

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/26

TITLE: Bristol-Myers Squibb Pty Ltd (Rydalmere) Enterprise Agreement 1998

I.R.C. NO: 98/5832

DATE APPROVED/COMMENCEMENT: 1 July 1998

TERM: 1 April 2000

NEW AGREEMENT OR
VARIATION: New. Replaces EA97/139

GAZETTAL REFERENCE:

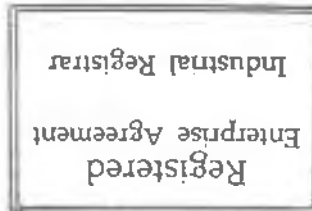
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COVERAGE/DESCRIPTION OF

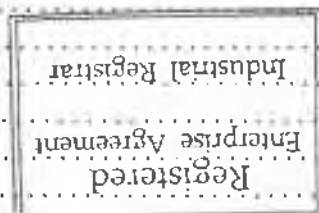
EMPLOYEES: Applies to all BMS employees working at 320 Victoria Road, Rydalmere, and engaged in the occupations associated with production, stores and quality assurance

PARTIES: Bristol-Myers Squibb Australia Pty Ltd -&- Shop, Distributive and Allied Employees' Association, New South Wales



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SECTION 1 - PREAMBLE

1.1 Title

This agreement is the Bristol-Myers Squibb Pty Ltd (Rydalmere) Enterprise Agreement 1998.

1.2 Parties

This Agreement is made between:

Bristol-Myers Squibb Australia Pty Ltd, Consumer/Nutritional Division, Rydalmere, and its employees and the Shop Distributive and Allied Employees Association (New South Wales Branch).

1.3 Coverage

This agreement will apply to all BMS employees working at 320 Victoria Road, Rydalmere, whose work responsibilities are described in the Skills Development System in the occupations associated with production, stores and quality assurance.

1.4 Duration

This agreement will begin on July 1st, 1998 and will remain effective until 1st April, 2000.

A review of the operation of the Agreement:

- shall be made after 6 months and/or
- may be conducted on the nomination of any party after 6 months

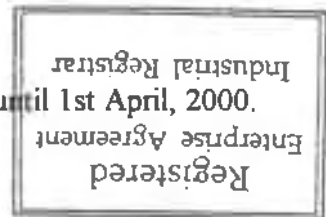
The parties will start development of a new agreement three months before expiration of this Agreement.

This agreement shall prevail over any inconsistencies with the parent award, The Drug Factories State Award and The Warehouse Employees Drug (State) Award.

The terms and conditions of this agreement shall be read and interpreted in conjunction with these awards.

1.5 Australian Workplace Agreements

The company undertakes during the life of this agreement that they will not pursue with any individual covered by this agreement any Australian Workplace Agreements under the Federal Workplace Relations Act 1996.

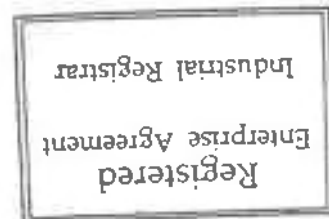


SECTION 2: ENVIRONMENTAL PROTECTION, HEALTH AND SAFETY

The company's policy is to protect the health and safety of its employees and of the public. We strive to exercise responsible stewardship of natural resources that are impacted by Company activities. To accomplish this, the Company is committed to maintaining management systems, programmes and procedures for the environmentally responsible management of:

- research and product development;
- manufacturing operations;
- packaging;
- transportation and distribution;
- marketing and sales;
- contracted goods and services.

We shall support this policy by maintaining compliance with applicable governmental laws and regulations, as well as the company's policies and requirements which are set out in the Environmental, Health and Safety (EHS) Policy, Codes of Practice, EHS Guidance, & Human Resources Policy and Procedures. Facility Management will encourage all employees to consider environmental protection and health and safety as inseparable parts of their everyday responsibilities. Any unapproved deviation from our standard operating procedures should be brought to the attention of the appropriate department manager immediately and is subject to the appropriate level of disciplinary action.



SECTION 3: THE BRISTOL-MYERS SQUIBB PLEDGE

This Enterprise Agreement has been developed with the full intention of bringing us all together under the Company's Policies and Procedures. All of the company's Policies can be found in the manual which is held within the Operation's Departmental office. All employees are invited to view the policies. It is a condition of this Agreement that no employee may copy any part of the manual without the written consent of the Operations Director. This also includes employees not covered by this agreement.

This Enterprise Agreement has been developed in line with the Company's policy of treating all employees fairly and respectfully. To this end it is necessary for us to include the BMS pledge to our employees, customers, suppliers, our environment and *each other*. This pledge is the basis to which we will run our business. These are our values and we will endeavour to work towards achieving them and making them our norm.

Our Pledge:

To those who use our products...

We affirm Bristol-Myers Squibb's commitment to the highest standards of excellence, safety and reliability in everything we make. We pledge to offer products of the highest quality and to work diligently to keep improving them.

To our employees and those who may join us...

We pledge personal respect, fair compensation and equal treatment. We acknowledge our obligation to provide able and humane leadership throughout the organisation, within a clean and safe working environment. To all who qualify for advancement, we will make every effort to provide opportunity.

To our suppliers and customers...

We pledge an open door, courteous, efficient and ethical dealing, and appreciation of their right to a fair profit.

To our shareholders...

We pledge a Company wide dedication to continued profitable growth, sustained by strong finances, a high level of research and development, and facilities second to none.

To the communities where we have plants and offices...

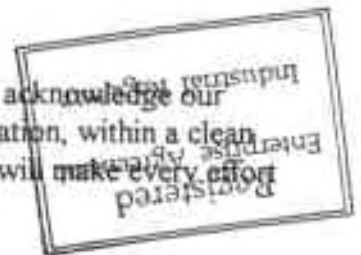
We pledge conscientious citizenship, a helping hand for worthwhile causes, and constructive action in support of civic and environmental progress.

To the countries where we do business...

We pledge ourselves to be a good citizen and to show full consideration for the rights of others while reserving the right to stand up for our own.

Above all, to the world we live in...

We pledge Bristol-Myers Squibb to policies and practices which fully embody the responsibility, integrity and decency required of free enterprise if it is to merit and maintain the confidence of our society.



SECTION 4: TEAMS AT BRISTOL-MYERS SQUIBB

Our goal is to continuously improve the areas in which we work. EHS, Quality, Productivity and Participation will continuously improve, through the cultivation of a strong team environment, throughout the whole organisation. The Company and its employees will pursue the creation of *'customer focused self-managed teams.'*

What is a self-managed team?

A team is a number of people with complementary skills who are committed to a common objective, goals and approach for which they hold themselves accountable. They work strongly as a team, valuing individuals diversity and opinions. They work to create harmony within and across teams throughout the Company.

Why do we want to cultivate a team environment?

We know that the potential of teams is unlimited and that teams are one of the best methods for improving overall performance of the Company whilst developing and rewarding individuals. We will do this by empowering teams to be accountable and take ownership of the business.

Our philosophy is *'One Team...One Dream'*. Within our organisation (*One Team*) there are a number of teams who focus on areas of growing and improving the business. We want to build on this success by developing the Team environment within our operation. This agreement is not just about the business, however. Greater participation in the development of the business will lead to an improved quality of work life.

How will we cultivate a team environment?

We will equip team members with the skills needed to function in a team environment and develop them to be decision makers. We have developed a Skills Development System which we believe will assist us with this. However, it is not the only answer. We will develop Teams around the values of the Company and the single most important policy of treating one another fairly and with respect.

The leadership of our Company believes in the development of its employees, it is our pledge. With continued support from upper management, this is the first step.

How long will it take?

Our organisation is constantly learning and the transformation to teams will take effort and time. Moving to teams can be difficult so we will make assessments and adjust as our business environment changes. The point is we will never stop learning, developing as individuals and improving our processes.

What will it look like when we get there?

There are no specific rules that teams need to follow. Over a period of time the teams will evolve and mature gradually taking responsibility for areas such as quality assurance, production scheduling, recruitment, training and other areas. Therefore as teams develop and become more accountable, the current management roles will change from less direct, administrator roles to more coaching and advisory roles.

SECTION 5: SKILLS DEVELOPMENT SYSTEM (Annexure 1)

The new classification structure has been designed using the previous structure and training programme (Annexure 10). The new system was developed by a subcommittee formed from a Consultative Committee request. At each stage the system has been reviewed and improved upon by the Consultative Committee to ensure conformity.

The new system is skill block based. Employees gain skills from undertaking additional training with the objective of improving safety, quality, productivity and participation. Skills gained will become skills paid for when it has been determined there is a need by the Company or department manager/leader and when the person is deemed to be competent. Deemed to be competent will be formally identified through skills asset monitor/assessment. Appeals are to be made through the Consultative Committee. The general rule of thumb is that the skills must be used at least routinely. As with the previous agreement as employees income raises they may perform duties at classifications below their pay in other departments in addition to their normal department.

Within the framework of the teams it is unlikely that any one member will be responsible for many areas. It is desirable to spread the workload across the team members combining complementary skills. For example, a line leader would probably not be responsible for mechanically changing over a piece of equipment as well as performing line leader duties. The line leader should have a working knowledge of the processes required. Mechanical changeovers will be the responsibility of the operators.

5.1 Receiving

All staff will be required to follow the current classification structure up to and including level 4 competencies. From there the current level 4 will be split into 3 task based areas. These are:

- Finished product testing/approving
- Testing/approving packaging materials
- Raw material sampling

The 3 areas may be trained for and approved in any order following successful completion of the first 3 levels.

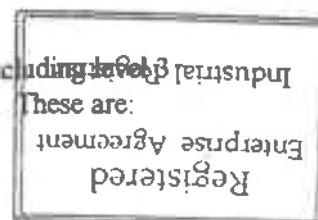
5.2 Compounding

All staff will be required to follow the current classification structure up to and including level 2 competencies, which includes one work station. From there the current level 3 & 4 will be split into 5 task based areas.

These are:

- Dyes
- Pre-weigh / Dispensary
- Pharmaceutical Compounding Room
- Essence - (worth half a work station)
- Rollette - (worth half a work station)
- Herbal Essences Compounding Room

(The deionised water system is not a work station in itself but a necessary part of the overall process.)
At level 2 one full work station shall be chosen from any of the above so that there are four remaining full work stations over the current level 3 and 4.



5.3 **Packing** (Annexure 3)

All staff will be required to follow the current classification structure up to and including level 2 competencies. From there the current level 3 will be split into 2 task based areas and one permanent line leadership area. These are:

1. Changeover of Equipment (where the equipment is designed for quick release as far as is possible) and in accordance to the quick change programme.
 - Strip and reassemble fillers (lines 4, 6, 7, 8)
 - Size changes on auto cappers and cartonners across all lines.

The purpose of this is to encourage up-skilling and make the team more self-managing by being less dependant on fitters.

OR

2. Relief Line Leadership (RLL) within the team.

- Ensure that the team collects data about downtime on the line, effectively.
- Works with the line leader to ensure that all members of the team are contributing to team performance.
- Supports the line leader in the development of self-managed teams.
- Runs line as needed.
- Negotiates with the line leader about holidays and RDO's to ensure that either the LL or RLL are available to run the line as often as possible.
- Responsible for ensuring safety and quality.

OR

3. Permanent line leader on one line.

- Trained following current procedure, i.e. across all production lines.
- All duties of RLL.
- Ensure RLL is kept informed of any changes in running the line.
- To advise where necessary in production planning of their line, re-engineering their line, other areas of expertise.
- To take a proactive role in solving problems.
- Identify training needs of the team. Arrange for training through the team trainer.

