Production of the relevant Blood Bank card or certificate, properly completed, shall constitute such satisfactory proof



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 Duty 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 Duty.

29. UNIFORMS AND PROTECTIVE CLOTHING

A. UNIFORMS

Uniforms must reflect Pfizer's commitment to quality and safety and must be worn by employees, on the following basis:

- (a) All employees upon commencement of employment will be issued uniforms through the garment rental service.
- (b) Uniforms and jackets will be replaced on a needs basis by exchanging the old for the new.
- (c) Uniforms that are badly frayed or show signs of obvious mending or patching are to be replaced.

(d) Each employee is responsible for the good care of the issued uniform and protective clothing.

(e) Uniforms are to be worn on Company premises only in the performance of normal duties.

B. PROTECTIVE CLOTHING

(a) In recognition of the GMP standards required of Pfizer 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 Pfizer.

(b) In all areas, employees will wear any such equipment deemed to be necessary by Pfizer from time to time.

(c) Safety footwear will be replaced on a needs basis by exchanging the old for the new.

C. RETURN OF UNIFORMS etc

All items provided by Pfizer, i.e. protective equipment, uniforms etc. must be returned to Pfizer on termination and will not be re-issued to other employees.

30. PROCEDURE FOR MANAGING ACCIDENTS, ILLNESSES OR INJURIES

In the event of an accident, illness or injury, the first step is to remove the person from immediate danger. The first-aider must then ascertain whether the injury, accident or illness can be managed using first-aid on-site if professional medical attention is needed.

(a) Minor injuries or illnesses necessitating only first aid treatment must be recorded in the first aid book by the first-aider treating the incident. An accident investigation form must then be completed and forwarded to the appropriate manager/supervisor, who will then authorise it and forward it to the Human Resources Department.

(b) If the injury is serious, warranting medical attention, medical treatment will be recognised. An employee always has the right to attend their own doctor for treatment. The Doctor will need to provide the employee with a Workcover certificate for time lost, and indicate whether the employee is fit for usual duties, unfit for work or fit for suitable duties. On return to work, the employee needs to obtain a workers compensation claim form from the Human Resources Department to gain reimbursement for any medical expenses and loss of wages. Completed forms must be sent to the Human Resources Department.

Expenses will not be reimbursed until the workers compensation insurance company accepts liability for the claim. The Human Resources Department will complete the



employer's workers compensation form and lodge the claim with the insurance company within 7 days of receiving the employee's claim.

The insurance company will then notify the Human Resources Department as to the acceptance of the claim. Any accounts for further medical treatment in relation to the incident should be forwarded to the Human Resources Department.

A full accident investigation, regarding the cause and circumstances of the incident, will be conducted by the relevant manager or supervisor in conjunction with the Human Resources Department, and the procedures outlined in Appendix Two of this Agreement shall be adhered to.

If the injury is such that it will be some time before the employee will be fit to return to work, the Human Resources Department will organise a rehabilitation program for the employee.

When there has been an absence from work due to a work related injury or illness, a final medical certificate must be forwarded to the Human Resources Department before the employee may resume work. This will need to state whether the employee is fit or not fit to resume normal duties. Should any recurrence of the injury or illness take place at a later stage or any permanent residual damage appear after clearance, the employee should contact the Human resources department directly for further details.

Employees who are off-site and sustain a work related injury requiring medical attention should contact the Human Resources Department as soon as possible to access information that may be required for the claim. A completed claim form then needs to be returned to the Human Resources Department with the relevant accounts attached.

It is the supervisor's responsibility to ensure that the stated procedure is adhered to so claims are not jeopardised and wage payments unduly delayed.

It is essential that employees follow the procedure for making a workers compensation claim to assist in the legal obligations of Pfizer and the insurance company.

Managing workers compensation claims is the responsibility of the Human Resources Department. The Human Resources Department is the contact between the insurance company and the affected employee. All paperwork pertaining to a claim must be forwarded immediately to the Human resources Department and not kept in individual departments.

