

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/247

TITLE: **Pfizer Pty Ltd Enterprise Agreement 2003**

I.R.C. NO: IRC3/6221

DATE APPROVED/COMMENCEMENT: 14 November 2003

TERM: 19

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/44

GAZETTAL REFERENCE: 23 January 2004

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Pfizer Pty Ltd located at 38-42 Wharf Rd, West Ryde NSW 2114 who fall within the coverage of the Drug Factories (State Award; the Warehouse Employees - Drug (State) Award; and the Metal, Engineering and Associated Industries (State) Award

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

(West Ryde) Enterprise Agreement 2003

1. Title

This Agreement shall be known as the Pfizer Pty Ltd Enterprise Agreement 2003.

2. Arrangement

1. Title
2. Arrangement
3. Application and Parties Bound
4. Objectives of the agreement
5. Date and Period of Operation
6. Definitions
7. Extension of Agreement
8. Single Bargaining Unit
9. No Extra Claims
10. Relationship to Awards
11. Terms of Engagement
 - 11.1 Employment Types
 - 11.2 Definitions
 - 11.3 Probation
 - 11.4 Termination of Employment
 - 11.5 Termination of Employment for Casuals and Fixed Term/Seasonal Employees
 - 11.6 Redundancy
 - 11.7 Abandonment of Employment
 - 11.8 Stand Down
 - 11.9 Confidentiality
12. Skills and Performance
 - 12.1 Performance of Duties
 - 12.2 Review of Skills, Responsibilities and Performance
 - 12.3 Introduction of Change
13. Continuous Improvement
14. Remuneration
15. Superannuation
16. Allowances
17. Hours of Work
18. Call Out
19. Casual Employment
20. Part Time Hours
21. Overtime
22. Meal and Rest Breaks
23. Annual Leave
24. Sick Leave
25. Long Service Leave
26. Bereavement Leave
27. Parental Leave
28. Jury Service Leave
29. Special Circumstances
30. Public Holidays
31. Blood Donor Leave
32. Union Delegate
33. Union Training

- 34. Uniform and Protective Clothing
 - 35. Disputes Settling Procedure
- Arrangement Continued.

- 36. Health and Safety
- 36.1 Safety Equipment
- 36.2 Safety Procedures
- 36.3 Employees Duty
- 36.4 Consumption of Alcohol and Drugs
- 37. Leave Reserved

3. Application and Parties Bound

This Agreement provides for the employment arrangements for persons employed by Pfizer Pty Ltd ("the Employer"). This Agreement shall be binding upon the employer, the employees engaged in the work covered by this Agreement and the Australian Workers' Union ("the Union"). This Agreement shall apply to Pfizer's plant at West Ryde, New South Wales.

4. Objectives

The parties agree that the objectives of this agreement are to:

Provide a basis for terms of employment;

Provide continuity of production and distribution of Pfizer's products;

Provide a mechanism for a flexible and efficient working environment consistent with business needs;

Provide a means of identifying and resolving workplace grievances and/or disputes;

Provide a framework to further develop skills and competencies consistent with the introduction of new technologies.

5. Date and Period of Operation

This Agreement shall apply from the date of certification by the Industrial Relations Commission of NSW and shall expire on 30th June 2005.

6. Definitions

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

"Agreement" - the Pfizer Pty. Ltd. Enterprise Agreement 2003.

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

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

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

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

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

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

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

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

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

7. Extension of Agreement

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

8. Single Bargaining Unit

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

9. No Extra Claims

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

10. Relationship to Awards

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

11. Terms of Engagement

11.1 Employment Types

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

11.2 Definitions

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

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

11.2.2 A part time employee is engaged to work less hours than a full time employee and is entitled to the benefits of this Agreement on a pro-rata basis using their average monthly hours as a fraction of 164.66 hours to determine the benefit level. A part time employee should be engaged for a minimum of 9.5 hours per week.