The Line Leadership role will be maintained at the current level 4 for employees who are trained to permanently run multiple lines.

4. Permanent line leader on multiple lines.

- All duties of PLL.
- To be competent in performing line leader duties on multiple lines.

The table in Annexure 3 details a proposed training plan for the packing operation. The number of positions is a proposal and the Company will always try to meet and surpass this where possible but our environment is ever changing. This will largely be dependant upon our company's performance in the market place.

| |
|--|
| Registered Enterprise Agreement Industrial Registrar |
|--|

5.4 Distribution

All staff will be required to follow the current classification structure up to and including level 3 competencies. From there the current level 4 remains but there have been added additional development areas. These are: (See Annexure 4).

R&P Relief: Additional support at peak periods etc.

Distribution Clerk Rel: 1

Distribution Clerk Rel: 2

Stock Control and Non Inventory Purchasing

5.5 Laboratory

The Laboratory will follow the existing classification structure system.

Knowledge Based Skills (Annexure 2)

In order to achieve the vision for this site we recognise that we need to build our knowledge based skills. As such we have added some generic skill blocks which are focused on improving a process. It doesn't matter what this process is because the tools can be used to solve any problem. We are offering three broad bands:



1. Data collection & assisting with mapping a work process This is basic data collection on a process. This is a basic and fundamental requirement of employees and all levels in order to improve a process. The idea is to collect information and map it to see how it all fits together. The tools used for this skill will give teams an understanding of what they do within a process.
2. Gathering and interpreting data. Analysing and bringing data together with knowledge of a work process to improve it. The stages of this skill require the development of competence in using more abstract thought to analyse the present situation and change it. That is:
 - Can gather and interpret data using a variety of statistical tools.
 - Analyses and improves a work system on a consistent basis.
 - Monitors the efficiency of a work process to ensure that there is consistent improvement in efficiencies.
3. Process Improvement Trainer and Facilitator
 - Facilitates process improvement projects with people from various departments
 - Trains people in Process Improvement by conducting process improvement projects with teams
 - Evaluates the performance of the team according to improvements made by the team.

These additional skills would be fully developed over a two year period.

5.6 Relief

The purpose of relief is to allow wider flexibility across the organisation. All types of leave will need to be managed so as not to overlap.

5.7 General Business Appreciation

In order for employees to gain an understanding of the financial management of BMS, programs will be developed to assist employees understanding of Cost of Goods, Budgets, Planning and Profit & Loss.

5.8 Assessment of Competence

Employees will be assessed for competence in accordance with current practice. If there is a drop in performance for any reason then the Company's Performance Improvement Counselling Policy 9.1 will apply.

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SECTION 6: REMUNERATION AND HUMAN RESOURCES MANAGEMENT

6.1 Performance & Improvement Counselling

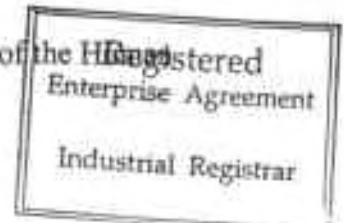
All forms of Performance & Improvement Counselling are dealt with within the guidelines set out in Section 9.1 of the Human Resources Policy and Procedure Manual. (Annexure 5).

6.2 Leave

Refer to the Annual Holidays Act, 1944.

All forms of leave are dealt with within the guidelines set out in Section 4 of the Human Resources Policy and Procedure Manual and attached as Annexure 6.

Note: Annual Leave entitlement is noted as 152 hours per annum.



6.3 Equal Employment Opportunities/Affirmative Action

The company's policy is to treat everyone 'fairly and with respect'. The Equal Employment Opportunity Policy is dealt with within the guidelines set out in Section 9 of the Human Resources Policy and Procedure Manual. (Annexure 9).

6.4.1 Payments

Employees will receive a 4% increase from July 1st 1998. From this point on it will be Company policy that all employees covered by this agreement are to receive an annual pay review effective the 1st April. This years review (4%) will run until March 31st 1999. The next annual review of 4% will come into effect from 1st April 1999 and run until March 31st, 2000. All wages will be paid on a monthly basis, on or about the 15th day of each month, direct into the employees nominated bank account.

Comparison of wages from previous Agreement (1997 - 1998) to new (1998 - 2000) Agreement

| | <u>1997</u> | <u>1998</u> | <u>1999</u> |
|------------|-------------|-------------|-------------|
| Effective: | 7/3/97 | 1/7/98 | 1/4/99 |
| Level 5 | \$631.00 | \$656.24 | \$682.49 |
| Level 4 | \$583.00 | \$606.32 | \$630.57 |
| Level 3 | \$545.00 | \$566.80 | \$589.47 |
| Level 2 | \$510.00 | \$530.40 | \$551.62 |
| Level 1 | \$465.00 | \$483.60 | \$502.94 |

I. Safety Net

At no stage will employees be disadvantaged versus the relevant award, based on total remuneration package and conditions of employment during the term of this enterprise agreement. Any pay anomaly will be calculated on a monthly basis. This condition does not apply to employees who move to lower levels due to performance reasons.

ii. Superannuation

The operation of the Bristol Myers-Squibb Zimmer Award Superannuation Plan is governed by a legal document known as the Trust Deed. The Trustees ensure that the plan is properly administered in accordance with this document. There are six trustees. Three are Plan members elected by the members, and three are appointed by Bristol-Myers Squibb.

The plan meets the requirements of the Government's standards for superannuation plans.

Further information on the Plan benefits are available in the Bristol-Myers Squibb Award Superannuation Plan Booklet.

6.4.2 Payment of Wages

Wages shall be paid by Electronic Funds Transfer (EFT) to each individual employee's nominated bank account on a monthly basis.

6.4.3 Allowances

The parties to this Agreement are committed to the total integration of all allowances into the base rate of pay during the life of this Agreement. All other allowances except for those listed below have been absorbed into the appropriate rate of pay for the relevant classification. These allowances will not apply to those employees in Staff Roles.

In addition to the rates of pay outlined in Clause 6.4.1 of this Agreement, the following allowances shall be paid as appropriate and will be paid separately at the following rates:

| | |
|---------------------|---|
| First Aid Allowance | \$10.35 per week (on attainment of St. John Ambulance Certificate and assigned as a First Aider for the company). |
|---------------------|---|

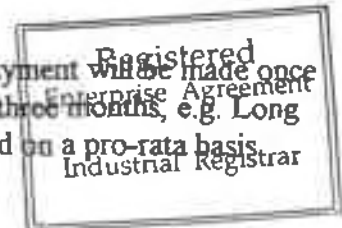
The payment of any other individual allowances will not be a feature of this Agreement. Employees and management accept that there will be no extra claims for allowances for the life of this agreement.

iii. Bonus for Non-Absenteeism

Based on a December to November period, the current bonus scheme described below will continue during the life of this agreement. The bonus scheme is only applicable to permanent full-time employees covered by the enterprise agreement and who have been employed by the Company for a minimum of 12 months at time of qualification. Absenteeism is defined as sick and/or personal/carers leave and does not include Annual Leave, Long Service Leave, RDO's, Jury Leave, Study Leave, Military Leave, Maternity Leave or Bereavement Leave.

| | | |
|---|---|--------------------|
| No absenteeism for 1st 6 month period | = | 1 bonus day |
| No absenteeism for 2nd 6 month period | = | 1 bonus day |
| No absenteeism for entire 12 month period | = | <u>1 bonus day</u> |
| <u>Total</u> | = | 3 bonus days |

Bonus days will be paid at the employee's appropriate rate of pay. Payment will be made once only in December. Where an employee is away on leave in excess of three months, e.g. Long Service Leave, Maternity Leave, the above bonus payment will be paid on a pro-rata basis.



6.5 Grievance Procedure

Policy:

Where a grievance/dispute arises an employee shall seek remedy by using the process described below:

The elements of this policy are:

1. Any grievance or dispute will be dealt with as quickly as possible.
2. To ensure that the proper relationships are preserved such matters must be handled through the supervisor concerned
3. No employee will be disadvantaged as a result of acting in terms of this procedure.

Procedure:

The following procedure applies in dealing with grievances from an individual or group of employees. It also includes any matter which might lead to a dispute between employees and the company.

Step 1: The employee (or representative of the group) will discuss the grievance with the immediate supervisor.

If not resolved, proceed to Step 2.

Step 2: The employee and supervisor will inform the department head of any grievance or dispute. At this stage the employee may be accompanied by the union delegate if he/she requests it. The department head will endeavour to resolve the grievance/dispute.

If not resolved, proceed to Step 3.

Step 3: The matter is discussed with the Divisional Director, department head, the employee and the union delegate if the employee requests it.

If not resolved, proceed to Step 4.

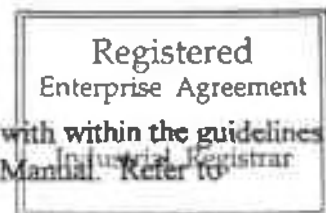
Step 4: The matter is discussed in a meeting comprising the Divisional Director and the Human Resources Manager. If a union member is involved the union organiser and delegate may also attend.

Step 5: If the matter is still unresolved it may be referred by either party to the NSW Industrial Relations Commission for conciliation and/or arbitration.

While all these discussions are taking place it is expected that all work activities will continue as normal.

6.6 Workers Compensation/Rehabilitation

All forms of Workers Compensation/Rehabilitation issues are dealt with within the guidelines set out in Section 7 of the Human Resources Policy and Procedure Manual. Refer to Occupational Health and Safety Act, 1983.



6.7 Union Relationships

i. Union Membership

All employees will have the choice as to whether or not they wish to be represented by a union on site. Employees may become members of the principal trade union which is the Shop Distributive and Allied Employees Association, New South Wales (SDA).

ii. Role of Union

The Company believes that employees would be best represented by one preferred trade union for the Rydalmere site. The union has a role to play in offering assistance and advice to its members and to offering training and benefits where the need arises.

iii. Right of Entry

The Company will allow an accredited official of the preferred union, to enter its building during working hours for the purpose of interviewing members of the union, giving 24 hours notice of their intention to enter the premises to meet with their members.

An accredited representative of the union shall enter the building through the main reception only. The representative of the union shall not unduly interfere with the working of the operation and the appropriate managerial personnel will be notified by the receptionist when such entry is requested.

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

iv. Union Delegates

The Company recognises the right of the duly elected Union Delegate(s) to represent employees on matters pertaining to grievances and other issues relating to this agreement.

v. Trade Union Training

Refer Drug Factories (State) Award Clause 31.

SECTION 7: TERMS AND CONDITIONS OF EMPLOYMENT

Employment will be on a full time, part time or casual basis.

All permanent employees covered under this agreement, shall be employed on a weekly basis.

7.1 Part-time employees

A part time employee is defined as a worker, employed on a permanent basis who is required to work less than 30 hours per week.

- i. Part-time employees may be employed as required.
- ii. Unless otherwise specified, the ordinary span of hours shall be the same as those prescribed for full-time weekly employees provided that part-time employees hours shall not be less than fifteen (15) hours per week. All work performed outside of ordinary hours shall be paid for at the appropriate overtime rate.
- iii. Part-time employees will be paid at an hourly rate of pay which will not be less than the rate of one-thirty eighth of the weekly wage of the appropriate equivalent full-time classification.
- iv. All other provisions of this Agreement with respect to annual leave, sick leave and holidays shall apply to part-time employees on a pro-rata basis.



