

ENTERPRISE AGREEMENT

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*WYETH
AUSTRALIA
PTY LIMITED*

PARRAMATTA

*ENTERPRISE
AGREEMENT*

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(A) PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with the provisions of Section 115-142 of the said Act, entered into between:-

WYETH AUSTRALIA PTY LIMITED
Gregory Place PARRAMATTA NSW 2150

and

FEDERATED MISCELLANEOUS WORKERS'
UNION, NSW Branch

AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION, NSW Branch

ELECTRICAL TRADES UNION OF
AUSTRALIA, NSW Branch

AUSTRALASIAN SOCIETY
OF ENGINEERS

METALS AND ENGINEERING WORKERS'
UNION, NSW Branch

SHOP, DISTRIBUTIVE AND ALLIED
EMPLOYEES' ASSOCIATION, NSW Branch

THE AUSTRALIAN WORKERS' UNION, NSW Branch

It is agreed by the parties as follows:-

TITLE OF AGREEMENT

This Agreement shall be known as the Wyeth Australia Pty Limited, Parramatta, Enterprise Agreement.

(B) INTENTION

This Agreement shall only apply to employees in the occupations/trades identified and situated at the Gregory Place, Parramatta location.

(C) DURESS

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

(D) INCIDENCE

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

BUTTER, CHEESE & BACON FACTORIES &
MILK & CREAM CONDENSERIES (STATE)
AWARD

DRUG FACTORIES (STATE) AWARD

ELECTRICIANS, &c (STATE) AWARD

METALS AND ENGINEERING INDUSTRY
(NSW) Interim AWARD

MISCELLANEOUS WORKERS' - GENERAL
SERVICES (STATE) AWARD

WAREHOUSE EMPLOYEES - DRUG (STATE)
AWARD

Apart from the clauses specified in this Agreement all other clauses of the Award shall apply.

(E) ENTERPRISE AGREEMENT

INTENT

The Wyeth Australia Pty Limited, Parramatta Enterprise Agreement replaces the existing "common rule" award coverage and provides a single "enterprise focused" agreement.

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

The change to work arrangements WAPL seeks to implement will reinforce the importance of individual and teamwork contributions to the business. In return the Company is seeking a "freeing up" of restrictive work practises throughout its operation.

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

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

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

In shaping the future we will :

- a) Build more harmonious relationships and goodwill by developing mutual understanding through consultation and co-operation ;
- b) Further the growth and profitability of the Company for the benefit of all stockholders, i.e. customers, employees, shareholders, suppliers, etc ;
- c) Facilitate the introduction of new technology and associated change to enhance the Company's competitive position ;

- d) Establish skill-related career paths which provide an incentive for employees to participate in skill development ;
- e) Advance the working conditions and living standards of employees ;
- f) Provide the basis for continued secure employment into the next century.

1 WORKING ARRANGEMENTS

- 1.1 The site working arrangements, in the past, have varied between five (5) day, three (3) shift and seven (7) day, two (2) shift operations, a nine (9) day fortnight, depending upon the business demands prevailing at the time.
- 1.2 Under this Agreement, future working arrangements may continue to be altered on a departmental basis consistent with that department's need for operational flexibility.
- 1.3 Changes in working arrangements will be implemented through a process of consultation and agreement with the employees and unions affected.
- 1.4 Hours of work will be determined mutually between the parties, taking due account of the needs of the business and consideration of employee needs and appropriate rostering arrangements, as consistent with ACTU guidelines.
- 1.5 By mutual agreement with employees and the relevant Union a shift of up to twelve (12) hours ordinary time may be worked in any department as part of an employee's normal shift arrangements.
- 1.6 All working arrangements previously negotiated and agreed to via Structural Efficiency Principles and/or 4% Productivity And Efficiency Wage Cases will be incorporated into this Agreement, unless altered by the intent of this Agreement.

2 QUALITY

- 2.1 Quality of product and service is an essential emphasis in our operations. New working arrangements emanating from this Agreement will enhance product quality, team work, customer service, productivity and efficiency.