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

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

11.3 Probation

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

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

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

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

11.4 Termination of Employment

11.4.1 Notice of Termination by Employer

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

11.4.1.2 Payment in lieu of the notice prescribed in 11.4.1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

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

11.4.1.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees,

apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

11.4.1.5 Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

11.4.1.6 The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

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

11.4.2 Notice of Termination by Employee

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

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

11.5.1 Casual Hire

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

11.5.2 Fixed Term/Seasonal

Where an employee has been engaged for a fixed term, there shall be no further requirement for notice to be given and the letter of employment shall cease at the agreed expiry of the term. This does not affect the employer's rights under 11.4.1.4, nor does it preclude the parties from agreeing to either terminate the letter of employment early, or extend it.

11.6 Redundancy

11.6.1 Discussions before termination of employees :-

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

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

11.6.1.3 For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the

possible terminations of employment including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be contrary to the employer's commercial interests.

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

11.6.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties with their agreement for reasons set out in paragraph 11.6.1, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

11.6.3 Severance pay

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

- 11.6.3.1 four weeks pay ex-gratia payment,
- 11.6.3.2 four weeks pay for each year of continuous service, or part thereof,
- 11.6.3.3 for employees with ten or more years continuous service, an additional four weeks' pay,
- 11.6.3.4 a 22% loading on unused annual leave payable under this Agreement, provided that it is not in addition to any obligation under sub-clause 23.4.
- 11.6.3.5 long service leave paid on a pro-rata basis provided this provision is in lieu of, and not in addition to, any entitlement to long service leave provided by State legislation, and
- 11.6.3.6 superannuation payments, in accordance with the provisions of the Pfizer Australia Superannuation Plan, and provided this is in lieu of and not in addition to any superannuation payments provided by legislation.

11.6.4 Alternative employment

The employer, in a particular redundancy case, may make application to the IRC to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. Further, if an alternative equivalent position is available, for which the employee is qualified, the employee must accept that position. Should an employee refuse to accept an equivalent position for which the employee is qualified or otherwise resigns without the employer's consent prior to the expiration of the notice period then no redundancy payments will apply. Where an alternative position is offered at a location other than West Ryde, consideration must be given to any additional commuting needs in determining whether or not such offer is reasonable or equivalent. In situations such as this the Union will be notified prior to a decision being made as to whether or not an offer is deemed to be an offer of an alternative equivalent position.

11.6.5 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

11.6.6 Employees exempted

Clause 11.6 shall not apply where employment is terminated as a result of conduct justifying instant dismissal; or in the case of casual employees, apprentices or employees engaged for a specific task or tasks, or term. It does not apply to employees retiring.

11.6.7 Transfer

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

11.6.8 Notice Period Obligations on Employees

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

11.7 Abandonment of Employment

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

11.8 Stand Down

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

11.9 Confidentiality

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

12. Skills and Performance

12.1 Performance of Duties

Subject to this Agreement, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform safely. All employees must be fit and able to carry out the work they perform. The parties are committed to continue to develop and complete the competency standards on site.

12.2 Review of Skills, Responsibilities and Performance

The parties agree that periodic reviews as outlined in the Competency Standards documents (learning units), of the skills, responsibilities and performance of employees shall be conducted. Should an employee not agree with the outcome of a review or the employee considers there are grounds for a reappraisal then such disputes will be settled according to the Disputes Procedure detailed in Clause 35.

12.3 Introduction of Change

Pfizer will discuss with the parties concerned and notify any changes to production, processes, operations, size of workforce and alteration to hours of work.

13. Continuous Improvement

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

13.2 the Terms of Any Proposed Arrangement Reached Between the Employer and Employee(S) Shall Replace the Current Provisions of This Agreement, Provided that:-

13.2.1 a majority of employees affected agree;

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

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

13.3 Such workplace arrangements shall be processed as follows:-

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

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

13.3.3 any affected employee may raise an issue for discussion.

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

14. Remuneration

14.1 The following wages are expressed as minimum and maximum rates per month and are based on an increase of 4% as of 1st August, 2003 and a further increase of 4% as of 1st July 2004. The rates are inclusive of all considerations of the circumstances under which the work of the employees is performed save and except for other payments expressly provided for elsewhere in this Agreement or additional payments agreed to by the employer. The rates apply from the first full pay period which commences on or after the dates shown in the right hand columns.