7.2 Casual Employees

In this agreement, a casual employee shall mean an employee supplied to Bristol-Myers Squibb by another Company, engaged on a hourly basis to perform, short term work to meet peak demands with no set hours of work, unless otherwise specified. The casual employee's contract of employment finishes at the end of each day of work.

The Company believes it is preferable to have the maximum number of employees on site as full time permanent employees. However, there will be circumstances such as promotional periods where the total number of casual employees (incl. agency casuals) may increase to levels as high as 50% of total employees.

- i. Casuals will be paid an hourly rate of pay. The casual rate of pay will be based on 86.3% of the first level for each area to which they are assigned divided by 38 plus 17.5% casual loading plus 1/12 annual leave calculated to the nearest cent.
- ii. The span of ordinary hours for casual employees, including meal breaks, shall not exceed ten (10) per day or 38 per week. All work performed outside of ordinary hours shall be paid for at the appropriate overtime rate.
- iii. Casual employees will be engaged for a minimum of four (4) hours for any one engagement.
- iv. The determination for the need for casual labour will be the responsibility of management.
- v. Casual employees are entitled to long service leave as provided for in the NSW Long Service Leave Act.

7.3 Probationary Employment

- i. A Probationary period of three (3) months will be applied to all new employees. The probationary period shall commence from the date of engagement to permanent employment status.
- ii. The Company may terminate a probationary employee who does not satisfactorily meet any one of the following standards:
 - Job Performance - quality/quantity of work, knowledge of job, general attitude
 - Conduct - co-operation with management and other employees, adherence to Company policies and regulations including the OH&S & environmental policy
 - Attendance and Punctuality.
 - Any breach of Company policy.
- iii. Probationary employees will be subject to three reviews on a monthly basis during the period of probationary employment, involving their immediate supervisor/manager/peers (Refer Annexure 10).
- iv. A probationary period may extend, by mutual agreement, for a period of one (1) month, when additional time is required to evaluate the employee to meet the above standards. In these cases, the employee will be notified in writing of the extension by their supervisor.
- v. All employees will be subject to the conditions of the probationary period once employed on a permanent basis.
- vi. An employee while engaged on a probationary period may be terminated with one (1) week's notice.



7.4 Separation of Employment

All forms of termination of employment from the Company are dealt with within the guidelines set out in Section 11 of the Human Resources Policy and Procedure Manual. Annexure 7.

Management and employees will abide by the following as part of this Agreement:

I. Resignation:

Employees terminating their employment through resignation must confirm their intention in writing within the appropriate period of notice, being one week for employees covered by this agreement.

Where requested and with the agreement of the employee, the Human Resources Department will conduct an Exit Interview with the departing employee.

ii. Dismissal:

Dismissal of an employee should only occur after a review is made by the relevant Department Manager in consultation with the Human Resources Department and the Divisional Head discussing the incidents leading up to this action.

iii. Notice of Termination:

- a. Except in the case of misconduct, when employment may be terminated without notice, the employment of a permanent or part-time employee may be terminated by the payment or forfeiture of wages in lieu of notice in accordance with the Workplace Relations Act 1996

| Service | Period of Notice |
|--------------------|------------------|
| Less than one year | 1 week |
| 1-3 years | 2 weeks |
| 3-5 years | 3 weeks |
| More than 5 years | 4 weeks |

Note: If an employee is over 45 years of age and has completed 2 years of service or more, the employee is entitled to an additional week.

- b. At any time where misconduct is suspected an employee shall be suspended with full pay and conditions pending a full investigation of the circumstances.
- c. In the case of misconduct, it is preferable that the services of the employee be terminated immediately or as soon as possible after the offence has been committed.
- d. Casual employees can be terminated with one hours notice and paid for the hours worked. In the case of misconduct a casual will be terminated without prior notice and paid for the hours worked.

e. Security of Employment:

Continuity of Employment, job security and future career prospects within the Company are all key objectives of Bristol-Myers Squibb in Australia. This Agreement, in itself, will not lead to forced redundancies. However, should the need arise due to other factors or influences, the Company agrees to follow the redundancy agreement as applicable with employees and relevant union, prior to any involuntary redundancies being implemented.

7.5 HOURS OF WORK

7.5.1 Ordinary hours of work

- i. Flexibility in the designated daily hours of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments.
- ii. The ordinary hours of work shall be worked continuously, except for meal breaks, between the operating hours of 6 am to 6 pm, Monday to Friday.
- iii. The regular working week for permanent full-time employees will be based on an average of thirty eight (38) hours over 5 days unless otherwise mutually agreed (Refer to point v.)
- iv. The rostered ordinary hours of work may be averaged over a twenty (20) day cycle, provided that the roster shall be fixed by mutual agreement between the supervisor/manager and the employee(s) concerned.

- v. Within the normal 38 hour rostered week, by mutual agreement employees may be required to work up to 10 ordinary hours on any week day at normal rates of pay.
- vi. The designated start and finish times of work are currently between the hours of 7:30 am to 4:00 pm, Monday to Thursday and 7:30 am to 15:10 pm on Fridays.

7.5.2 Rostered Days Off

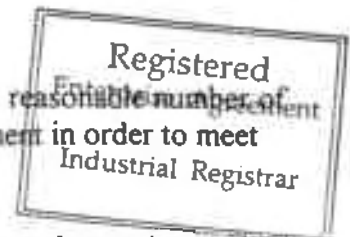
Principles of flexible Leave Days Bank

Leave under the flexible Leave Days Bank scheme is to be taken at a mutually agreed time between the employee and the Department Manager with minimum disruption to the operations (time taken will be at the Friday rate of 7 hours 20 minutes).

All forms of Rostered Days Off from the Company are dealt with within the guidelines set out in Section 8 of the Human Resources Policy and Procedure Manual. (Annexure 8).

7.6 OVERTIME

Employees would be expected to make themselves available to work a reasonable number of hours in excess of the normal rostered hours as requested by management in order to meet operational requirements of their job and the needs of the business.



Where practical, employees will be provided with reasonable notice to work overtime and full time employees will be given the first option to work overtime in preference to casual staff.

7.6.1 Overtime for employees other than team leaders.

Based on a 38 hour week for full-time permanent employees, overtime will be calculated as follows:

- i. 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 (1) hour.
- ii. 1.7x the ordinary rate of pay calculated after working in excess of the normal rostered hours from Monday to Friday.
- iii. Saturdays: Overtime will be calculated at 1.5x ordinary rate of pay for the first two (2) hours worked and 2x thereafter with a minimum payment of four (4) hours.
- iv. Sundays: Overtime will be calculated at 2x ordinary rate of pay for the whole day with a minimum payment of four (4) hours.
- v. Public holidays: Overtime will be calculated at 2.5x ordinary rate of pay for the whole day.
- vi. Overtime is calculated in this manner as a result of the flexible start and finish times required and the flexible operating span of hours as part of this Agreement.
- vii. Where overtime is worked, it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.
- viii. Where an employee has been unable to have the above break of at least ten (10) hours the provisions set out in SHIFT WORK, point vii. and point viii. shall apply.

- ix. Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the Company will provide them with a reasonable means of conveyance to where public transport is available, or, if no public transport is available, to their home.
- x. Where an employee is recalled to work overtime after leaving work (whether notified before or after leaving the premises) will be paid for a minimum of four (4) hours at the appropriate rate for each time they are recalled; or by mutual agreement by the employee and the Company, the employee is not required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period, will be paid only for their time worked.

7.7 SHIFT WORK

| |
|--|
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|--|

- i. "Afternoon Shift" shall mean a shift commencing after 12:00 noon and finishing after 6:00 pm but not later than 12:00 midnight.
- ii. A shift worker whilst on afternoon shift shall be paid 15% more than his/her ordinary rate for such shift. Provided that where work continues beyond midnight employees shall be paid at overtime rates i.e. 1.7 x ordinary rate of pay.
- iii. Shift workers shall be allowed twenty (20) minutes on each shift for a meal which shall be counted as time worked. These breaks are called Crib breaks and shall be taken at a time and manner which facilitates continuous production.
- iv. Day workers will be asked to volunteer for shift work, but, in the circumstance where there are insufficient volunteers, the Company will explore all options including the use of casual labour. However, as a last resort the Company shall have the right to select the appropriate employees to perform this work.
- v. Where practical, employees affected shall be given one (1) months notice of the introduction of shift work or the change of shift arrangements, provided that in emergencies seven (7) days notice shall be sufficient. However, this required notice period may be reduced by mutual agreement between the Company and the employees concerned.
- vi. Employees who are required to change shifts shall, wherever reasonably practical, be allowed ten (10) consecutive hours off duty between shifts.
- vii. An employee who has not had at least ten (10) consecutive hours between his or her standard shift finishing time and standard shift commencement time on the next day, shall be released from duties until he/she has had ten (10) consecutive hours off duty without loss of pay for normal working time during such an absence.
- viii. If on instructions of the Company such an employee resumes work without having had such ten (10) consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period. The employee shall be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for normal working time occurring during such an absence.
- ix. In the event of shift work being required we will design the shift pattern based on consensus through the Consultative Committee process.
- x. The overtime rate for shift workers is calculated using the ordinary rate of pay.

7.8 MEAL PERIODS (applies to shifts between the hours of 6:00 am and 6:00 pm)

A meal break will be as defined below:

- i. An unpaid meal break of one half hour will be taken between 3.5 hours and 6.5 hours from the time of commencement of duties.
- ii. Employees will be entitled to a paid morning tea break of no more than ten (10) minutes which may be taken within the first four (4) hours of work, at times which minimise disruption to the operation.

7.9 LUNCH TIME RELIEF

Lunch time relief fits perfectly with the Company's philosophy of '*One Team...One Dream*'. It operates by non-packing floor employees relieving machine operators for the 30 minute lunch break. This policy will operate for a period of 6 months. If at any time during this period the policy is unsuccessful we will cease practice. In any case at the end of 6 months if this policy is to continue on a permanent basis the consultative committee will meet to discuss the results and any possible rewards.

7.10 PUBLIC HOLIDAYS

- i. Public holidays will be those days gazetted by NSW and will include; Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day, Award Day



The above days will be taken on the date proclaimed as public holidays by the NSW state government and are subject to change by the government.

- ii. Work done on any public holiday or Easter Saturday shall be paid for at the rate of double time and one half with a minimum payment of four hours.

7.11 FULL OR PARTIAL SHUTDOWN

- i. It is normally expected that there will be one shutdown (partial or full) a year where a minimum of one months notice, management will indicate where some or all employees may be required to take annual leave as part of a required shutdown.
- ii. Nothing in this EA shall effect the right of the company to apply for stand-down orders in accordance with prevailing NSW legislation.

SECTION 8: NO EXTRA CLAIMS AND SIGNATORIES

All parties agree that during the life of the current agreement, no party will raise any further claims relating to the terms and conditions of the agreement.

This agreement has been negotiated through extensive consultation, commitment and participation between management and employees, both directly and through the Consultative Committee and the Union.

The contents of this Agreement have been canvassed with all parties.

All parties are entering into this agreement with full knowledge as to the contents and effect of the document. The parties declare that this agreement:

- is not contrary to public interest
- is not unfair, harsh or unconscionable
- was at no stage entered into under duress
- reflects the interests, objectives and needs of the parties

This agreement is made at Rydalmere in the state of New South Wales on 1st July, 1998.