- 2.2 Consistent with the values of "excellence through quality" the parties agree to create and sustain conditions that encourage continuous employee commitment and long term competitiveness.
- 2.3 To emphasise the importance the Company puts upon quality, employee involvement and input will be sought as a contribution toward quality improvement.

3 SAFETY

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

4 CO-OPERATION

- 4.1 The company, employees and unions agree to co-operate in the suggestion and application of methods which will add value to the business and promote where possible:-

- * the health, safety and welfare of employees
- * efficient operations and outputs
- * good housekeeping and hygiene
- * harmonious employee relations

It is agreed that trials of new work arrangements to test improved ways of production and service need to be held. Employees and management will mutually agree the best methods to conduct these trials and their duration.

The consultative process will be based upon consensus decision making and may use such mechanisms as Departmental meetings, Delegates meetings, STEPS, Consultative Committees or Special Project groups. Resolution may need to involve the Human Resources Department, Union Officials and/or an independent arbitrator.

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

5 TRAINING

5.1 Objectives

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

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

Accordingly, the parties commit themselves to :-

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

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

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

All things being equal, the most senior person shall be selected.

6 CONTRACT OF EMPLOYMENT

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

Casual or term employees will be utilised where necessary to make up for shortages of labour during specified periods or for peak work loads.

Part-time employees eg. General Hands, may be employed to cover standard working arrangements on a permanent basis.

Refer Company Policy And Procedure: Casual, Part-time And Term Employees: A6; attached as 'Appendix B'.

6.1.1 Introductory Period - New Employees

The introductory period for new permanent employees will be a three (3) month probationary period. During this time their performance will be evaluated in accordance with Company procedures. Induction and required skills training will occur during this period. Should an employee prove to be unsatisfactory during or at the completion of this period, the employee may be terminated, or the probationary period extended. Prior to termination the relevant employee representative will be advised. When a new employee has satisfactorily completed the probation their employment conditions will be calculated from the commencement date of the probation period.

6.1.2 Flexibility

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

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

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

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

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

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

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

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

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

7 HOURS OF WORK

- 7.1 Hours of work will be determined mutually between the parties taking due account of the needs of the business, provided that the work arrangement between the Company and the relevant union is based on an average maximum thirty-eight (38) hour week. By mutual agreement normal working hours may exceed eight (8) on any day on a permanent shift basis on normal rates of pay and may exceed thirty-eight (38) hours in any week provided a roster covering a period of time that averages thirty-eight (38) hours per week is given to each employee.
- 7.1.1 By agreement with the employees and the relevant union a twelve (12) hour ordinary time shift may be worked in any department as part of an employee's thirty-eight (38) hour week.
- 7.1.2 The normal span of hours shall be 6AM - 6PM.
- 7.1.3 A Company objective is to standardise the hours of work to thirty-eight (38) hours per week progressively during the life of this Agreement, via consultation with the employees.
- 7.1.4 Employees will be granted R.D.O's on full pay as per existing departmental arrangements.
- 7.1.5 Management will allocate RDO's on a twelve (12) monthly basis. However, to ensure changing business demands and production requirements are met Supervisors/Managers will, where possible, prepare twelve (12) weekly rosters that take into account the different operating demands and constraints within their respective areas.
- 7.1.6 Employees may accrue a maximum of five (5) R.D.O's following consultation with their respective Manager, provided work opportunities are available and/or the majority of employees agree. Employees rostered for twelve (12) hour shifts may accrue eight (8) days RDO's.

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

7.1.8 Shiftwork - Definitions

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

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

Rotating Shift - means a shift that changes the time and/or days that an employee works during a week, normally on a roster arrangement.

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

8 LEAVE PROVISIONS

8.1 Sick Leave

Employees taking Sick Leave during their first three (3) months' continuous service will not be paid. After the successful completion of three (3) months' service, any Sick Leave taken during the initial three (3) month period will be paid for and deducted from the employee's Sick Leave entitlement for that year, provided Medical Certificates have been submitted.

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

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

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

8.1.3 Entitlement to Sick Leave shall be twice the ordinary hours of work per week [eg. thirty-eight (38) hours x two (2)] for each year of service and all untaken Sick Leave will be accumulated on a per annum basis.

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

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

8.2 Annual Leave

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

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

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

8.3 Shut-down

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

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

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

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

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

8.4 Long Service Leave

Refer Long Service Leave Act, 1955.

8.5 Public Holidays

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

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

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

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

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

8.6 Bereavement Leave

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

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

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

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

8.7 Jury Service

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

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

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

8.8 Parental Leave

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

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

8.9 Military Leave

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

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

8.10 Repatriation Leave

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

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

8.11 Blood Donor Leave

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

9 SEPARATION OF EMPLOYMENT

9.1 Termination

9.1.1 General

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

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

9.1.2 Notice Of Termination

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

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

Refer Company Policy And Procedure: Good Conduct Of Staff: G4; attached as 'Appendix C'.

9.2 Security Of Employment

The Company recognises the need for job security and continuity of employment is a key objective of this Agreement and Company strategy. This Agreement, in itself, will not lead to forced redundancies. However, should the need arise due to other factors or influences, the Company agrees to negotiate a Redundancy Agreement with the employees and relevant unions, prior to any forced redundancies being implemented.

9.3 Abandonment Of Employment

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

10 COUNSELLING AND DISCIPLINING EMPLOYEES

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

10.1 Procedure

The procedure will be carried out using the following steps:

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

A copy of the Policy And Procedure is attached as 'Appendix D'.

11 UNION RELATIONSHIPS

11.1 Union Organisers

- 11.1.1 The Company shall allow an official of the Union to enter its establishment during working hours for the purpose of interviewing members of the Union. Unions will provide twenty four (24) hours notice of attendance if management personnel are required to be available during the unions attendance.
- 11.1.2 The representative shall not unduly interfere with the working of the establishment, and whilst on Company premises will conduct him/herself in a manner consistent with standard Company Policies And Procedures.
- 11.1.3 If there is a need to enter a workplace area, approval must be sought from the relevant Department Manager, before such entry is made.

11.2 Union Delegates

- 11.2.1 The Company recognises the right of duly elected Union Delegates to represent employees on matters pertaining to grievances and other issues relating to this agreement.
- 11.2.2 Before a Delegate/Co-delegate moves away from his/her own area of work on union business, they must first obtain the permission of their Supervisor or Manager. An indication of time away will assist the permission process.
- 11.2.3 Similarly when he/she wishes to talk or meet with other Supervisors/Managers on union business he/she should first seek approval from his/her Supervisor/Manager before making such an arrangement.
- 11.2.4 A Delegate/Co-delegate should not enter any other work area on the site on union business unless he/she first notifies the relevant Supervisor/Manager of that area.
- 11.2.5 A Supervisor/Manager will not unreasonably withhold permission for a Delegate to attend to bona fide union matters or issues affecting the legitimate interests of Union members.

- 11.2.6 In the same spirit, accredited Delegates/Co-delegates should observe the above procedures and recognise the need to balance their absence from the job on union business with the requirements for reasonable work performance. In the majority of cases there should be no need for more than two (2) Delegates to be away from their work area at any one time.
- 11.2.7 Should a Delegate or Co-delegate be absent from work and a union matter arises that requires immediate attention, a proxy union member may accompany the Delegate or Co-delegate after seeking approval from their Supervisor/Manager. Proxy members are not elected Delegates and should only be used in urgent situations. This does not include Delegates Meetings.

11.3 Trade Union Training Courses/Meetings

- 11.3.1 The Company will favourably consider applications by recognised Delegates to attend Trade Union Training and Trade Union Delegates' Meetings on the Company's time subject to prior agreement with the Human Resources Department and the relevant Union.
- 11.3.2 For the purpose of this clause approved TUTA leave will be three (3) days with pay each calendar year, non cumulative, per Delegate. (Maximum of two (2) delegates per site at any one time).
- 11.3.3 The parties agree that they will not unreasonably withhold Delegates from attending or press for release of Delegates, in difficult times.