14.2 Guide to Operational Division & Levels

	Rates of Pay 1//03	Rates Of Pay 1/7/04
Raw materials, Finished Goods and Export Facility Levels 1 - 4	2460 - 4316	2558 - 4489
Facility operators are employees who ensure that all goods are received, stored and dispatched to meet business and external customer's needs		
Production		
Level 1 Production Technician: This is the entry level and covers basic line or machine operation and some QC activities.	2365 - 3248 2460 - 3378	2558 - 3513
Level 2 Production Technician: This level covers routine line or machine operation, the ability to clean and set up some or all of the line or to perform some QC activities.	3248 - 3652 3378 - 3798	3513 - 3950
Level 3 Production Technician: This level covers routine line or machine operation, the ability to clean and set up the whole line, all QC activities and the ability to troubleshoot and problem solve on the machine or line.	3652 - 3919 3798 - 4076	3950 - 4239
Level 4 Production Technician: This level covers all activities on level 3 and the ability to train other operators and to write SOPs relating to the line or operation.	3919 - 4406 4076 - 4582	4239 - 4765
Production Technicians are employees who work as part of the production team to meet the production schedule and therefore the needs of the business. These positions may be working on the production floor or core area.		

	Rates of Pay 1//03	Rates Of Pay 1/7/04
Engineering: Trades Levels 1 - 4	2674 - 5362 2781 - 5576	2892 - 5799
Engineering Support Levels 1 - 3	2769 - 3757 2880 - 3907	2995 - 4063
This department provides a support service in maintaining and supporting operations of the manufacturing and packaging equipment and systems		

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

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

15. Superannuation

15.1 The employer shall make contributions to the Pfizer Australia Superannuation Plan, provided that the Plan always meets the requirements of the *Superannuation Guarantee Charge Act* (1992) ("SGC Act"), and at a rate no less than the rate prescribed from time to time under the SGC Act.

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

16. Allowances

- 16.1 With the exception of Clause 21 the meal allowance has been incorporated into the monthly salary base rate.
- 16.2 An employee who is appointed as first aid attendant must hold a St John Ambulance (or equivalent) First Aid Certificate and shall be paid an additional payment at the rate of \$2.20 per day or shift on duty.

17. Hours of Work

17.1 Ordinary Hours

17.1.1

A full-time employee will be engaged to work a minimum of 152 hours per month. Ordinary hours will be worked on a Monday to Friday.

17.1.2

In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services, however, all reasonable effort should be made to accommodate both the individual employee and the employer needs. Any dispute in relation to work patterns shall be resolved using the Disputes Settling Procedure in this Agreement. Fairness in rostering shall apply. However, all attempts to avoid roster changes, which mitigate against stability and predictability for employees shall be made.

17.2 Breaks

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

17.3 Time off in Lieu

By mutual agreement, an employee who works hours in excess of their ordinary hours may take, as time off in lieu, the equivalent number of hours to that of which was worked in excess.

17.4 Roster Swapping

By mutual agreement there is provision to swap rosters in line with business and individual needs for an agreed time frame.

17.5 Shift hours

The following identifies the five (5) shift arrangements as designated below, subject to any provision of this Agreement which provides for alterations to working times and subject to any prevailing variations to these shift configurations at the date of certification of this Agreement.

17.5.1

4 x 10 Hour Shift Monday to Thursday

38 hours per week will be worked over four (4) days, Monday to Thursday, commencing at 6.30 am to 4.30pm.

17.5.2

4 x 10 Hour Shift Tuesday to Friday

38 hours per week will be worked over four (4) days, Tuesday to Friday, commencing at 6.30am to 4.30pm

17.5.3

4 x 10 Hour Shift Monday to Thursday Afternoon Shift

38 hours per week will be worked over four (4) afternoons, Monday to Thursday, commencing at 2.00pm to 12.00 midnight. The relevant shift allowance, as set out in clause 17.6 will apply to this shift.

17.5.4

4 x 10 Hour Shift Monday to Thursday Night Shift

38 hours per week will be worked over four (4) nights, Monday to Thursday, commencing at 4.00pm to 2.00am. The relevant shift allowance, as set out in clause 17.6 will apply to this shift.

17.5.5

5 x 8 hour shift

38 hours per week will be worked over five (5) days Monday to Friday, working eight (8) hours per day.