31. SHIFT TRANSFER PROCEDURE

The parties agree that the numbers of employees on each shift will be balanced via the use of a mutually agreed process.

For shift transfers in all other circumstances the following basis shall apply.



- (a) All vacancies will be internally advertised.
- (b) All applications must be in writing with a copy to be retained by the applicant.
- (c) Selection will be based on the following criteria:
 - (i) If there are two or more applicants the area manager will make a decision on the best candidate.
 - (ii) Should there be no suitable applicants from within the job may be advertised externally.
- (d) All unsuccessful candidates shall be duly notified and shall have the right to re-apply for future vacancies.
- (e) If an employee elects to transfer to a job in another Department, then he/she will continue to be paid at the same rate of pay, but will be obligated to undertake all the required training, in line with the Training Policy.
- (f) In cases where as a result of a redundancy, resignation, retirement, death or total disability there is an imbalance on a shift or a crew and no one volunteers to fill the vacancy, new employees who have been employed and understanding their commitment to shift work will be asked to fill the vacancy. While Pfizer may negotiate with existing employees to move to or from a shift, this process will be by mutual consent of both the employee and department manager.

(g) Temporary Change of Rostered Shift

When an employee is required to change from one rostered shift to another he/she shall be given at least five (5) calendar days notice of such change.

- (h) If an employee needs to change shift due to personal problems or hardship for a limited time, he/she may do so, provided the following criteria is complied with:
 - (i) He/she finds someone with the same classification (within their own Department) to swap with.
 - (ii) The change is mutually agreed by the employee concerned and the Area Manager.

32. ABSENCE FROM DUTY

The employee will make every attempt to telephone 15 minutes prior to commencement of his/her shift when intending to be absent from duty, and provide:

Phone numbers -	Switchboard	9850 3333
	Security Guard	9850 3455
	Packaging Floor	9850 3681
	Laboratory	9850 3423
	Manufacturing	9850 3560
	Warehouse	9850 3587
	Engineering	9850 3532



- Reason for absence.
- Expected date of return (if possible).

Failure to comply with the above may result in the application of the Employee Counselling and Corrective Guidance Procedure, unless a satisfactory explanation is provided.

If after two (2) calendar days of un-notified absence the employer remains absent Pfizer will:

- Attempt to contact the employee.
- If a Union member, notify the Union Delegate of the absence and seek assistance in contacting the employee.

Where contact is made with the employee a satisfactory explanation must be given to avoid disciplinary action in line with the Employee Counselling and Corrective Guidance Procedure.

If no contact has been made within three (3) calendar days, after notifying the Union Delegate, the employee may be deemed to have abandoned his/her employment and employment may be terminated.

33. SAFE CLOSEDOWN OF PROCESSES

The Union agrees that, whether after having utilised the Grievance/Disputes Procedure, or in any other circumstances, a stoppage of work takes place, it will ensure that all necessary steps shall be taken to safely close down all procedures without loss or damage to products or production equipment.

Pay will be suspended for all employees from the time the Union notifies Pfizer of a stoppage of work, however, employees who assist in the safe closedown of the plant will be paid for all hours worked at their regular rates.

34. PREVENTING HARASSMENT IN THE WORKPLACE

All harassment which is sexual or sex-based, racial, or relates to a person's marital status, disability, age, pregnancy or homosexuality is discriminatory and will not be tolerated at Pfizer. Most types of harassment are against State and Federal anti-discrimination laws and may also be a criminal offence. Harassment is against our EEO, AA and Occupational Health and Safety policies by making the workplace unsafe.

It is the policy of Pfizer that:

- Harassment will not be tolerated under any circumstances. This applies to harassment of all staff, associates of staff members, customers and guests of the company.
- Any employee can complain about harassment to:
 - * their supervisor or manager
 - * a contact officer
 - * any member of the Human Resources Department or
 - * an external agency ie the Employee Assistance Program Service or the Human Rights and Equal Opportunity Commission.
- All harassment complaints will be treated seriously, sympathetically, quickly and privately.
- All harassment complaints will be investigated fairly and impartially.
- Action will be taken to make sure that the harassment stops.
- People making complaints and witnesses will not be victimised in any way for making a complaint.
- Complaints should be settled within the workplace wherever possible.