12 EMPLOYEE MEETINGS

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

13 WORKERS' COMPENSATION

Refer Workers' Compensation Act, 1987.

14 RATES AND PAYMENT OF WAGES

14.1 Wages will be paid weekly by Electronic Funds Transfer.

14.2 Normal weekly wages will be based upon a maximum thirty-eight (38) hour week. The hourly overtime rate will be based upon the agreed working hours.

14.3 On the day of the payment of monies, the Company shall make available to each employee a statement covering pay, details including overtime and deductions made indicating the net amount paid.

14.4 Wages shall be calculated in accordance with the usual pay period, unless varied by agreement between employees and the employer.

14.5 Shift loading will be paid at the following rates:-

Afternoon Shift	15%
Night Shift	30%

However, in the case of rotating twelve (12) hour shifts, only Night Shift loading will be paid.

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

14.6 Where employees are rostered to work Saturday and/or Sunday they will be paid the following loadings:

Day Shift	50%
Night Shift	75%

Payment of these loadings will only be made for time worked on the actual day.

14.7 Actual pay rates expressed in the Pay Rates Schedule as 'Appendix A' reflect a six percent (6%) increase.

14.8 During the life of the Agreement the parties to the Agreement commit themselves to move from a single job classification system to a restructured 'flexible' skills based classification system, as attached in draft format. Implementation of the 'flexible' job classification means individual employees will be able to obtain additional increases based on skill levels and competencies. The timing of future pay increases and the amount of these increases will be determined at the enterprise, based upon productivity and efficiency measures as mutually agreed by the parties.

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

15 WORK CLOTHING

15.1 Work clothing/uniforms which is suitable for the work to be performed, will be provided and laundered at the expense of the Company. Employees attending for work must wear the issued uniforms in a clean and tidy manner.

15.2 Uniform entitlements will remain as per established practice. However, the Company may alter or modify existing uniforms, after consultation with the employees.

16 STANDING DOWN OF EMPLOYEES

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

17 CONTRACTORS

17.1 The bulk of plant work will continue to be carried out by full-time Employees. However, the Company may elect to use contract labour to cover :-

- (a) Peaks in maintenance activities
Eg maintenance shutdowns
equipment overhauls
modification projects
- (b) Temporary employment requirements
Eg annual leave
long service leave
sick leave
unusual absenteeism
call-in - should Wyeth employees be unable to be located.
fluctuations in workload
- (c) Capital project work
Eg building alterations
installation of additional plant and equipment
process modifications
i.e. an additional load that fluctuates. Wyeth does not carry staff to handle this.
- (d) Specialised applications - i.e. skills, knowledge, experience or expertise not employed by Wyeth.
Eg Plumbers
Gasfitters
Electronics technicians
Lagers
Carpet cleaners
Refrigeration/Air Conditioning/Ventilation work
Air compressors
Public authorities
- (e) Service contracts
Eg Instrumentation
Forklift trucks
Fire systems
Fire doors
Window/building cleaning

Grounds maintenance
Boiler services
Air conditioning
Air compressors
Pest control
Micro processors
Office/Laboratory/Canteen equipment
Telephone

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

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

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

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

18 GRIEVANCE PROCEDURE

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

- 18.1 Work shall continue normally in accordance with the terms of this Agreement while grievances are being discussed.
- 18.2 All matters in dispute between the Company and one (1) or more of its' employees shall be referred to the first line Supervisor/Manager of the Department concerned. The employee may be represented by a Union Delegate, upon request.
- 18.3 During the next two (2) working days, the Supervisor/Manager shall respond to the employee(s) concerned.
- 18.4 In the event of failure to resolve the grievance, the employee(s) or Union Delegate shall refer the matter to the Senior Department Manager concerned, via the use of the Company Grievance Form (Appendix E), and if necessary, to the Human Resources Manager.
- 18.5 Should the dispute still remain unresolved, an official of the Union and the Delegate will confer with the Company representatives. By agreement of the parties, an independent arbitrator may be used to try and resolve the dispute.
- 18.6 The parties concerned at each level shall make every attempt to quickly and satisfactorily settle the matter or, where necessary, refer the grievance upward with minimum delay. All parties should also respect individual or group confidentiality at all stages of the procedure.
- 18.7 If the above procedure has not resolved the dispute, the dispute may be referred by either party to the Industrial Registry in accordance with the Industrial Relations Act 1991. The decision of the Arbitration will be binding on all parties. The right of appeal is still available to both parties.

This procedure has been accepted by the company, employees and unions in recognition of the fact that a major purpose of the Agreement is to eliminate industrial disputation and ensure continuity of operations. During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute. However, in cases of misconduct an employee may be suspended whilst the matter is in dispute.

19 MEAL BREAKS

- 19.1 An employee shall not be required to work for more than five (5) hours without a break for a meal except by mutual agreement between the Company and employee or majority of employees in the department.
- 19.2 The time of taking a scheduled meal or rest break by one or more employees may be altered by the Company to ensure continuity of operations/manufacture, providing notice is given.
- 19.3 An employee involved in the maintenance of plant or engaged in repairing a breakdown may be asked to work through their meal break until the plant is operational; provided of course this does not exceed the bounds of reason.
- 19.4 All employees are entitled to a meal period of not less than thirty (30) minutes, once during their normal shift time. A shift worker shall instead be allowed a minimum of one (1) twenty (20) minute crib break on each shift, at normal rates. Shift workers employed on rotating shifts shall be entitled to two (2) twenty (20) minute crib breaks at normal rates.
- 19.5 Each employee shall be allowed a paid rest pause of fifteen (15) minutes in the morning, and may be rostered within departments ensuring continuity of operations. [Rotating Shift workers are entitled to two (2) rest pauses of fifteen (15) minutes each].
- 19.6 Personal breaks will be honoured as per existing department arrangements and shall be taken at such times as mutually agreed between the employees and the Company, and may be staggered to suit the particular work requirements of each section so that full production levels are maintained.

20 OVERTIME

- 20.1 The site standard for overtime is as follows:

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

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

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

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

20.2 Rest Period After Overtime

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

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

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

20.3 Transport After Overtime

Where employees after having worked overtime, or a shift for which they have not been regularly rostered, finish work at a time when reasonable means of transport are not available, the Company shall provide them with conveyance or pay the cost of such conveyance to reach a point where reasonable means of transport are available, or if no such transport is available, to their home.

21 CALL - BACK

21.1 An employee recalled to work overtime after leaving the Company's premises shall be paid for a minimum of four (4) hours at the appropriate overtime rate, or as required.

21.2 Overtime worked in the circumstances of a Call-Back shall not be regarded as overtime for the purpose of Sub-Clause 20.2, Rest Period After Overtime, when actual time worked is less than three (3) hours.

21.3 The Company shall pay an employee a motor vehicle allowance, as per Company Policy, as compensation for expenses where the employee is re-called to work overtime, after leaving the Company premises.

22 ALLOWANCES

22.1 The payment of individual allowances will not be a feature of this Agreement.

22.2 All allowances will be rolled into an all-purpose rate for new position classifications, excepting the First Aid and Motor Vehicle allowance.

In accepting this, the Unions agree that there will be no claims for allowances for the life of this Agreement.

23 NO EXTRA CLAIMS

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

CLASSIFICATION
AND PAY RATE SCHEDULE

'APPENDIX A'

CLASSIFICATION	RATE + ALLOWANCE + 6%
TRADES ASSISTANT/PAINTER	499.15
TRADES ASSISTANT	515.20
FITTER-BASE	551.20
FITTER-SPECIAL CLASS	587.60
ELECTRICIAN - PLANT	607.00
CLEANER	449.10
CLEANER CHARGEHAND	504.70
ASSEMBLER	481.50
WAREHOUSE CHARGEHAND	529.80
DISPENSER/GEL MIXER	481.50
DISPENSER-CHARGEHAND	529.80
PACKAGING OPERATOR	453.30
PACKAGING-ACTING C/HAND	482.50
PACKAGING CHARGEHAND	511.70
GENERAL HAND	11.676 per hour
COMPOUNDER/SPRAY DRYER	
TRAINEE	453.30
GRADE 1	468.60
GRADE 2	479.40
GRADE 3	500.60
LAB ATTENDANT-Part Time	12.007 per hour
CHEMIST TRAINEE	440.75
QA INSPECTOR	451.20
QA INSPECTOR	456.50
ANALYST/INSPECTOR	499.90
LAB ASSISTANT	532.40
GRADUATE ANALYST	557.00
ANALYTICAL CHEMIST	578.90
ANALYTICAL CHEMIST-C/HAND	621.70

A6	Casual, Part-Time & Term Employees Employment Policy	Human Resources Policy and Procedure Page 1 of 2 Effective 16 July 1992 Issue 2 - Updated 08.02.93
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CASUAL, PART-TIME & TERM EMPLOYEES

EMPLOYMENT POLICY

1.0 GENERAL

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

2.0 DEFINITIONS

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

3.0 POLICY

3.1 CASUAL EMPLOYEES

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

3.2 PART-TIME EMPLOYEES

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

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

3.3 TERM EMPLOYEES

Term employees are paid the weekly agreement rate and shall accrue cumulative benefits such as annual, sick and long service leave on a pro-rata basis. Term employees are eligible to join the Company Superannuation fund as a non-contributory member.

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

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

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

G4	Good Conduct of Staff	Human Resources Policy and Procedure Page 1 of 2 Effective: 18 November 1991 Issue 3 - Updated 04.03.93
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GOOD CONDUCT OF STAFF POLICY

1.0 GENERAL

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

2.0 CODE OR RULES

The following behaviours will not be tolerated:-

- 2.1 To provoke, start or participate in fights involving physical contact.
- 2.2 To remove any property, goods or equipment, that is not a personal belonging from company premises without authorisation.
- 2.3 To wilfully make false declarations on application forms for the purpose of securing employment.
- 2.4 To attend work in an intoxicated or drugged condition or to possess, bring or consume alcohol or drugs anywhere on company premises. In some circumstances the consumption of alcohol may be sanctioned by the Company Directors eg Christmas Party, etc.
- 2.5 To perform wilful and malicious acts resulting in damage or destruction of company or personal property.

- 2.6 To accept a bribe or attempt to bribe a fellow employee, a company supplier, a Public Officer, a supervisor or Manager of the Company.
- 2.7 To smoke or carry lighted smoking materials in areas where smoking is prohibited. (Refer Occupational Health & Safety Policy A2)
- 2.8 To be convicted of a misdemeanour or other serious violation of the law which brings the company into disrepute or affects the performance of the job.
- 2.9 To refuse to comply with reasonable orders of supervision.
- 2.10 To make threatening and/or obscene phone calls.
- 2.11 To take or consume food or drink in areas where foodstuffs are prohibited.
- 2.12 To wilfully disobey any Safety Policy or Instruction, any Standard Operating Procedure or Company Policy.
- 2.13 To knowingly bundy on or off another employee.
- 2.14 To make any statement or release information, in relation to Company affairs or products, whether written or verbal, to any media group without the prior approval of the Managing Director. Refer Policy And Procedure: I1: Media Statement/Releases

3.0 NON-ADHERENCE TO POLICY

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

4.0 RESPONSIBILITY

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

G11	Human Resources Policy and Procedures Page 1 of 4 Effective: 17 February 1992
Counselling and Disciplining Employees Policy & Procedure	

1.0 OBJECTIVES

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

2.0 DEFINITIONS

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

3.0 PROCEDURE

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

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

3.2 Step 1 - Counselling

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

3.3 Step 2 - Written Warning

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

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

3.4 Step 3 - Final Warning

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

3.5 Step 4 - Termination

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

4.0 RESPONSIBILITY

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

GRIEVANCE FORM

'APPENDIX E'

AGGRIEVED EMPLOYEE/S:

_____ SECTION: _____
_____ SECTION: _____
_____ SECTION: _____

DATE FORM SUBMITTED: ____ / ____ / ____

NATURE OF GRIEVANCE: _____

CORRECTIVE ACTION REQUESTED: _____

EMPLOYEE SIGNATURE: _____ DATE: ____ / ____ / ____
RESPONSE: _____

DEPT. SUPERVISOR: _____ DATE: ____ / ____ / ____
DEPT. MANAGER: _____ DATE: ____ / ____ / ____

RESOLVED / REFERRED TO HUMAN RESOURCES DEPT.
*(DELETE WHICHEVER IS NOT APPLICABLE)

DRAFT CLASSIFICATIONS

DEFINITIONS

Operator Grade I

means an employee classified as packing from machines used in the direct manufacture of Company products as well as routine housekeeping in and around the packaging area and/or an employee engaged in the daily cleaning of passageways, toilets, offices, equipment etc.

Operator Grade II

means an employee classified as someone competent in the specific skills as defined for manufacturing operator, nutritional compounding, packaging assistant and storeperson and also is competent as a Level I Operator, as well as routine housekeeping in their respective areas.

Operator Grade III

means an employee classified as someone competent in the spray drier or agglomeration operations as well as Grade II Manufacturing skills.

General Purpose Operator

means an employee classified as someone competent at Grades II or III within their department and also competent in at least two (2) skills outside of their department.

Team Leader

means an employee classified as having achieved the minimum skills for each level below but also the defined skills of Team Leader within the respective department.

Line Co-Ordinator

means an employee classified as someone competent in the overall performance of a packaging line including supervision, routine maintenance, output, quality and safety.

Analyst Grade I

means an employee classified as attending to the cleaning needs of a laboratory and/or an employee being trained in the specific skills as defined for a Trainee Inspector.

Analyst Grade II

means an employee classified as someone competent in the specific skills defined for an Audit Inspector and/or an employee being trained in the specific skills as defined for a Trainee Laboratory Analyst and/or a Trainee Microbiological Technician.

Analyst Grade III

means an employee classified as achieving competence in the specific skills and qualifications defined for a Laboratory Analyst and/or Microbiological Technician.

Analyst Grade IV

means an employee classified as achieving competence in the specific skills and qualifications as defined for a Compliance Inspector and/or Analytical Chemist.

Analyst Grade V

means an employee classified as achieving competence in the specific skills and qualifications as defined for a Senior Analytical Chemist and/or Senior Microbiological Technician.

Analyst Grade VI

means an employee classified as someone competent in the skills of Analyst Grade V and the specific skills as defined for Section Leader.

Technician Grade I

means an employee classified as an apprentice engaged in either mechanical or electrical maintenance/installation work.

Technician Grade II

means an employee classified as performing general duties such as lubrication, filter changes, stores, routine housekeeping and specific skills as defined for a Maintenance Assistant.

Technician Grade III

means an employee classified as achieving base trade competency in the fitting and machining field and specific skills as defined for a fitter.

Technician Grade IV

means an employee classified as achieving base trade competency in the electrical field or post trade qualifications in Hydraulics and Pneumatics, plus Grade III competencies.

Technician Grade V

means an employee classified as achieving post trade qualifications in Industrial Electronics and Grade IV Technician competencies in the electrical field.

Technician Grade VI

means an employee classified as someone competent in the skills of Technician Grade V and the specific skills as defined for Technician Grade VI.

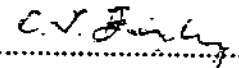
(F) TERM

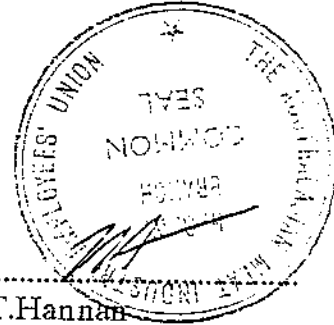
This Agreement shall operate from the date of registration and shall remain in force for a period of one (1) year unless varied or terminated earlier by the provisions provided by the Act.

(G) THE SCHEDULE

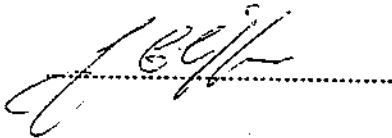
SIGNED for and on behalf
of WYETH AUSTRALIA PTY
LIMITED in the presence of:


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.....
C.J. Finley
Human Resources Manager

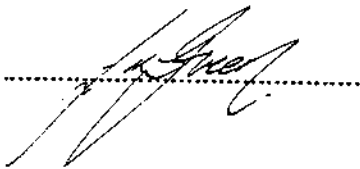



SIGNED for and on behalf
of the AUSTRALASIAN MEAT
INDUSTRY EMPLOYEES' UNION,
NSW Branch in the presence of:-

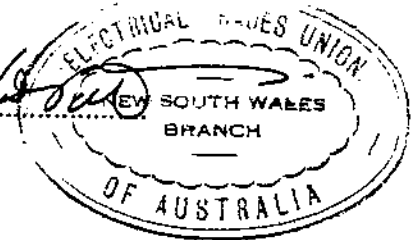

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T. Hannan
Secretary

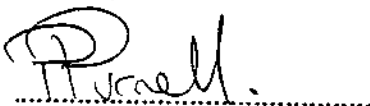
SIGNED for and on behalf
of the ELECTRICAL TRADES
UNION OF AUSTRALIA, NSW
Branch in the presence of:-

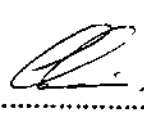

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M. Pitt
Secretary



SIGNED for and on behalf
of the FEDERATED MISCELLANEOUS
WORKERS' UNION, NSW Branch
in the presence of:-


.....


.....
C. Raper
Secretary



SIGNED for and on behalf
of AUSTRALASIAN SOCIETY OF
ENGINEERS
in the presence of:-

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SIGNED for and on behalf
of the METALS AND ENGINEERING
WORKERS' UNION, NSW Branch
in the presence of:-

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

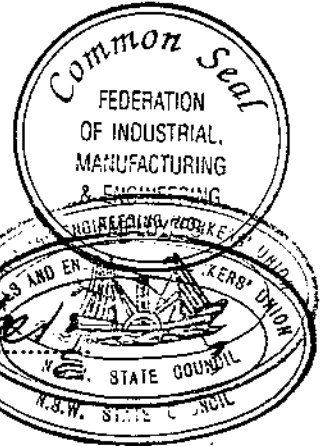
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SIGNED for and on behalf
of THE AUSTRALIAN WORKERS'
UNION, NSW Branch in the
presence of:-

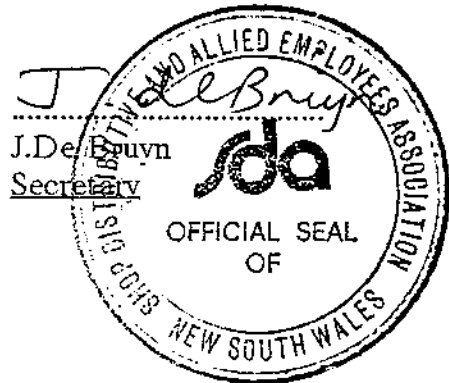
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R. Collison
Secretary



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D. Godger
Secretary



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J. De Bruyn
Secretary

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E. Ecob
Secretary
**E. C. ECOB
SECRETARY**

**AUSTRALIAN WORKERS' UNION
N.S.W. BRANCH**

REGISTERED UNDER TRADE UNION ACT 1891-1970 AND
THE INDUSTRIAL ARBITRATION ACT 1920-1976