AGREEMENT

SIGNED FOR AND ON BEHALF OF
Bristol-Myers Squibb Australia Pty Ltd
(Consumer/Nutritional Division)

[Signature] date 25.9.98

in the presence of

[Signature] date 25.9.98

SIGNED FOR AND ON BEHALF OF
SDA (NSW Branch)

[Signature] date 6/10/98

in the presence of

[Signature] date 6.10.98

SKILLS DEVELOPMENT PLAN

| Receiving | \$ | Compounding | \$ | Packing | \$ | Distribution | \$ | Laboratory | \$ |
|--|------------------|---|-----------------|--|---------------------------|--|--------|----------------------|--------|
| Receiving Duties | 530 40 | Compounding duties incl ONE full work station from list below: | 530 40 | Basic Line Operation All Line Operation, basic setup adjustments. Basic on-line QA on strip & cassette/like filter under instruction | 483 60 | Distribution Duties | 530 40 | | |
| All receiving including clerical or incoming QA | 566 80 | Dye Work Station (1) Dispensary & Pre-weigh Work Station (1) Pharma Work Station (1) Essence (0.5) Roller Work Station (0.5) Herbal Work Station (1) | | Relief Line Leadership within the Team Charger of Equipment using quick change methodology OR Permanent Line Leader on one line | +9 10 +18 20 136 40 | All distribution & relief clerical duties plus cycle counting, computer inventory control | 566 80 | Laboratory Assistant | 566 80 |
| Finished Product Testing Testing / Approving Packing Materials | +13 17 +13 17 | One Full Work Station in Worth One Half Work Station in Worth | 118 98 +9 49 | Permanent line leadership on multiple lines | 606 32 | Above plus full-time clerical role and Transport Coordinator OR one role from: R&P Relief Distribution Clerk Ref 1 Distribution Clerk Ref 2 Stock Control and Multi-buyer Purchasing | 606 32 | Laboratory Assistant | 606 32 |
| Relief Team Leadership | 656 24 | Relief Team Leadership or QA | 656 24 | Advanced Q.A & Team Building | 656 24 | Permanent Relief 3 months or more | 656 24 | | |

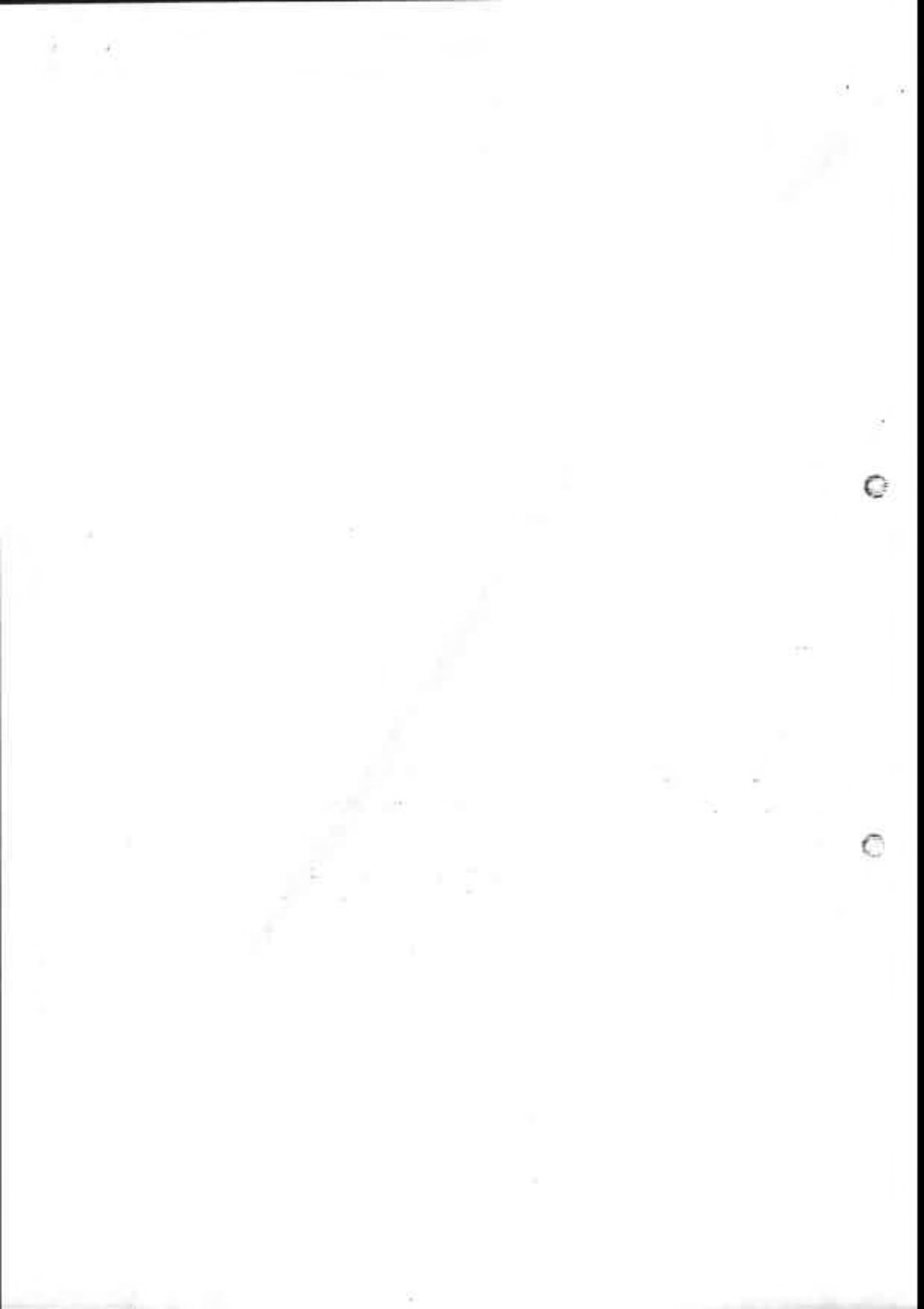
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| | \$ |
|---|-------|
| Data Collection | 0.00 |
| Gathering & Interpreting Data | 18 20 |
| Process Improvement Trainer & Facilitator | 16 40 |
| 1st Aid Allowance | 10 35 |

GENERAL TRAINING PLAN

| <i>Skill Block</i> | <i>Number of Positions Available</i> | <i>Time Frames for the Introduction of Positions</i> | <i>Person Responsible for Development of Training Material</i> | <i>Time Frame for the Introduction of the Training Program</i> | <i>Learning Process</i> |
|---|--------------------------------------|--|--|--|---|
| 1. Data collection and Work Process Mapping | All | Immediate | John Winchester | 1 Month | Training room using real data |
| 2. Analysing Data and Work Processes to Improve a Process | 3 | 12 months | Developed | In Progress | Within on the job Process Improvement Activities |
| 3. Process Improvement Trainer | 2 | Two years | Developed | In Progress | Consistent Practice within Process Improvement Projects both within and between Departments |

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DISTRIBUTION TRAINING PLAN

| <i>Skill Block</i> | <i>Number of Positions Available</i> | <i>Time Frames for the Introduction of Positions</i> | <i>Person Responsible for Development of Training Material</i> | <i>Time Frame for the Introduction of the Training Program</i> | <i>Learning Process</i> |
|--|--------------------------------------|--|---|--|-------------------------|
| Relief R&P: Finished Product Testing Testing/Approving Packing Materials | One | Two to Four Months | Use Current | Use Current | On the job. |
| Raw Material Sampling <i>General Training</i> | Two | 3 months (after development of training material) | A. Francis to identify skills. D. Sheridan to provide Ann with T&D format. Put into formal document, with assistance from D. Sheridan and G. Dick. | 2 weeks - 15/7/98 4 weeks - 31/7/98 | On the job |
| Distribution 2: Stock Control and Non-Inventory Purchasing. | One | As above | A. Francis to conduct the training. As above except M. Ewins / D. Baldwin to organise. | 2-3 months - Aug/Sept 1998 As above | On the job |

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BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

PERFORMANCE IMPROVEMENT
COUNSELLING

POLICY NUMBER: 9.1
PAGE: 1 OF 6
REVIEW DATE: Dec 1 2001

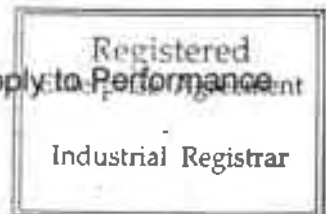
| | | | |
|----------------------------|--------------|---------------------------------|--------------|
| Prepared by: <i>J. Lee</i> | Date: 1/9/98 | Approved by: <i>[Signature]</i> | Date: 1/9/98 |
|----------------------------|--------------|---------------------------------|--------------|

PURPOSE:

Performance Improvement Counselling is a positive process which aims to give employees the opportunity to improve their job performance or behaviour to a satisfactory standard. If the employee fails to improve after all appropriate actions are taken, and termination of employment results, then the process aims to ensure the termination is not harsh, unjust or unreasonable.

There are occasions when a Supervisor or Manager finds the performance or behaviour of an employee unacceptable. This may be the result of unsatisfactory performance levels or work quality, absenteeism, breaches of Company rules and procedures, socially unacceptable conduct at work or other deviations from established standards. All these require prompt attention by the Supervisor or Manager.

The following policy and procedures outlines the principles which apply to Performance Improvement Counselling.



ELIGIBILITY:

All permanent employees of the Company

PROCEDURE:

1. INITIAL CONSIDERATIONS

Before considering commencement of the performance counselling process, the Supervisor must be certain the following actions have been observed:

- 1.1 The employee has been provided with a clear Job Description or Company Policy
- 1.2 Details of the acceptable standards of performance and/or expected



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Prepared by:

J. Lee

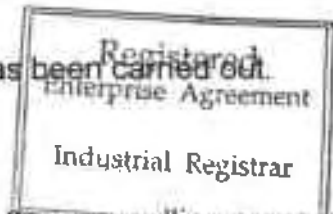
Date: 1/9/98

J. Lee

Date: 1/9/98

behaviour have been outlined to the employee.

- 1.3 Sufficient on-the-job training/coaching/counselling has been carried out.

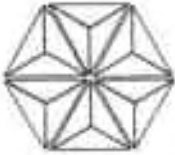


2. RESPONSIBILITY

- 2.1 The Supervisor must ensure that the occasions when the counselling process is to be used is when there is sufficient evidence of a shortfall in performance or behaviour which, if left uncorrected, could place the employee's continued employment with the Company in doubt.
- 2.2 The interests of both the employee and the Company must be safeguarded at each step of the process.
- 2.3 The employee's immediate Supervisor is responsible for carrying out the performance improvement counselling process. The Supervisor should keep his/her Manager and the Human Resources Department informed of the progress. In the event of termination, prior approval to terminate and the termination conditions must be obtained from the Human Resources Director, only after the Performance Improvement counselling process has been followed.

3. DOCUMENTATION

- 3.1 Details of all Performance Counselling Interviews must be documented on the "Record of Performance Counselling Interview" form (refer Attachment 1). This form serves as an accurate record of what was said at the interview, acts as an action plan for performance improvement and reinforces to the employee the Company's attitude toward maintaining its high standard of performance and behaviour.



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Prepared by: J. Rea Date: 1/9/98
 Approved by: [Signature] Date: 1/9/98

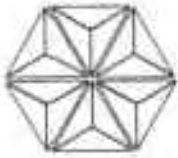
- 3.2 The "Record of Performance Counselling Interview" form should be completed, signed by both Supervisor and employee and distributed within 24 hours of the conclusion of the interview. Guidelines for conducting the interview are available on the back page of the form and further details can be provided by the Human Resources Department.
- 3.3 The employee should receive a copy of the form whilst the original is to be retained on their Personnel file.
- 3.4 If an employee refuses to sign the form, the Supervisor should make a notation on the form giving the reasons why.