17.6 Shift Loadings

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

18. Call Out

- 18.1 An employee recalled to work after leaving the employer's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work for each time the employee is so called.
- 18.2 Any hours worked under this clause may be treated either as "in excess" as that term is used in sub-clause 17.3, or paid as Overtime, at the election of the employee.

19. Casual Employment

- 19.1 Casuals will generally be employed where insufficient numbers of appropriately skilled personnel cannot be secured on a regular and on-going basis by the employer. Each engagement of a casual shall stand alone.
- 19.2 Casuals shall be paid per hour an additional 20% loading according to the Guide to Operational Division & Levels in Clause 14. For any work in excess of 9.5 consecutive hours (exclusive of breaks) on any one day, this loading shall increase to 50% for the first hour and 100% thereafter.

20. Part-Time Hours

A part time employee is engaged to work less hours per week than a full time employee and is entitled to the benefits of this Agreement on a pro-rata basis using their average weekly hours as a fraction of the full time

hours (i.e. 38) to determine the benefit level. A part time employee may work up to 38 ordinary hours in any one week, provided hours in excess of their usual hours (ie. the hours they were engaged to perform) are taken into account for the purposes of annual leave accruals.

21. Overtime

- 21.1 Overtime shall mean work in excess of the employee's normal working hours per week, worked at the discretion of the employer, which, from its character or from special circumstances cannot be performed in accordance with arrangements under sub-clause 17.3.
- 21.2 Payment for overtime worked needs to have the authority of the employer.
- 21.3 Approved paid overtime shall be paid at the following rates:
 - 21.3.1 For all overtime worked in excess of the ordinary hours per week at the rate of time and a half for the first hour and double time thereafter.
 - 21.3.2 Overtime rates are not paid for meal times.
 - 21.3.3 An employee who works overtime which is not continuous (ie. an unpaid break of more than one hour) with ordinary working hours shall be paid a minimum payment of three hours' pay at the rate prescribed in 21.3.1
 - 21.3.4 A paid meal allowance of \$9.40 shall also apply for Saturday or Sunday overtime only. This will be paid in cash every 4th week.
- 21.4 An employee can be requested to perform reasonable overtime. Provided further that the employer and an employee may vary the terms of the clause and any variation is committed to writing and signed by both parties.
- 21.5 Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, Pfizer shall provide the employee with transport or pay the cost of such transport to a location where regular transport is available, or if no transport is available, to the employee's home.

22. Meal and Rest Breaks

- 22.1 Employees working any of the shifts listed in Clause 17 shall be entitled to a meal break each work day of not less than 30 minutes and which shall not be paid. No employee shall be required to work more than five hours without a break for a meal. Other rest breaks should be taken at times both convenient to colleagues and operational needs, shall be for a duration of 10 minutes and are not fixed. The employer expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.
- 22.2 The employer and employee(s) may agree to any variation of this clause to meet the circumstances of the work in hand.
- 22.3 This Clause shall not apply to any employee whose scheduled work in any 24 hour period is four hours or less.

Annual Leave

- 23.1 An employee will be entitled to four (4) weeks annual leave after the completion of 12 months' employment with Pfizer.

- 23.2 Annual leave cannot be accumulated from one year to another and must be taken each year as near to the date due as convenient to both the employee and the employer. In any event, leave must be taken within six months of falling due.
- 23.3 Annual leave shall be taken at a mutually convenient time unless there are exceptional circumstances justifying less notice given by the employee to Pfizer to process on Annual Leave. Generally notice will be four (4) weeks.
- 23.4 A 22% leave loading will be paid each November, regardless of when an employee's annual leave is taken.

24. Sick Leave

- 24.1 Sick leave is specifically for the purpose of providing income for employees unable to attend work through injury or illness. The employer can also approve leave under this clause for an employee to care for an immediate family member.
- 24.2 An employee shall take all reasonable steps prior to the commencement of such absence, to inform the employer of the employee's inability to attend for duty and shall state the nature of the injury/illness and the estimated duration of the absence; and
- 24.3 The employer may request that a claim for sick leave be supported by evidence satisfactory to the employer that the employee was unable on account of injury or personal illness to attend for duty on the day or days for which leave is claimed. Post-dated medical certificates shall generally not constitute satisfactory evidence in accordance with this clause.
- 24.4 After three months service, employees shall accumulate Sick Leave at the rate of 10 days per year paid leave.