35. GRIEVANCE MANAGEMENT

At Pfizer, we are committed to providing a pleasant working environment for all employees. We acknowledge however, employees can sometimes feel upset, concerned or angry about something that is happening at work.

The purpose of this policy is to provide a procedure by which employees can have their grievances addressed.

If you feel that you are being harassed or subject to discrimination, this grievance handling procedure is available to you so that your issue can be resolved.

Key Elements Of Our Grievance Handling Procedure

The following are key elements of our grievance handling procedure:

- Impartiality - If you make a complaint, it will be examined in a fair and impartial manner.

- Confidentiality - You can feel secure that if you do make a complaint, it will remain confidential.
- No Victimization - You can also rest assured that if you make a complaint you will not suffer in any way as a consequence.
-
- Timelines - Each complaint will be finalised within as short a period as possible.

36. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Pfizer is committed to ensuring that all employees enjoy a work environment which is free from discrimination and harassment. We believe that providing a pleasant working environment and encouraging good working relationship between all employees makes good business sense. This commitment ensures Pfizer complies with equal opportunity and affirmative action legislation.

Pfizer's policy states that:

- In the application of all company policies, practices and procedures, the merit principle will be applied and discrimination will not take place.
- All employees will have equal access to opportunities within the company regardless of personal characteristics such as:
 - * race
 - * disability
 - * parental status
 - * sex
 - * marital status
 - * sexuality
 - * religious belief or
 - * membership of a union/affiliation
- An ongoing affirmative action program will be implemented, with the aim of ensuring all current and potential employees have equal opportunity to contribute to the goals and objectives of the business and to fulfil Pfizer's legal obligations.



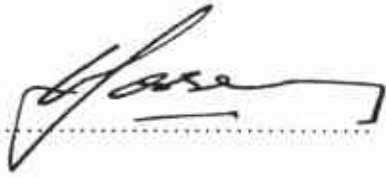
37. INTERPRETATION

In this Agreement, unless the contrary intention appears -

Words importing the masculine gender shall include the female gender; and

Words in the singular shall include the plural, and words in the plural shall include the singular.

38. SIGNATORIES



Signed for and on behalf of Pfizer Pty Ltd



Witness



Signed for and on behalf of the
Australian Workers Union (NSW Branch)



Witness

APPENDIX ONE

GUIDELINES FOR CONDUCT AT THE PFIZER WEST RYDE SITE

Pfizer, like any organisation, has certain rules and guidelines. These are important and all employees are required to know and follow them. The following rules and guidelines provide some basic guidance as to what is considered acceptable conduct. They reflect our expectations and responsibilities associated with being a Pfizer employee and assure our effectiveness as a team.

When an employee violates a rule or does not perform as reasonably required, the facts and circumstances of the individual case are considered. According to the seriousness of the problem, a warning, final warning or dismissal will follow. In order to make impartial judgements towards alleged offences, Pfizer rules have been divided into three groups with a recommended course of action if a rule is broken.

The following rules cover a broad range of employee actions, but are not all inclusive. There will be occasions where an employee engages in a breach of normal good conduct standards which are not specifically mentioned in this document, but for which discipline is warranted. These instances will be dealt with on a case-by-case basis.

All rules are subject to periodic revision and by mutual consent.

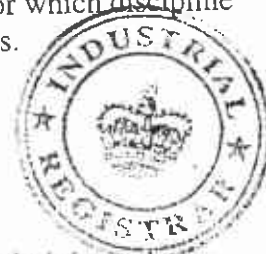
GROUP 1

The problems with Group 1 vary in degree of seriousness and will be administered through the normal steps of the Counselling and Corrective Guidance Procedure of the Pfizer Employees Enterprise Agreement. Violations in the good housekeeping and manufacturing practices sub-group will be treated as the same offence for counselling purposes.

Violations of good housekeeping and manufacturing practices as explained in the Pfizer Standard Operating Procedures and TGA Good Manufacturing Practice.

Examples include

- Failing to wear regulation hair covering and hearing protection in restricted areas.
- Wearing of jewellery in product protection areas.
- Chewing gum or eating food and drinks in product protection areas.
- Carrying materials in a manner which might permit them falling into product.
- Smoking on site, except in the authorised smoking areas.
- Altering uniforms, wearing uniforms in an improper manner or wearing uniforms off site unless required by job duties.



General Performance Issues

These offences will be treated as individual violations.

Examples include:

- Overstaying lunch or break periods.
- Reporting late.
- Leaving job assignment without being properly relieved.
- Violation of safety policies and practices.
- Removing or defacing signs or bulletin board notices and posing of offensive material.
- Improper possession of Company, other employees or contractors property.



GROUP 2

These are serious problems which could warrant a final warning for the first violation and will be administered through the normal steps of the Counseling and Corrective Guidance Procedure.

- Using threatening language, threatening or intimidating other employees, contractors or clients.
- Defaming another employee's character by spreading false and/or malicious information.
- Serious neglect of work that could cause extensive product loss or equipment damage.
- Unsafe acts that could result in serious harm to yourself, other employees, equipment or plant facilities.
- Vandalising company property.

GROUP 3

Some problems are so serious that the first violation would probably call for termination. The employee could be suspended on full pay and notified later when all the facts have been collected. It may be decided that a period of suspension without pay and/or an open letter in the employee's file is a more appropriate penalty than termination.

- Stealing of Company property, another employee's or Contractor's property.
- Using, being noticeably under the influence of, possessing or selling any intoxicant or illegal drug while on duty or on Company premises. To ensure we maintain a safe working environment employees who are taking prescribed medication must advise their Area Manager, to seek advice on suitability of work duties.
- Sleeping in concealment while on duty.
- Carrying or possessing weapons on company property.
- Maliciously attacking fellow employees or Contractors.

- Deliberately abusing or destroying company property, another employee's property, or Contractor's property.
- Deliberately contaminating Product or sabotage of equipment.
- Falsifying employment applications, medical records, work records, or other records or reports.
- Walking off the job or leaving the plant without following the procedure detailed in the Enterprise Agreement.
- Violating any State or Federal laws or regulations, which are criminal acts against Pfizer, excluding legitimate industrial action as permitted by law.

Serious and willful breaching of Pfizer's safety policy and/or the provisions of the Occupational Health and Safety legislation.

Discriminating against fellow employees on the basis of sex, marital status, religion, colour, race, ethnic background or disability.

Smoking in areas where smoking presents a safety risk, e.g. Silos, near flammable materials.



APPENDIX TWO

OCCUPATIONAL HEALTH AND SAFETY POLICY

Pfizer Pty Ltd is committed to providing a safe and healthy work environment for all employees. It is the policy of Pfizer to make every reasonable effort to prevent accidents, protect employees from injury and to promote the health, safety and welfare of all employees.

This commitment means that all working methods, practices, procedures, machinery, equipment and plant will be regularly audited to ensure Pfizer meets the highest safety standards.

Safety and risk management are central to successfully performing any job or task.

An occupational health and safety committee, comprising representation from management and employees, will meet to consult on safety and health issues, overseeing the ongoing development and implementation of the occupational health and safety program.



The occupational health and safety program focuses on all aspects of safety and health at work including:

- Training, awareness and education initiatives.
- Analysis of work methods and practices in light of changes ie technological changes.
- Changes to safety standards and procedures.
- Emergency and evacuation procedures.
- Workplace safety inspections and audits.
- Accident, injury and illness reporting and recording.

To successfully implement this policy and ensure the workplace is safe and healthy, manager, supervisors and employees have responsibilities:

RESPONSIBILITIES

(a) Employees

Each employee is responsible for ensuring their actions and behaviour at work adhere to safety standards, instructions and requirements.

Specifically, this means that employees:

- Must not jeopardise their safety or the safety of others while at work.
- Must not misuse, damage, refuse to use or interfere with anything provided by the employer in the interest of occupational health and safety.