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THE PERFORMANCE COUNSELLING PROCESS

Step One The employee should be verbally counselled on an informal basis. The Supervisor should spell out the nature of the deficiency, the problem caused, ask the employee why it occurred and their suggestions on how to improve and state the expected improvement. A follow-up date should be organised with the employee to review their progress (2-4 weeks). The date and summary of the conversation should be noted on the employee's personnel file.

An objective third party should be in attendance at any counselling process, either requested by the employee or Supervisor. The Supervisor should outline the next steps of the Performance Improvement Counselling Process if improvement is not achieved.



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POLICY NUMBER: 9.1

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REVIEW DATE: Dec 1 2001

Prepared by:

J. Lee

Date: 1/9/98

[Signature]

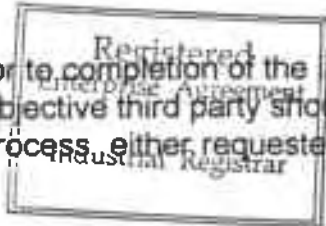
Date: 1/9/98

Step Two

In the event of failure to meet the required standards within the agreed time frame, a meeting will be arranged for a formal Performance Counselling Interview. This must involve the use of the Record of Performance Counselling Interview form and the following areas must be covered:

- Details of Deficiencies
- Employee's response
- Corrective Action Plan
- Next Review Date

A Review Date should be set prior to completion of the interview and held within one month. An objective third party should be in attendance at any counselling process, either requested by the employee or Supervisor.



Step Three

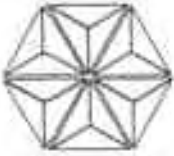
This step is the follow-up interview to review progress and should be held on the review date previously agreed upon and documented on to the employee's personnel file.

If the problem has been addressed and improvement achieved as required, the purpose of the interview should be to acknowledge the fact.

If the problem has not been corrected, it may be appropriate to repeat Step Two.

Step Four

If the problem has still not been corrected after STEP THREE and there are no remaining alternatives, termination of employment will be considered.



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 REVIEW DATE: Dec 1 2001

Prepared by: *J. Koca* Date: 1/9/98
 Approved by: *[Signature]* Date: 1/9/98

On all occasions, Supervisors should aim for agreement by the employee on specific performance/behaviour standards and allow at least/most 4 weeks between counselling interviews.

It should also be specifically noted that in cases of severe or significant behavioural or performance issues the Supervisor/Manager may cut out any or all of Steps 1 through 4 (refer Instant Dismissal Policy).

TERMINATION OF EMPLOYMENT



The final approval for the dismissal of any employee lies with the respective Departmental Director in consultation with the Human Resources Director. Where dismissal involves an employee at Department Manager level or above or an employee with more than 10 years service, the Managing Director of the Division concerned should be informed the termination of employment is to occur.

The employee should be informed this record of performance counselling will remain on their personnel file for a 12 month period. The employee should also be informed if during this 12 month period any other performance deficiency or breach of procedures by the employee may result in their termination of employment.

The dismissal of an employee will be the only alternative when all other problem-solving and counselling efforts have failed and improvement in performance/behaviour is not forthcoming or where the behavioural or performance issue is sufficient in law to warrant immediate termination of employment.



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HUMAN RESOURCES
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REVIEW DATE: Dec 1 2001

Prepared by:

J Lea

Date: 1/9/98

J Lea

Date: 1/9/98

The termination of employment interview should be concise and to the point, outlining the continuing deficiencies in performance/behaviour. If the employee is a union member, the employee's union delegate should be invited to attend the meeting.

A representative of the Human Resources Department or the respective Departmental Director should also be present at the termination interview.

Any instances of wilful misconduct, gross misbehaviour or theft by an employee should be managed under the conditions outlined in the policy on Instant Dismissal.

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**FLOW CHART
THE PERFORMANCE COUNSELLING PROCESS**

STEP 1

Supervisor counsels Employee verbally and a summary of the session placed on the Employee's personnel file.

STEP 2

If the issues are not resolved, a formal counselling interview takes place. This records:

1. Details of the problem areas.
2. Employee's response.
3. A plan to correct the problems.
4. Next review date.

STEP 3

This step is the follow-up interview or action agreed in Step 2.

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STEP 4

If the problem is not resolved, Repeat 3. The last action if all else fails is a recommendation that employment be terminated.

NB

1. The Supervisor may recommend immediate termination where he/she believes the behaviour or performance warrants such action and the Human Resources Department believes such action is not in contradiction of law.
2. Each step of the counselling process must be documented using the "Record of Performance Counselling Interview" form with a copy to employee and original placed on the employee's personnel file.

BRISTOL-MYERS SQUIBB

RECORD OF PERFORMANCE COUNSELLING

INTERVIEW

DATE OF
INTERVIEW:

TIME COMMENCED:
TIME FINISHED:

EMPLOYEE: _____

POSITION: _____

SUPERVISOR: _____

POSITION: _____

WITNESS: _____
(Optional)

POSITION: _____

PURPOSE OF INTERVIEW:

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DETAILS OF PERFORMANCE OR BEHAVIOUR DEFICIENCIES:

(The exact details of the performance deficiency must be clearly stated and quantified. Details should be given of where the individual fell short of the required Company standard and the problem caused by the shortfall in performance.)

EMPLOYEE'S RESPONSE:

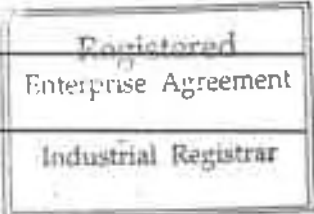
(The employee must be given an opportunity to explain the situation. It is possible he/she may not be at fault or may have an acceptable reason for the action. Keep an open mind and obtain all details.)

(Attach extra pages if required)

CORRECTIVE ACTION PLAN:

(The employee should be told what improvement is expected, how it should be achieved and by what date. The employee should also be given opportunity to give own suggestions as to how to improve performance. Any assistance required of the supervisor should be offered and the consequences spelt out should the problem not be addressed and /or the employee fails to improve. Next to the performance or behaviour deficiency and proposed action section, it should also be noted who will take the action and when it should be completed. The nature of the corrective action plan will be based on the severity of the incident.)

| PERFORMANCE DEFICIENCY: | ACTION: | WHO: | WHEN: |
|-------------------------|---------|------|-------|
| | | | |
| | | | |
| | | | |
| | | | |



NEXT REVIEW DATE: _____ **TIME:** _____

(A specific date and time should be set at interview and agreed upon by employee and Supervisor.)

I acknowledge that the details on this form were discussed and agreed upon by all present at the interview.

EMPLOYEE: _____ **DATE:** _____

SUPERVISOR: _____ **DATE:** _____

WITNESS (Optional): _____ **DATE:** _____

Distribution: Original - Human Resources Department
Copy - Employee

SUPERVISOR'S GUIDELINES FOR THE INTERVIEW

1. Get all the Facts:

Do your homework! Be certain you have all the facts before questioning the employee about the deficiency or infraction. The information should be accurate and indisputable.

2. Be Humane:

It is possible the problem may be caused by reasons outside of the employee's control or there could be some underlying personal trauma causing the problem. Be firm, but be considerate.

3. Be Positive and Objective:

The cost of recruiting, training and developing employees is high. Consider the investment the Company has made in the individual and the effect of termination of their employment. It is often much less expensive (in terms of financial, time and emotional cost) to give extra effort to assist an employee to improve, than to replace the employee.

4. Act Promptly:

There should be no undue delay from the time the performance or behaviour deficiency is detected to the time action is taken. Unacceptable performance or behaviour which is allowed to continue unchecked for any period of time may be regarded by the employee as acceptable performance.

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5. Be Impartial:

The best way to undermine a corrective action programme is to counsel some employees for poor performance but not others. Always ensure that everyone is treated equally.

6. Be Fair:

Ensure the treatment of the individual is fair. The degree of corrective action must be relative to the nature of the problem and the individual's past service record.



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

ANNUAL LEAVE

POLICY NUMBER: 4.2

PAGE: 1 **OF** 3

REVIEW DATE: Dec 1 2001

Prepared by: *J Lea*

Date: 1/9/98

[Signature] Date: 1/9/98

PURPOSE:

Employees are entitled to four weeks paid leave per annum. This policy sets out the conditions and procedures to be followed in the taking of such leave.

ELIGIBILITY:

All permanent employees of the Company.

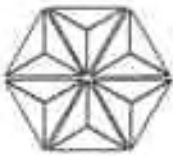


1. ENTITLEMENT:

- 1.1 All permanent employees of the Company are entitled to four weeks paid leave per annum.
- 1.2 A "week" is defined as that employee's standard weekly hours of work.
- 1.3 There is no minimum amount of leave to be taken at any given time.
- 1.4 No leave entitlement shall accrue whilst the employee is on Parental or Unpaid Leave.

2. TIMING OF LEAVE

- 2.1 Annual leave only becomes due upon the completion of twelve months continuous paid service.
- 2.2 With the permission of the Department Head and in consultation with the Human Resources Department, an employee may be granted his/her full annual leave entitlement prior to the due date, however, only employees with more than 1 years continuous service shall be eligible for such treatment.
- 2.3 The timing of leave is dependent upon the exigencies of the departmental workload as determined by the immediate supervisor and/or Department Head and must also be taken at the time of rostered closures or



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HUMAN RESOURCES
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ANNUAL LEAVE

POLICY NUMBER: 42

PAGE: 2 OF 3

REVIEW DATE: Dec 1 2001

Prepared by: *J. Lea* Date: 1/9/98
 Approved by: *[Signature]* Date: *1/9/98*

shutdowns where these apply.

- 2.4 Where the employee does not have sufficient leave entitlement to cover the entire departmental closure or shut down, the balance of leave which must be taken shall be unpaid leave or leave in advance, refer P. 22 of Employee Handbook and point 4.3 of this policy.
- 2.5 The Company shall publish its intention well in advance of any Departmental or Section closure or shutdown.
- 2.6 Annual leave must be taken within a maximum of 6 months of the date on which it becomes due. Exceptions to this clause of the policy may only be approved by the Departmental Director upon the written request of the employee. Such a request (routed via the Supervisor) must be made at least one month prior to the expiration of the 6 months to which it relates and must be supported with the reasons for such a request and stating exact dates on which leave is intended to be taken. It may not be extended beyond a further six months. Employees who do not take their leave by the expiry of this period may forfeit that leave (refer Annual Holidays Act, 1944).



3. Applications for Leave

- 3.1 Applications for leave must be submitted on the Company's "Leave Application" form (refer attached) and should be approved by the employee's immediate Supervisor and/or Department Head prior to forwarding it to the Payroll Department.
- 3.2 The Leave Application Form is completed in triplicate. The Supervisor and/or Department head authorises it and hands the bottom (pink) copy to the employee for his/her own records, keeps the middle copy (blue) for the Department's records and forwards the top copy (white) to the Payroll Department who will place a copy on the employee's file after processing the application.



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HUMAN RESOURCES
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ANNUAL LEAVE

POLICY NUMBER: 4.2

PAGE: 3 OF 3

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lea

Date: 1/9/98

Approved by:

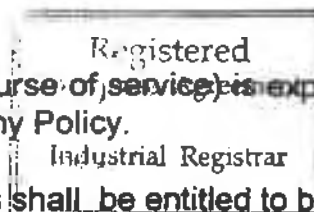
[Signature]

Date: 07/9/98

- 3.3 Application for leave should reach the Payroll Department at least two weeks prior to the due date of commencement of leave
- 3.4 In the event that the leave dates are altered either prior to the commencement of leave or upon earlier than expected return from leave, the employee must complete an amended leave form stating the changed dates of leave and clearly marked "Amended" at the top of the form and process the form through the usual channels.

4. Payment in lieu of Leave:

- 4.1 Payment in lieu of annual leave (in the course of service) is expressly forbidden by law and prohibited by Company Policy.
- 4.2 Upon the termination of service, employees shall be entitled to be paid for any leave entitlement accrued to the date of termination (and not forfeited as in Paragraph 2.6) but not taken by them and calculated at his/her rate of pay at the date of termination.
- 4.3 Should the employee have been granted leave in advance and therefore in excess of his/her entitlement at the date of termination, the Company may deduct such amount as is owed from the employee's final salary.



5. Payment Whilst on Leave

- 5.1 Employees may request to receive pay which would normally be banked for them during their period of Annual Leave earlier. Such requests should be lodged with their application for leave and must reach the Payroll Department 2 weeks or more prior to the date of commencement of leave if they are to be processed.

6. Annual Leave Loading

- 6.1 Annual leave loading is absorbed into employees base salary and is therefore not paid to any employees.



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HUMAN RESOURCES
POLICY & PROCEDURE

BEREAVEMENT LEAVE

POLICY NUMBER: 45

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: *J. Lea*

Date: 1/9/98

Approved by: *[Signature]*

Date: 26/9/98

PURPOSE:

To provide employees who have suffered a bereavement whilst the employee was in active service (i.e. not if the employee is on annual or sick leave) of up to three days paid leave.

ELIGIBILITY:

All permanent employees of the Company.

PROCEDURE:

1. The Company will grant an employee, upon receipt of a **duly completed leave form** requesting Bereavement Leave, up to three days paid leave.
2. Bereavement Leave is only applicable where there has been a death of a close family member.
3. Close family member is defined as all direct ascendants or descendants of the employee or the spouse of the employee, as well as all siblings and their spouses of either the employee or the employees spouse.
4. For spouse read also "defacto" or same sex partner.
5. The three days granted by the Company may or may not be consecutive, as determined by the bereaved employee.
6. Employees who suffer a bereavement overseas and which may necessitate travel abroad may apply for annual leave and/or up to 26 days unpaid leave in addition to the Bereavement Leave.
7. Where the employee's psychological state does not allow them to return to work after three days, a medical certificate may entitle them to paid sick leave. (See policy on Sick Leave)





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CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

DEFENCE FORCE LEAVE

POLICY NUMBER: 47

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by:

A. Lea

Date: 1/9/98

[Signature]

Date: 28/1/98

PURPOSE:

An employee of Bristol-Myers Squibb Australia Pty Ltd, who is a member of the Citizen Military Forces or the Defence Forces Reserve, will, on production of a certified Unit Programme of Training or a letter from a certified officer of a Citizen Military Force Unit or the Defence Forces Reserve, be given time off for the purpose of attending the two weeks camp of continuous training.

ELIGIBILITY:

All permanent employees of the Company.

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PROCEDURE:

1. The two weeks may be taken in addition to normal annual leave, providing that the approval of the Divisional Head is obtained.
2. During absence on Army Reserve training the employee will continue to receive his/her normal pay, but the pay will be adjusted upon his/her return and the standard military pay will be deducted.
3. A Leave Application form (refer attached) will need to be filled out by the employee for Defence Force absences and forwarded to the Human Resources Department with the necessary documentary evidence.
4. Any absence in excess of two weeks will need to be taken as part of the employee's Annual Leave entitlement



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HUMAN RESOURCES
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JURY SERVICE LEAVE

POLICY NUMBER: 4.6

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by:

Jlea

Date: 1/9/98

[Signature]

Date: 28/8/98

PURPOSE:

When an employee of the Company is absent on Jury Service the Company will make up his/her normal pay for each day he/she is so engaged

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ELIGIBILITY:

All permanent employees of the Company.

PROCEDURE:

Eligibility for make-up pay will be established as follows:

1. The jury call-up notice is to be shown to and registered with the employee's immediate Supervisor.
2. The employee must advise their Supervisor of the first day on which attendance is required and subsequently give proof of the number of days on which he/she attended or served on the jury and of the amount of basic daily allowance paid as a juror. Incidentals such as meal money or travelling allowance may be retained by the employee.
3. During absence on jury service the employee will receive pay as normal, however, the pay in the month following their return to work will be adjusted accordingly by deducting the amount of money the employee had received for Jury Service Leave.
4. Absences on Jury Service Leave are to be shown as Special Leave on a Leave Application form and forwarded to the Human Resources Department with the necessary documentary evidence to indicate that such leave was in respect of Jury Service.



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HUMAN RESOURCES
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LONG SERVICE LEAVE

POLICY NUMBER: 43

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: *A. Lee*

Date: 1/9/98

[Signature] Date: 28/5/98

PURPOSE:

The Company adheres to the Long Service Leave provisions contained in the Act relevant to each State's Long Service Leave Act.

PROCEDURE:

1. Whilst legislation generally restricts the taking of leave to minimum periods of one month, consideration will be given to grant requests for shorter periods of leave, provided the employee has approval in principle from their Manager.
2. Long Service Leave may not be taken before the entitlement period has been achieved, e.g. after 10 years service in all States, with the exception of South Australia, where leave can be taken after 7 years.
3. A Leave Application form is to be filled out and forwarded to Payroll after authorisation from the immediate Supervisor and sent to the Human Resources Department, indicating the leave applied for is Long Service Leave.
4. All long service leave entitlements must be taken within six months of becoming due unless approval to extend that period has been obtained by the Managing Director of the Division concerned.

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HUMAN RESOURCES
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PARENTAL LEAVE

POLICY NUMBER: 4.4

PAGE: 1 OF 4

REVIEW DATE: Dec 1 2001

Prepared by:

alea

Date: 1/9/98

Approved by:

[Signature]

Date:

20/1/98

Policy:

Parental Leave encompasses Maternity Leave; Paternity Leave; & Adoption Leave. It may be taken in one of its forms by all permanent full-time employees and permanent part-time employees. It may be taken by one of a couple at anyone time, except for permitted overlap (refer this policy).

Maternity Leave:

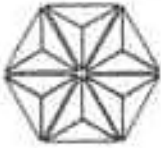
Policy:

Maternity leave is subsequent to medical confirmation, all permanent full-time and permanent part-time employees, who have completed 12 months continuous service, are entitled to unpaid maternity leave to a maximum of 52 weeks.



Guidelines:

1. Notice to take Maternity Leave is to be provided to the company, not less than 10 weeks prior to the birth. The employee must provide a letter of confinement from their doctor (doctor's certificate) confirming pregnancy and the expected date of the birth.
2. The employee is required to give notice to the company, in writing, not less than 4 weeks prior to the date the employee intends to commence Maternity Leave. The notice should set out:-
 - a) Confirmation of intention to take Maternity Leave;
 - b) Specific period of leave she intends to take;
 - c) Statement of the date of commencement of leave.
3. Compulsory leave of six weeks must be taken immediately following the birth, but can not be absent for more than 52 weeks.
4. The employee may take long service or annual leave as substitute or in addition to Maternity Leave, but combined, can not exceed 52 weeks. Sick leave can not be utilized in substitution for unpaid Maternity Leave.



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HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4

PAGE: 2 **OF** 4

REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

Prepared by:

A. Rea

Date: 1/9/98

Approved by:

Date: 22/09/98

5. **Maternity Leave** will be reduced by any **Paternity Leave** or **Adoption Leave** taken by the employee's spouse, (spouse is also de-facto).
- a) The maximum amount of **Maternity Leave** is reduced by any "extended" (refer this policy) **Paternity Leave** taken by the employee's spouse.
 - b) **Maternity Leave** may not be taken while the employee's spouse is taking "extended" **Paternity Leave**.
 - c) The employee must produce a statutory declaration stating the period of any **Paternity Leave** sought or taken by her spouse.

Variations to Maternity Leave:

1. When confinement occurs earlier than expected, the 4 weeks notice (required to be given by the employee), shall be waived and the employee shall be entitled to give notice of the above details no later than 2 weeks, after the birth.
2. In the 8 weeks prior to the birth, the Company may give not less than 14 days notice requiring the employee to commence **Maternity Leave**. The Company may opt to have the employee commence **Maternity Leave** on any specific day within the period of 6 weeks, prior to the birth.
3. The date of commencement of **Maternity Leave** may be varied provided that:-
 - a) The employee gives notice at least 4 weeks prior to the last notified date of confinement;
 - b) Where the commencement is accelerated, at least 4 weeks notice in writing is required from the employee.
4. The date of return to work may be changed if the following is observed:-
 - a) The employee may change the date of return, without the consent of the company, once only, where there are no special circumstances.

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CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
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POLICY NUMBER: 4.4
PAGE: 3 **OF** 4
REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

Prepared by:

J. Lee

Date: 1/9/98

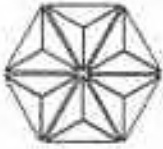
Approved by:

[Handwritten signature]

Date: 26/8/98

- b) The employee, with the consent of the Company, may change the date of return any number of times.
 - c) Any variation to the period of leave requires at least 14 days notice.
5. The Company shall not terminate an employee by reason only of the fact that she is, or has been pregnant, or on maternity leave.
 6. Where the leave is either to be extended or shortened no less than 4 weeks notice in writing must be given to the company, i.e. 4 weeks from when the employee was to recommence or 4 weeks from the new date proposed to recommence.
 7. Long Service Leave; Annual Leave, does not accrue whilst on Maternity Leave but the employee retains continuity of service. All benefits begin to accrue after the date of recommencement.
 8. An employee shall give not more than six weeks and not less than 4 weeks notice in writing of her intention to resume work.
 9. When the employee returns to work she is entitled to be appointed to her former position. Where this position has ceased to exist, she is entitled to be appointed to an available position which is as close as possible in status and salary to that of her former position, provided that she is capable or qualified to perform the work.
 10. Any Maternity Leave replacement employee shall be told upon appointment that the employee taking Maternity Leave is entitled to be re-appointed to her former position and therefore the replacement's position is only TEMPORARY.
 11. Maternity Leave replacement employees shall be provided with 4 weeks notice of the Maternity Leave employees intention to return to work.

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HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4
PAGE: 4 **OF** 4
REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

| | | | |
|--------------------------|--------------|---------------------------------|---------------|
| Prepared by: <i>Alea</i> | Date: 1/9/98 | Approved by: <i>[Signature]</i> | Date: 27/9/98 |
|--------------------------|--------------|---------------------------------|---------------|

Paternity Leave:

Policy: Unpaid leave will be provided to all permanent full-time and permanent part-time male employees, with 12 months continuous service with the Company, whose spouse is having or just had a baby.

- Guidelines:**
1. There are two distinct forms of Paternity Leave:-
 - i) Short Paternity Leave, which is a period of up to one week, which is available at the time of the birth.
 - ii) Extended Paternity Leave, is a further period of up to 51 weeks which must be taken before the child's first birthday and which is for the purpose of caring for the baby.
 2. The leave is to be **in lieu of**, not in addition to, the existing Maternity Leave entitlements, apart from the short paternity leave (refer 1. ii)).
 3. Male employees have the same job protection and are subject to the same conditions as those of women who apply for Maternity Leave.
 4. "Spouse" is defined to include de-facto spouse.

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Adoption Leave:

Is the same as Parental Leave, except it applies to both men and women employees. There is also two distinct types of leave:- Short which is 3 weeks unpaid leave; Extended which is 52 weeks less any short Adoption Leave taken by either spouse.



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

**SICK LEAVE/
 PERSONAL CARERS LEAVE**

POLICY NUMBER: 41

PAGE: 1 OF 3

REVIEW DATE: Sept 1 2001

Prepared by: *J-Dea*

Date: 1/9/98

Date: 1/9/98

PURPOSE:

To provide employees with paid leave when they are unable to attend work due to illness an /or injury.

ELIGIBILITY:

All permanent employees.

PROCEDURE:

1. Newly appointed employees will be provided with 10 days sick leave, ~~every twelve~~ month period of employment which will accumulate annually if untaken with no maximum.
2. Employees covered by the Bristol-Myers Squibb Enterprise Agreement will be provided with 76 hours sick leave, every twelve month period of employment which will accumulate annually if untaken with no maximum.
3. The sick leave entitlement is immediate, i.e. there is no qualifying period of service.
4. **Part time staff** - The sick leave entitlement for part time staff is calculated on a pro-rata basis dependent upon the number of hours worked.
5. **Notification of Absence**

5.1 To Immediate Supervisor

In all cases, an employee who is sick must contact his/her immediate Supervisor personally as soon as they are aware they will not be able to attend work due to illness or injury.

If the employee's Supervisor is unavailable, the next more Senior Manager must be notified of the employee's absence.

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HUMAN RESOURCES
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**SICK LEAVE/
 PERSONAL CARERS LEAVE**

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Prepared by:

Date: 1/9/98

Date: 1/9/98

5.2 To Human Resources Department

A Leave Application form is to be completed by the employee upon their return to work, and submitted to their immediate Supervisor. Medical Certificate to be attached where applicable i.e. two days or more sick leave occurs concurrently.

6. Medical Certificates

All Employees

- 6.1 No sick leave payments will be made for absences of 2 or more consecutive days without the provision of a medical certificate.
- 6.2 The Company reserves the right to ask for a medical certificate after one days absence where there have been three or more such absences in any 12 month period.

7. Prolonged Absences

7.1 Authorisation

Depending on the circumstances, additional periods of absence due to continued prolonged sickness may only be approved by the Managing Director of the Division concerned.

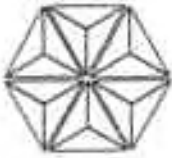
7.2 Superannuation Benefits

The Superannuation Plan provides certain benefits for temporary disablement. Further information is available from the Human Resources Department.

8. Payment in lieu of Sick Leave

Accrued Sick Leave entitlements are not paid out under any circumstances.

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BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

**SICK LEAVE/
 PERSONAL CARERS LEAVE**

POLICY NUMBER: 4.1

PAGE: 3 OF 3

REVIEW DATE: Sept 1 2001

Prepared by:

J. Lea

Date: 1/9/98

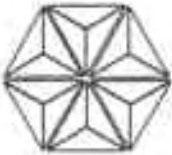
[Signature]

Date: 1/9/98

9. Personal Carers Leave

Employees are able to access their sick leave entitlement to care for a family member who is ill. The use of sick leave for such purposes is conditional on satisfactory evidence of illness; the employee having responsibility for the care of the family member concerned; and the family member of the employee's immediate family. A family member will be deemed, for the purposes of this policy, as follows:- wife; husband; child; stepchild; mother; father; sister; brother; grandmother; grandfather; mother-in-law; father-in-law; defacto; stepmother; stepfather.

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CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
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STATE EMERGENCY SERVICE / BUSHFIRE
BRIGADE LEAVE

POLICY NUMBER: 49

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: *J. Lea*

Date: 1/9/98

Date: 28/2/98

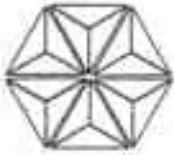
PURPOSE:

An employee of Bristol-Myers Squibb Australia who is a volunteer member of the State Emergency Service (SES) or any local Bushfire Brigade or Country Fire Authority (CFA), will be given time off for the purpose of assisting these volunteer organisations during emergency situations.

PROCEDURES:

1. Any leave required for emergency services will be approved at the discretion of the Divisional Head as paid leave. (Any training required of employees by these organisations will be at the employee's expense.)
2. Prior to the authorisation of any such leave, the employee must provide the following documentation to be retained on his/her personnel file:
 - 2.1 SES: Copy of the post-enrolment membership card
 - 2.2 Bushfire Brigade: Copy of booklet confirming enrolment upon completion of the BFB/CFA or other course.
 - 2.3 Leave for any of these organisations will only be authorised for periods in which a State Emergency has been declared.
 - 2.4 After an employee has taken SES/BFB/CFA leave he/she must approach that organisation for a letter of clearance stating the dates they were absent from work. This letter should be attached to the Leave Application form when processing their leave.





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CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

TERMINATION OF EMPLOYMENT

POLICY NUMBER: 11.1

PAGE: 1 OF 2

REVIEW DATE: Dec 1 2001

Prepared by: J. Lea

Date: 1/9/98

Approved by: [Signature]

Date: 28/6/98

ELIGIBILITY:

All permanent employees.

PURPOSE:

This policy sets forth the procedure under which all permanent contracts of employment may be terminated

PROCEDURE:

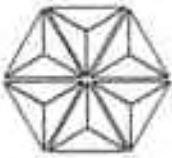
1. All terminations of employment contracts are to be in writing giving the required notice period. Please refer to your Letter of Offer or the Employee Handbook to determine which ever is applicable (except for probationary employees where it is one week's notice).

An employee may request the Company to waive part or all of the notice period which the Company may accept at its total discretion. It is also the prerogative of the Company to pay the employee in lieu of notice and terminate the contract immediately.

2. The letter of resignation should be addressed to the immediate Supervisor who will append any conditions of acceptance that he/she might wish to attach to the resignation and forward same to the Human Resources Department.
3. The Human Resources Manager/Director will officially respond to the employee by acknowledging the letter of resignation and setting out the terms and conditions attached to the termination of employment.
4. At the same time, the employee will be issued with a Certificate of Service.

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HUMAN RESOURCES
POLICY & PROCEDURE

TERMINATION OF EMPLOYMENT

POLICY NUMBER: 11.1

PAGE: 2 OF 2

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lee

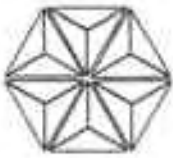
Date: 1/9/98

J. Lee

Date: 28/1/98

5. The Human Resources Department will initiate a Payroll Data Change form and obtain the necessary authorisations before submitting to the Pay Office who will calculate the final payroll benefits and ensure payment to the employee concerned within 48 hours of the final date of employment.
6. The Pay Office will initiate the withdrawal process of the employee's superannuation benefits and communicate to the employee.
7. The Human Resources Department will conduct an Exit Interview (see policy on Exit Interviews) and place on file.





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HUMAN RESOURCES
POLICY & PROCEDURE

INSTANT DISMISSAL

POLICY NUMBER: 11.2

PAGE: 1 OF 2

REVIEW DATE: Dec 1 2001

Prepared by: *S. Lea*

Date: 1/9/91

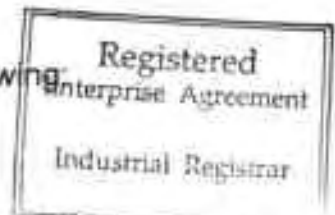
Date: 25/1/96

PURPOSE:

Instant dismissal of an employee is recognised by the Company as a most serious matter and as a means of terminating a contract of employment. It is not to be entered into without there being definite evidence of serious misconduct, compliant with legal requirements.

PROCEDURE:

1. Prior to commencing any action which may relate to dismissal, the Manager/Supervisor should consult their Department Director and the Human Resources Department.
2. Most awards or agreements give expression to the common law principle entitling an employer to summarily dismiss an employee in the event of misconduct.
3. There is no fixed rule of law defining the degree of misconduct which will justify instant dismissal. However, it has been established that the misconduct must be inconsistent with the fulfilment of the expressed or implied conditions of employment or the behaviour of such a nature as to expose the Company or its employees to criminal or civil suit or damages.
4. Misconduct has been defined to mean inter alia the following:
 - 1) theft
 - 2) assault
 - 3) dishonesty
 - 4) endangering the safety of others
 - 5) intoxication or under the influence of drugs
 - 6) insubordination
 - 7) negligence
 - 8) fraud
 - 9) wilful damage of Company property
 - 10) harassment (either sexually, physically or verbally) of employees.





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
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HUMAN RESOURCES
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INSTANT DISMISSAL

POLICY NUMBER: 11.2

PAGE: 2 OF 2

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lee

Date: 1/9/98

[Handwritten signature]

Date: 28/8/08

5. In order to ensure legal compliance, the Human Resources Department will check the circumstances of the case and advise management accordingly.
6. An employee may be suspended on full pay whilst investigations are carried out to determine the cause of events. The decision to do so rests with the Human Resources Department. The employee will not be permitted back on site whilst investigations are carried out and finalised. The Human Resources Manager/Director will keep the employee informed on the progress of investigations.
7. It should be noted that instant dismissal must occur as soon as practicable after the offence has been committed and detected. If the employee is permitted to continue working without being advised as to the offence it is possible that the offence has been condoned and instant dismissal cannot apply.
8. If as a result of careful examination of the evidence, it is decided by management that instant dismissal is warranted and the employee is a union member, then the actual process of dismissal will take place in the presence of the union delegate.
9. No dismissal may be entered into unless the approval of the Divisional Managing Director and the Director of Human Resources has been obtained.

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Bristol-Myers Squibb
CONSUMER/NUTRITIONAL DIVISION - REDUNDANCY PACKAGE

1. SEVERANCE PAY

A redundant employee will receive a benefit of four (4) weeks pay for each complete year of continuous service with a pro-rata calculation for completed months of service.

"Continuous Service" means the unbroken period of employment up to the point at which the employee is terminated and which would be recognised for Long Service Leave purposes.

2. LEAVE

A. Employees will receive pro-rata Long Service Leave from commencement date.

B. Employees will receive their current annual leave balance and pro-rata leave up to termination date.

3. NOTICE PERIOD

The Company will give a minimum four (4) weeks, or notice as required under the Workplace Relations Act 1996, notice of the actual ceasing date or payment in lieu if appropriate notice is not given.

Any employee who has received notice, and during the notice period finds other employment, will be permitted to accept such employment without loss of redundancy benefits.

4. OTHER ISSUES

A. A Department of Social Security Employment Separation Certificate will be issued to each terminating employee.

B. Each terminating employee will receive a Certificate of Service from the Company containing information on position held, length of service and reason for redundancy.

C. The Company will notify the C.E.S., where 15 or more employees are made redundant and assist in the locating of alternative employment with other employers.



- D. During the period of notice of termination an employee will be allowed up to one day's time off for each week of notice for the purpose of seeking employment. Proof of attendance at interview may be required.
- E. Details of estimated redundancy payments and Superannuation entitlement will be made available to each terminating employee at least two weeks prior to an individual's final working day together with information on roll-over options.

5. SELECTION FOR REDUNDANCY

- A. The Company reserves the right to select employees to be retrenched based on the consideration of specific skills necessary for the ongoing needs of the operation.

Whilst management will be able to choose those employees being made redundant, they will be taking into account those employees nearing retirement and offering the opportunity to discuss individual situations with those employees who would like to be considered for redundancy.

- B. When an employee is a union member the Company will consult with the Union at all stages of the selection process in order to establish impartial treatment.

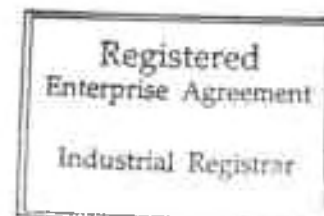
6. OUTPLACEMENT SUPPORT

The Company will assist employees to prepare to find new employment and offer financial advice to those employees who require assistance.

7. PAYOUT LIMIT

The total limit for a redundancy package is set at 104 weeks (26 years service) and equates to a maximum payout of 2 years pay.

- 8. The benefits under this agreement are not applicable to casual or temporary employees or to employees who resign or retire at normal retirement age.
- 9. Should any termination or redundancy occur 10 days prior to any Public Holiday then payment for such holiday will be included in the package.





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 8.3

PAGE: 1 OF 3

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lee

Date: 1/9/98

[Signature]

Date: 1/9/98

(b) **FLEXIBLE LEAVE DAYS BANK (RDOs)**

i) **Preamble:**

The intention of the Flexible Leave Days Bank is to allow the company to maximise flexibility in weekly operations demands, to ensure continuity of supply and service, as well as allowing employees to take leave at a time which is more tailored to their personal needs, eg. medical appointments etc.

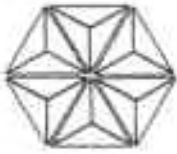
The focus of this Agreement is to encourage and provide for total flexibility in the workplace. To this end, the Company is committed to providing a Flexible Leave Days Bank to be utilised by all employees covered under this Agreement.

ii) **Principles of Flexible Leave Days Bank:**

The conditions of the Flexible Leave Days Bank scheme are as follows:

- (a) Leave under the Flexible Leave Days Bank scheme is to be taken at a mutually agreed time between the employee and the Department Manager with minimum disruption to the operations (time taken will be at the rate of 7 hours 20 minutes see point (j) of this clause) .
- (b) An allocation of twelve (12) Flexible Leave Days will be offered per annum to each employee. One (1) Flexible Leave Day is accrued after a 20 day working cycle.
- (c) These days will be allocated at the employee's normal rate of pay to which the employee would have been entitled had they been working on that day.

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BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 83

PAGE: 2 OF 3

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lea

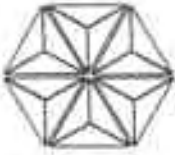
Date: 1/9/98

Approved by:

Date: 1/9/98

- (d) While the principle of twelve (12) Flexible Leave Days will be uniform, the method of allocating these days will vary from department to department because of the differing operations and production demands and limitations of each operating unit.
- (e) The Flexible Leave Days Bank will be administered by the Department Supervisor. All accrued leave will be recorded in the employees Flexible Leave Days Bank.
- (f) It is the responsibility of the Department Supervisor to ensure that no more than five (5) Flexible Leave days are accumulated in the employees "Flexible Leave Days Bank."
- (g) In the event that an employee has accumulated the maximum five (5) days in the Bank, that employee shall automatically be paid out any additional full day credits accrued at 7 hours 20 minutes at their ordinary time rate of pay.
- (h) Where an employee ceases employment with the company, any credit days owing to the employee shall be paid out at the employee's ordinary time rate of pay.
- (i) At any time, an employee may "cash-in" credit days, and will be paid at the ordinary rate of pay of seven hours, twenty minutes (7 hours, 20 minutes) per credit day.





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 83

PAGE: 3 OF 3

REVIEW DATE: Dec 1 2001

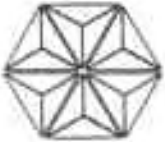
| | | | |
|---------------------------|--------------|---------------------------------|--------------|
| Prepared by: <i>I-Rea</i> | Date: 1/9/98 | Approved by: <i>[Signature]</i> | Date: 1/9/98 |
|---------------------------|--------------|---------------------------------|--------------|

This time is determined as follows:

| | |
|---|--------------------|
| | Paid Hours |
| Current RDO Friday off | 7 hours 10 minutes |
| Thursday prior to RDO early finish forgone | 10 minutes |
| | <hr/> |
| | 7 hours 20 minutes |

- (j) In the case of an emergency, an employee who has no credits available in the bank may be permitted by mutual agreement with their manager to take up one (1) day of credit in advance. (NB- This does not allow for the payment of cash in advance).





**Bristol-Myers Squibb Aust/ PTY.
CONSUMER/NUTRITIONAL DIVISION LTD**

ANNEXURE 9

POLICY NUMBER: 9.8

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

**HUMAN RESOURCES
POLICY & PROCEDURE**

**EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION**

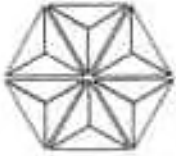
Prepared by: *J. Rose* Date: *1/9/98* Approved by: *[Signature]* Date: *1/9/98*

Policy: Employees of Bristol-Myers Squibb will be provided with equal employment opportunity, in all aspects of the employer - employee relationship on the basis of job related qualifications and ability to perform a job without regard to race, religion, sex, marital status, age, sexual preference or physical and/or intellectual impairment.

Guidelines:

- (1) This policy has been established by the Managing Director of Bristol-Myers Squibb Australia Pty Ltd, Consumer/Nutritional Division.
- (2) The Human Resources Manager is responsible for co-ordinating, reviewing and monitoring the Company's compliance and for the development of supportive programmes.
- (3) It is the responsibility of each Director/Manager and Supervisor to implement this policy and carry out any agreed affirmative action plans in their area.
- (4) All Company programmes and personnel actions including employment, compensation, benefits, promotions, transfers, terminations, training and educational assistance will be administered without discrimination and will be continuously reviewed to assure conformity to this policy.





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

PROBATIONARY PERIOD

POLICY NUMBER: 2.10

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

| | | | |
|----------------------------|--------------|---------------------------------|--------------|
| Prepared by: <i>J. Lea</i> | Date: 1/8/98 | Approved by: <i>[Signature]</i> | Date: 1/8/98 |
|----------------------------|--------------|---------------------------------|--------------|

PURPOSE:

The first three months of employment is the probationary period for all new employees.

PROCEDURE:

1. The Company may terminate a **probationary employee** with one weeks notice who does not satisfactorily meet any one or more of the following standards:
 - a) Job Performance; quality and quantity of work, knowledge of job, general attitude.
 - b) Conduct; co-operation with management and other employees, adherence to Company policies.
 - c) Attendance and punctuality.

2. A probationary period may be extended when additional time is necessary to evaluate the ability of the probationary employee to meet the above outlined standards. (See Performance Counselling Policy)
 - a) Extensions will be made on a month-by-month basis, and should not extend beyond 6 months from the date of employment.
 - b) The employee must be informed of the extension in writing by the Human Resources Department.

3. New employees covered by the Enterprise Agreement will be required to meet the performance expectations of the Probationary Evaluation Guidelines (refer attached) as per the Agreement.

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| Registered Enterprise Agreement Industrial Registrar |
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Bristol-Myers Squibb PROBATIONARY EVALUATION GUIDELINES

INTRODUCTION

This form was designed by the Bristol-Myers Squibb Consultative Committee in line with the performance expectations of the Enterprise Agreement.

AIM:

The aim of this form is to ensure that Bristol-Myers Squibb employs people who meet both the Company's and employee's work performance expectations.

GUIDELINES:

Completing the Form:

1. This form should be initiated by the employee's immediate supervisor/team leader. It is recommended that the supervisor keep a record of when the probation period ends in his/her diary to ensure follow-up is made.
2. The form should be completed on the third monthly review within the three month probationary period by the employee's immediate supervisor/team leader and two peers that work with the employee who will be known as the "evaluators".
3. It will be the supervisor/team leader's responsibility to choose which peers to complete the form.
4. A rating of one to five with appropriate criteria has been selected to measure the performance level of the individual.
5. The evaluator should fill in the scores for each category and then total the scores. Total sum of the scores divided by the 30 performance factors gives the Overall Average. Eg. each performance factor is 5, therefore 5 times 26 equals 130 (ie. the sum of all the scores). The Overall Average therefore is 130 divided by 26 which equals 5.



6. The evaluator should then match the Overall Average with the Evaluation Criteria.

Which is:

| <u>Overall Average</u> | <u>Meets Probation Requirements</u> |
|------------------------|---|
| 3 or above | Yes |
| Less than 3 | May need probation extended to meet Company expectations. Continuation of employment will need to be reviewed. |

7. Where the scores differ between evaluators it is the supervisor/team leader's responsibility to review each form and come up with a workable solution based on all the facts provided. The workable solutions should be in accordance with the Human Resources Policy 2.10.
8. If the supervisor/team leader is unable to develop a workable solution he/she should refer the matter to the consultative committee.
9. After each evaluator completes the form, the group of 3 should meet to compare evaluations. However, it is the supervisor/team leader's responsibility to give the employee feedback on the evaluation and if necessary the course of action required.
10. Once the form is completed and no further follow-up is required the supervisor should send all evaluations to the pay office for filing in the employee's personnel file.



Bristol-Myers Squibb PROBATIONARY EVALUATION RECORD

PERMANENT EMPLOYEES/CASUAL EMPLOYEES

This form should be completed on a monthly basis, for 3 months from the commencement date of employment by the employee's immediate supervisor, and two peers that work with the employee.

EMPLOYEE:

POSITION:

RATING GUIDE:

- 5 = good performance
- 4 = acceptable performance
- 3 = adequate performance after instruction
- 2 = adequate performance with constant supervision
- 1 = unacceptable performance

| PERFORMANCE FACTORS | RATING 1-5 |
|---|---|
| 1. Appearance: Dress appropriately Hygiene and grooming acceptable for work | _____ _____ |
| 2. Punctuality/attendance Advises when late or absent Arrives and leaves work on time Returns from breaks on time Attends work each day | _____ _____ _____ _____ _____ |
| 3. Interpersonal Behaviour Pleasant to co-workers Co-operates/interacts with other employees Accepts supervisory authority on tasks eg. no arguments Acknowledges instructions and directions appropriately When asked begins tasks promptly Accepts on-going guidance and correction Once task is learned, works without supervision Asks for assistance when necessary | _____ _____ _____ _____ _____ _____ _____ _____ _____ |

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| | | |
|----|--|-------|
| | Asks to borrow equipment, etc in a polite manner | _____ |
| 4. | Quality of Work Accurately completes all documentation | _____ |
| | Maintains compliance to Protocols/Procedures | _____ |
| | Meets acceptable quality standards of work | _____ |
| 5. | Quantity of Work Acceptable number of tasks completed within time frame | _____ |
| | Maintains and meets all deadlines | _____ |
| 6. | Judgement Considers all options in deciding upon correct course of action | _____ |
| | Makes sound decisions in most cases | _____ |
| | Shows initiative when applicable eg. if machine stops | _____ |
| 7. | Safety Hygiene | _____ |
| | Adheres to housekeeping policies | _____ |
| | Works in a safe manner | _____ |
| | Total score: | _____ |
| | Overall Average: | _____ |
| 8. | Employee's comments: | |
| | | |
| | | |
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EVALUATION CRITERIA

- > If the overall average is 3 or above then the employee has met the performance probationary requirements.
- > If the overall average is less than 3 the evaluators will need to compare scores and ensure fairness and continuation of employment for this employee will need to be reviewed in accordance with HR Policy 2.10 (Probationary Policy)

Based on the "above outline" has the employee met the performance requirements for the probation period ? Yes/No

If NO, please explain

Supervisor Signature: _____ Employee's Signature: _____

Date: _____

Date: _____

Upon completion please send this form to the Human Resources Dept. for filing on Employee's Personnel File.