25. Long Service Leave

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

26. Bereavement Leave

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

27. Parental Leave

Parental leave is a term covering maternity, paternity and adoption leave.

Parental leave is unpaid leave which an employee is entitled to take before, during and after the birth or adoption of their baby. All eligible employees can take up to 52 weeks leave, however parental leave taken by an employee and their partner can not overlap, with exception to one week at the time of birth .

Annual or long service leave can be taken in addition or in substitution of parental leave, provided the total period of leave does not exceed 52 weeks.

To be eligible for parental leave an employee must be employed for a continuous period of 12 months at the time of taking leave. All entitlements such as annual leave are suspended while on parental leave.

For further explanation regarding parental leave refer to the *Industrial Relations Act 1996*.

28. Jury Service Leave

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

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

29. Special Circumstances

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

30. Public Holidays

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

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

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

31. Blood Donor Leave

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

32. Union Delegate

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

33. Union Training

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

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

- 33.2.1 at least two weeks' notice prior to attendance at the course, the employer must receive written notice including dates, times and venue;
- 33.2.2 nominations shall not involve absences from work of more than two course attendees for a maximum of four days per attendee in each calendar year;
- 33.2.3 leave of absence granted shall be counted as time worked for purposes of continuity of service and leave accruals; and
- 33.2.4 attendees shall receive their normal pay while on the course but no additional payments such as penalty rates shall apply

34. Uniforms & Protective Clothing

- 34.1 In recognition of the GMP standards required by the company in the production of pharmaceutical products and occupational health and safety requirements, all employees are required to wear protective clothing, which will be supplied by the employer. In all areas employees will wear any such equipment deemed to be necessary by the employer from time to time. Protective clothing and footwear will be replaced on an as needs basis by exchanging old for new.
- 34.2 Uniforms must only be worn on Pfizer premises in the performance of normal duties.
- 34.3 All items provided by the employer i.e protective equipment, uniforms, etc. must be returned to the company on termination of employment and will not be re-issued to other employees. The employer reserves the right to withhold termination pay until such time as company property has been returned and/or adequately accounted for.

35. Disputes Settling Procedure

- 35.1 It is agreed that every endeavour will be made by the parties to speedily and amicably settle any dispute which may arise by direct consultation and as appropriate, negotiation. To facilitate the settlement of such dispute, the following procedure shall apply;
- 35.2 During all discussions the status quo will be maintained.
- 35.3 Employee with or without their accredited union delegate shall discuss matters affecting them directly with the appropriate Manager and seek agreement or resolution at that level. If agreement of an acceptable response is not achieved within one working day or another mutually agreed time period, the employee (with or without the accredited union delegate), or in his/her absence, the nominated deputy, shall discuss the matter affecting the employee/s represented with the Site Leader.
- 35.4 If agreement or resolution is not achieved within one working day or another mutually agreed time period, or in the absence of the above Manager, a meeting will be arranged to discuss the matter with the Director, Corporate Policy.
- 35.5 If the matter cannot be resolved at this level within two working days, discussions shall continue between the appropriate representatives of Pfizer and the employee. At this time, the dispute may be referred to the New South Wales Industrial Relations Commission for conciliation and/or arbitration and other forms of assistance which may be acceptable to all parties.
- 35.6 In order to allow for the peaceful resolution of disputes all work shall continue as normal without interruption while the dispute settling procedure is being followed.
- 35.7 It is further agreed that any stop-work meeting required by Union officials and/or Site Union Delegate, should be held outside the normal working hours of the site, where practicable.

36. Health and Safety

36.1 Safety Equipment

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

36.2 Safety Procedures

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

36.3 Employee's Duty

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

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

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

36.4 Consumption of Alcohol or Drugs

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

37. Leave Reserved

During the life of this Agreement the parties may come together to discuss alternative shift arrangements other than what is prescribed in Section 17.

Signatories

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

Signed on or behalf of Pfizer Pty
Limited

Signed:

Signed: