

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/58

TITLE: Bristol-Myers Squibb Pty Ltd (Rydalmere) Enterprise Agreement 2000

I.R.C. NO: 2001/229

DATE APPROVED/COMMENCEMENT: 2 February 2001/ 1 April 2000

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/26

GAZETTAL REFERENCE: 30 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 60

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

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



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SECTION 1 – PREAMBLE

1.1 Title

This agreement is the Bristol-Myers Squibb Pty Ltd (Rydalmere) Enterprise Agreement 2000.

1.2 Parties

This Agreement is made between:

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

1.3 Coverage

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

1.4 Duration

This Agreement will begin on April 1, 2000 and will remain effective until March 31, 2001.

A review of the operation of the Agreement will be conducted on the nomination of any part after 3 months.

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

The terms and conditions of this Agreement shall be read and interpreted in conjunction with The Drug Factories (State) Award and The Warehouse Employees Drug (State) Award. This Agreement will prevail over any inconsistencies with these awards.

1.5 Australian Workplace Agreements

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

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SECTION 2 - ENVIRONMENTAL PROTECTION, HEALTH AND SAFETY

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

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

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

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SECTION 3 – THE BRISTOL-MYERS SQUIBB PLEDGE

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

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

Our Pledge:

Our Company's mission is to extend and enhance human life by providing the highest quality health and personal care products.

To our customers...

We pledge excellence in everything we make and market, providing you with the safest, most effective and highest quality products. We promise to improve our products through innovation, diligent research and development, and an unyielding commitment to the very best.

To our colleagues...

We pledge personal respect, fair compensation and honest and equitable treatment. To all who qualify for advancement, we will make every effort to provide opportunity. We affirm our commitment to foster a globally diverse workforce and a company-wide culture that encourages excellence, leadership, innovation and a balance between our personal and professional lives. We acknowledge our obligation to provide able and humane leadership and a clean and safe work environment.

To our suppliers and partners...

We pledge courteous, efficient and ethical behaviour and practices; respect for your interests; and an open door. We pledge to build and uphold the trust and goodwill that are the foundations of successful business relationships.

To our shareholders...

We pledge dedication to increasing shareholder value of your Company based upon continued profitable growth, strong finances, high productivity and intensive research and development, leading to competitive superiority.

To the communities where we live and work, the countries where we do business and the world we serve...

We pledge conscientious citizenship, a helping hand for worthwhile causes and constructive action that supports a clean and healthy environment. We pledge Bristol-Myers Squibb to the highest standard of moral and ethical behaviour and to policies and practices that fully embody the responsibility, integrity and decency required of free enterprise if it is to merit and maintain the confidence of our society.

SECTION 4 – TEAMS AT BRISTOL-MYERS SQUIBB

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

What is a self-managed team?

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

Why do we want to cultivate a team environment?

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

Within our organisation there are a number of teams who focus on areas of growing and improving the business. We want to build on this success by developing the Team environment within our operation. This agreement is not just about the business - greater participation in the development of the business will lead to an improved quality of work life.

How will we cultivate a team environment?

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

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

How long will it take?

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

What will it look like when we get there?

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

SECTION 5 – SKILLS DEVELOPMENT SYSTEM (Annexure 1)

The classification structure has been designed using the previous structure and training program. The system was developed by a sub-committee formed from a Consultative Committee request. At each stage the system has been reviewed and improved upon by the Consultative Committee to ensure conformity.

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

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

5.1 Receiving

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

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

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

5.2 Compounding

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

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

(The deionised work system is not a work station in itself but a necessary part of the overall process).

At level 2, one full work station shall be chosen from any of the above so that there are four remaining full work stations over the current level 3 and 4.

5.3 Packing

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

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

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

OR

2. Relief Line Leadership (RLL) within the team

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

OR

3. Permanent line leader on one line

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

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

4. Permanent line leader on multiple lines

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

5.4 Distribution

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

- Distribution Relief Clerk
- Dangerous Goods Management (air freight)
- Non Inventory Purchasing
- Process Improvement

5.5 Laboratory

The Laboratory will follow the existing classification structure system.

5.6 Knowledge Based Skills

In order to achieve the vision for this site, we recognise that we need to build on our knowledge based skills. As such, we have added some generic skill blocks which are focussed on improving a process. This does not refer to a specific process as the tools can be used to solve any problem. We are offering three broad bands:

1. Data collection and assisting with mapping a work process

This is a basic data collection on a process. This is a basic and fundamental requirement of employees at all levels in order to improve a process. The idea is to collect information and map it to see how it all fits together. The tools used for this skill will give teams an understanding of what they do within a process.

2. Gathering and interpreting data

Analysing and bringing data together with knowledge of a work process to improve it. The stages of this skill require the development of competence in using more abstract thought to analyse the present situation and change it. That is:

- Can gather and interpret data using a variety of statistical tools.
- Analyses and improves a work system on a consistent basis.
- Monitors the efficiency of a work process to ensure that there is consistent improvement in efficiencies.

3. Process Improvement Trainer and Facilitator

- Facilitates process improvement projects with people from various departments.
- Trains people in Process Improvement by conducting process improvement projects with teams.
- Evaluates the performance of the team according to improvements made by the team.

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

5.7 Relief

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

5.8 General Business Appreciation

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

5.9 Assessment of Competence

Employees will be assessed for competence in accordance with current practice. If there is a drop in performance for any reason, then the Company's Performance Improvement Counselling Policy 9.1, Annexure 2, will apply.

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SECTION 6 – REMUNERATION AND HUMAN RESOURCES MANAGEMENT**6.1 Performance and Improvement Counselling**

All forms of Performance and Improvement Counselling are dealt with within the guidelines set out in Section 9.1 of the Human Resources Policy and Procedure Manual, Annexure 2.

6.2 Leave

Leave is dealt with in the guidelines set out in Section 4 of the Human Resources Policy and Procedures Manual, Annexure 3.

Annual leave will be granted in accordance with the Manual and the Annual Holidays Act 1944, as amended. Annual Leave entitlements are set as 152 hours per annum for each full time employee.

6.3 Equal Employment Opportunities/Affirmative Action

The Company's policy is to treat everyone 'fairly and with respect'. The Equal Employment Opportunity Policy is dealt with within the guidelines set out in Section 9 of the Human Resources Policy and Procedure Manual, Annexure 6.

6.4 Payments and Allowances**6.4.1 Payments**

Level 5 employees will receive a 3% increase and Levels 1 to 4 will receive \$20.00 per week from 1 April 2000. This year's review will run until 31 March 2001. All wages will be paid on a monthly basis, on or about the 15th day of each month, direct into employees' nominated bank accounts.

Comparison of wages from previous agreement

Level	1/4/99	1/4/00	Increase
5	\$682.49	\$702.96	3%
4	\$630.57	\$650.57	\$20
3	\$589.47	\$609.47	\$20
2	\$551.62	\$571.62	\$20
1	\$502.94	\$522.94	\$20

i. Safety Net

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

ii. Superannuation

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

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

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

6.4.2 Payment of Wages

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

6.4.3 Allowances

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

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

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

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

6.4.4 Bonus for Non-Absenteeism

The Bonus for Non-Absenteeism applies to full-time employees covered by the Enterprise Agreement and who have been employed by the Company for a minimum of 12 months, at time of qualification. Absenteeism is defined as sick and/or personal carers leave and does not include Annual Leave, Long Service Leave, RDOs, Jury Leave, Study Leave, Military Leave, Maternity Leave or Bereavement Leave.

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

Guidelines:-

1. To qualify for the Non-Absenteeism Bonus, an employee must have a minimum of 76 hours banked under Sick Leave provision.
2. Sick days are accrued at 6.33 hours per month. Therefore 12 months = 76 hours, or 10 days.
3. Any sick leave taken during the calendar year will be taken from the current year entitlements before drawing from any banked sick leave.

Example:-

Hours brought forward	Current Year's Entitlement	Sick Leave Taken	Total Hours at End of Year	Bonus Hours Payment
150 hours	76	0	226	76
0 hours	76	0	76	0
150 hours	76	7	219	69

4. Current sick leave entitlement is maintained in a holding bank and will be used in the event you are sick and require more than 10 days sick leave in any one year. In such an event the sick leave bonus would not apply and therefore you would not qualify for a bonus payment.
5. An employee may increase their sick leave holding bank from 76 hrs to any number of hours above this, for individual requirements. Therefore an employee may transfer hours from the bonus scheme to their holding bank of sick leave.

6. If at the end of the qualifying year an employee has a minus balance, e.g. -23.00hrs, they will not qualify for any bonus and will re-commence the new year on a 0 balance.
7. If a balance of 76 hours or below is held at the end of the qualifying period, no bonus is paid. No hours can be cashed in at or below 76 hours. The scheme is designed to maintain a safety net of 76 hours/10 days as a minimum.
8. The current sick leave system remains separate from the bonus system. The sick leave policy will continue to be administered as it was before.
9. If an employee terminates during the year, they will receive any bonus accrued up to their termination date.

6.5 **Grievance Procedure**

Policy

Where a grievance/dispute arises, an employee shall seek remedy by using the process described below. The elements of this policy are:

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

Procedure

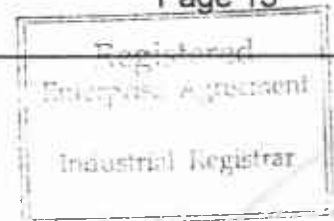
The following procedure applies in dealing with grievances from an individual or group of employees. It also includes any matter that might lead to a dispute between employees and the Company:

- Step 1 The employee (or representative of the group) will discuss the grievance with the immediate supervisor.
If not resolved, proceed to Step 2.
- Step 2 The employee and supervisor will inform the department head of any grievance or dispute. At this stage the employee may be accompanied by the union delegate if he/she requests it. The department head will endeavour to resolve the grievance/dispute.
If not resolved, proceed to Step 3.
- Step 3 The matter is discussed with the Divisional Director, department head, the employee and the union delegate if the employee requests it.
If not resolved, proceed to Step 4.
- Step 4 The matter is discussed in a meeting comprising the Divisional Director and the Human Resources Manager. If a union member is involved the union organiser and delegate may also attend.
- Step 5 If the matter is still unresolved it may be referred by either party to the NSW Industrial Relations Commission for conciliation and/or arbitration.

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

6.6 **Workers' Compensation/Rehabilitation**

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



6.7 Union Relationships

i. Union Membership

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

ii. Role of Union

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

iii. Right of Entry

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

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

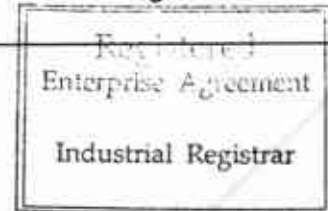
If there is a need for an accredited official to enter a workplace area, approval must be sought from the relevant department manager, before such entry is made.

iv. Union Delegates

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

v. Trade Union Training

Refer Drug Factories (State) Award, Clause 31.



SECTION 7 – TERMS AND CONDITIONS OF EMPLOYMENT

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

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

7.1 Part Time Employees

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

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

7.2 Casual Employees

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

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

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

Casual Entry Levels

Level 4	Laboratory
Level 3	Laboratory Assistant
Level 2	Manufacturing
Level 1	Packing/Receiving/Distribution

- vi. Other terms of this Agreement do not apply to Casuals.

7.3 Probationary Employment

- i. A probationary period of three (3) months will be applied to all new employees. The probationary period shall commence from the date of engagement to permanent employment status.
- ii. The Company may terminate a probationary employee who does not satisfactorily meet any one of the following standards:
 - Job performance – quality/quantity of work, knowledge of job, general attitude.
 - Conduct – cooperation with management and other employees, adherence to Company policies and regulations including the O H & S and environmental policy.
 - Attendance and punctuality.
 - Any breach of Company policy.
- iii. Probationary employees will be subject to three reviews on a monthly basis during the period of probationary employment, involving their immediate supervisor/manager/peers. Refer Annexure 7.
- iv. A probationary period may extend, by mutual agreement, for a period of one (1) month, when additional time is required to evaluate the employee to meet the above standards. In these cases, the employee will be notified in writing of the extension by their supervisor.
- v. All employees will be subject to the conditions of the probationary period once employed on a permanent basis.
- vi. An employee, while engaged on a probationary period, may be terminated with one (1) week's notice.

7.4 Separation of Employment

All forms of termination of employment from the Company are dealt with within the guidelines set out in Section 11 of the Human Resources Policy and Procedure Manual, Annexure 4.

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

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

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

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

- iii. **Notice of Termination**
 - a) Except in the case of misconduct, when employment may be terminated without notice, the employment of a permanent or part-time employee may be terminated by the payment of forfeiture of wages in lieu of notice in accordance with the Workplace Relations Act 1966.

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

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

- b) At any time where misconduct is suspected, an employee shall be suspended with full pay and conditions pending a full investigation of the circumstances.
- c) In the case of misconduct, it is preferable that the services of the employee be terminated immediately or as soon as possible after the offence has been committed.
- d) Casual employees can be terminated with one hour's notice and paid for the hours worked. In the case of misconduct, a casual will be terminated without prior notice and paid for the hours worked.
- e) Security of employment - Continuity of employment, job security and future career prospects within the Company are all key objectives of Bristol-Myers Squibb in Australia. This Agreement, in itself, will not lead to forced redundancies, however, should the need arise due to other factors or influences, the Company agrees to follow the redundancy agreement as applicable with employees and relevant union, prior to any involuntary redundancies being implemented.

7.5 Hours of Work

7.5.1 Ordinary hours of work

- i. Flexibility in the designated daily hours of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments.
- ii. The ordinary hours of work shall be worked continuously, except for meal breaks, between the operating hours of 6 am to 6 pm, Monday to Friday.
- iii. The regular working week for permanent full-time employees will be based on an average of thirty-eight (38) hours over 5 days unless otherwise mutually agreed (refer to point v.).
- iv. The rostered ordinary hours of work may be averaged over a twenty (20) day cycle, provided that the roster shall be fixed by mutual agreement between the supervisor/manager and the employee(s) concerned.
- v. Within the normal 38 hour rostered week, by mutual agreement employees may be required to work up to 10 ordinary hours on any week day at normal rates of pay.

7.5.2 Rostered Days Off

Principles of flexible Leave Days Bank

Leave under the flexible Leave Days Bank scheme is to be taken at a mutually agreed time between the employee and the Department Manager, with minimum disruption to the operations (time taken will be at the Friday rate of 7 hours 20 minutes), refer Annexure 5.

7.6 Overtime

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

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

Based on a 38 hour week for full time permanent employees and casual contract staff, overtime will be calculated as follows:

- i. In computing overtime, any portion of an hour less than thirty minutes shall be reckoned as half an hour and any portion of an hour in excess of thirty minutes shall be reckoned as one (1) hour.
- ii. 1.7 x the ordinary rate of pay calculated after working in excess of the normal rostered hours from Monday to Friday.
- iii. Saturdays: Overtime will be calculated at 1.5 x ordinary rate of pay for the first two (2) hours worked and 2 x thereafter with a minimum payment of four (4) hours.
- iv. Sundays: Overtime will be calculated at 2 x ordinary rate of pay for the whole day with a minimum payment of four (4) hours.
- v. Public holidays: Overtime will be calculated at 2.5 x ordinary rate of pay for the whole day.
- vi. Overtime is calculated in this manner as a result of the flexible start and finish times required and the flexible operating span of hours as part of this Agreement.
- vii. Where overtime is worked, it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.
- viii. Where an employee has been unable to have the above break of ten (10) hours, the provisions set out in SHIFT WORK, point vii. and point viii. shall apply.
- ix. Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Company will provide them with a reasonable means of conveyance to where public transport is available, or, if no public transport is available, to their home.
- x. Where an employee is recalled to work overtime after leaving work (whether notified before or after leaving the premises), the employee will be paid for a minimum of four (4) hours at the appropriate rate for each time they are recalled; or by mutual agreement by the employee and the Company, the employee is not required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period, will be paid only for their time worked.

Overtime for casual contract staff will be based on the normal contract basis, when called in. Overtime will be paid at the same rate (1.7) as full time employees.

7.7 SHIFT WORK

- i. "Afternoon Shift" shall mean a shift commencing after 12:00 noon and finishing after 6:00 pm but not later than 12:00 midnight.
- ii. A shift worker whilst on afternoon shift shall be paid 15% more than his/her ordinary rate for such shift. Provided that where work continues beyond midnight employees shall be paid at overtime rates, i.e. 1.7 x ordinary rate of pay.
- iii. Shift workers shall be allowed twenty (20) minutes on each shift for a meal, which shall be counted as time worked. These breaks are called Crib breaks and shall be taken at a time and manner that facilitates continuous production.

- iv. Day workers will be asked to volunteer for shift work, but, in the circumstance where there are insufficient volunteers, the Company will explore all options including the use of casual labour. However, as a last resort the Company shall have the right to select the appropriate employees to perform this work.
- v. Where practical, employees affected shall be given one (1) months notice of the introduction of shift work or the change of shift arrangements, provided that in emergencies seven (7) days notice shall be sufficient. However, this required notice period may be reduced by mutual agreement between the Company and the employees concerned.
- vi. Employees who are required to change shifts shall, wherever reasonably practical, be allowed ten (10) consecutive hours off duty between shifts.
- vii. An employee who has not had at least ten (10) consecutive hours between his or her standard shift finishing time and standard shift commencement time on the next day, shall be released from duties until he/she has had ten (10) consecutive hours off duty without loss of pay for normal working time during such an absence.
- viii. If on instructions of the Company, such an employee resumes work without having had such ten (10) consecutive hours off duty, he or she shall be paid at double rates until he or she is released from duty for such period. The employee shall be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for normal working time occurring during such an absence.
- ix. In the event of shift work being required, we will design the shift pattern based on consensus through the Consultative Committee process.
- x. The overtime rate for shift workers is calculated using the ordinary rate of pay.

7.8 MEAL PERIODS

Meal periods apply to shifts between the hours of 6:00 am and 6:00 pm.

A meal break will be as defined below:

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

7.9 PUBLIC HOLIDAYS / PICNIC DAY

- i. Public holidays will be those days gazetted by NSW and will include: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day. The foregoing days will be taken on the date proclaimed as public holidays, or days in lieu of public holidays, by the NSW State Government and are subject to change by the Government.

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

- ii. Picnic Day to be taken on any day mutually agreed to by employee and supervisor.

7.10 FULL OR PARTIAL SHUTDOWN

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

SECTION 8: NO EXTRA CLAIMS AND SIGNATORIES

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

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

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

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

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

This Agreement is made at Rydalmere in the state of New South Wales on 1st April 2000.


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

 date 9.1.01

In the presence of

 date 9.1.01

SIGNED FOR AND ON BEHALF OF
Shop, Distributive and Allied Employees' Association, New South Wales (SDA)

 date 16/01/01

In the presence of

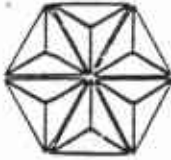
 date 16-01-01

SKILLS DEVELOPMENT PLAN

Receiving	\$	Compounding	\$	Packing	\$	Distribution	\$	Laboratory	\$
Receiving Duties	571.62	Compounding duties Incl. one full work station from list below:	571.62	Base Line Operation	522.94	Distribution Duties	571.62		
All Receiving including clerical or incoming Q.A.	609.47	Dyes Work Station (1)	609.47	Relief Line Leadership within the Team (0.5)	9.46	All Distribution and relief clerical duties plus cycle counting, computer inventory control.	609.47	Laboratory Assistant	609.47
		Dispensary & Pre-weigh Work Station (1)		18.93	Changeover of equipment using quick change methodology (1)				
		Dye Room (1)			OR				
		Essence (0.5)			Permanent Line Leader on one line (up to 2)				
		Rollette Work Station (0.5)			37.85				
Herbal Work Station (1)									
Finished Product testing	13.70	One full Work Station is worth	19.74	Permanent Line Leadership on multiple lines	650.57	Above plus full time clerical role and Transport Co-ordinator OR one role from: Distribution Relief Clerk Dangerous Goods Management (air freight) Non Inventory Purchasing Process Improvement	650.57	Laboratory assistant	650.57
		One half Work Station is worth	9.87						
Raw Material sampling	13.70								
Relief Team Leadership	702.96	Relief Team Leadership or Q.A.	702.96	Advanced Q.A. & Team Building	702.96				

	\$
Data Collection	-
Gathering & Interpreting Data	18.93
Process Improvement Trainer & Facilitator	37.85
1 st Aid Allowance	10.35





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

PERFORMANCE IMPROVEMENT
COUNSELLING

POLICY NUMBER: 9.1

PAGE: 1 **OF** 6

REVIEW DATE: Dec 1 2001

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

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

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

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

ELIGIBILITY:

All permanent employees of the Company

Registered Enterprise Agreement Industrial Registrar
--

PROCEDURE:

1. INITIAL CONSIDERATIONS

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

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



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HUMAN RESOURCES
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PERFORMANCE IMPROVEMENT
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POLICY NUMBER: 9.1

PAGE: 2 OF 6

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lee

Date: 1/9/98

Approved by:

[Signature]

Date: 1/9/98

behaviour have been outlined to the employee.

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

2. RESPONSIBILITY

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

3. DOCUMENTATION

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



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

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

THE PERFORMANCE COUNSELLING PROCESS

Step One

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

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





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Prepared by:

J. Coe

Date: 1/9/98

Approved by:

Date: 1/9/98

Step Two

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

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

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

Step Three

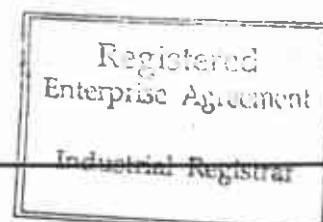
This step is the follow-up interview to review progress and should be held on the review date previously agreed upon and documented on to the employee's personnel file.

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

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

Step Four

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





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Prepared by: <i>J. Rice</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 1/9/98
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On all occasions, Supervisors should aim for agreement by the employee on specific performance/behaviour standards and allow at least/most 4 weeks between counselling interviews.

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

TERMINATION OF EMPLOYMENT

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

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

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





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PERFORMANCE IMPROVEMENT
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POLICY NUMBER: 9.1

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REVIEW DATE: Dec 1 2001

Prepared by:

J. Lea

Date: 1/9/98

Approved by:

J. [Signature]

Date: 1/9/98

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

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

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

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FLOW CHART THE PERFORMANCE COUNSELLING PROCESS



STEP 1

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

STEP 2

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

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

STEP 3

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

STEP 4

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

NB

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

BRISTOL-MYERS SQUIBB

RECORD OF PERFORMANCE COUNSELLING

INTERVIEW



DATE OF INTERVIEW: _____	TIME COMMENCED: _____ TIME FINISHED: _____
--------------------------	---

EMPLOYEE: _____	POSITION: _____
-----------------	-----------------

SUPERVISOR: _____	POSITION: _____
-------------------	-----------------

WITNESS: _____ (Optional)	POSITION: _____
------------------------------	-----------------

PURPOSE OF INTERVIEW:

DETAILS OF PERFORMANCE OR BEHAVIOUR DEFICIENCIES:

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

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

(Attach extra pages if required)



CORRECTIVE ACTION PLAN:

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

PERFORMANCE DEFICIENCY:	ACTION:	WHO:	WHEN:

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

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

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

EMPLOYEE: _____ **DATE:** _____

SUPERVISOR: _____ **DATE:** _____

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

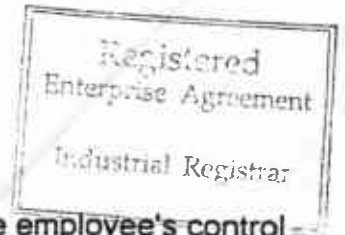
Distribution: Original - Human Resources Department
Copy - Employee

SUPERVISOR'S GUIDELINES FOR THE INTERVIEW**1. Get all the Facts:**

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

2. Be Humane:

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

**3. Be Positive and Objective:**

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

4. Act Promptly:

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

5. Be Impartial:

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

6. Be Fair:

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

ANNUAL LEAVE

POLICY NUMBER: 4.2
PAGE: 1 **OF** 3
REVIEW DATE: Dec 1 2001

Prepared by: <i>J. Lea</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 1/9/98
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PURPOSE:

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

ELIGIBILITY:

All permanent employees of the Company.

1. ENTITLEMENT:

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

2. TIMING OF LEAVE

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

ANNUAL LEAVE

POLICY NUMBER: 4.2

PAGE: 2 OF 3

REVIEW DATE: Dec 1 2001

Prepared by: <i>J. Lea</i>	Date: 1/9/98	<i>[Signature]</i>	Date: <i>1/98</i>
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shutdowns where these apply.

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

3. Applications for Leave

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



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ANNUAL LEAVE

POLICY NUMBER: 4.2

PAGE: 3 OF 3

REVIEW DATE: Dec 1 2001

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Prepared by:

J. Lee

Date: 1/9/98

J. Lee

1/9/98

3.3 Application for leave should reach the Payroll Department at least two weeks prior to the due date of commencement of leave

3.4 In the event that the leave dates are altered either prior to the commencement of leave or upon earlier than expected return from leave, the employee must complete an amended leave form stating the changed dates of leave and clearly marked "Amended" at the top of the form and process the form through the usual channels.

4. **Payment in lieu of Leave:**

4.1 Payment in lieu of annual leave (in the course of service) is expressly forbidden by law and prohibited by Company Policy.

4.2 Upon the termination of service, employees shall be entitled to be paid for any leave entitlement accrued to the date of termination (and not forfeited as in Paragraph 2.6) but not taken by them and calculated at his/her rate of pay at the date of termination.

4.3 Should the employee have been granted leave in advance and therefore in excess of his/her entitlement at the date of termination, the Company may deduct such amount as is owed from the employee's final salary.

5. **Payment Whilst on Leave**

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

6. **Annual Leave Loading**

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



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CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

BEREAVEMENT LEAVE

POLICY NUMBER: 4.5

PAGE: 1 **OF** 1

REVIEW DATE: Dec 1 2001

Prepared by:

J. Lea

Date: 1/9/98

[Signature]

Date: 28/10/98

PURPOSE:

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

ELIGIBILITY:

All permanent employees of the Company.

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PROCEDURE:

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

DEFENCE FORCE LEAVE

POLICY NUMBER: 47

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by:

A. Lea

Date: 1/9/98

Approved by:

[Signature]

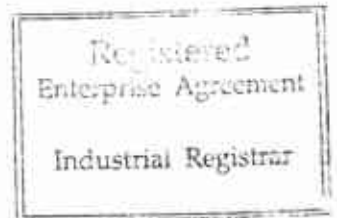
Date: 28/9/98

PURPOSE:

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

ELIGIBILITY:

All permanent employees of the Company.



PROCEDURE:

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

JURY SERVICE LEAVE

POLICY NUMBER: 4.6

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: *Ilea* Date: 1/9/98
 Approved by: *[Signature]* Date: 28/8/98

PURPOSE:

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

ELIGIBILITY:

All permanent employees of the Company.

Registered
 Enterprise Agreement
 Industrial Registrar

PROCEDURE:

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

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

LONG SERVICE LEAVE

POLICY NUMBER: 43

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: <i>A. Lee</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 28/5/98
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PURPOSE:

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

PROCEDURE:

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4

PAGE: 1 **OF** 4

REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

Prepared by: <i>alea</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 2/1/98
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Policy:

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

Maternity Leave:

Policy:

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

Guidelines:

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4

PAGE: 2 **OF** 4

REVIEW DATE: Dec 1 2001

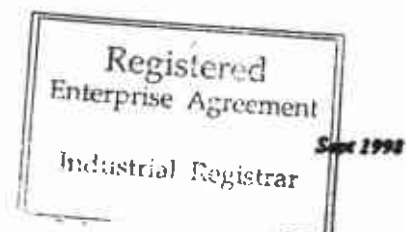
PARENTAL LEAVE

Prepared by: <i>A. Rea</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 25/9/98
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5. Maternity Leave will be reduced by any Paternity Leave or Adoption Leave taken by the employee's spouse, (spouse is also de-facto).
- The maximum amount of Maternity Leave is reduced by any "extended" (refer this policy) Paternity Leave taken by the employee's spouse.
 - Maternity Leave may not be taken while the employee's spouse is taking "extended" Paternity Leave.
 - The employee must produce a statutory declaration stating the period of any Paternity Leave sought or taken by her spouse.

Variations to Maternity Leave:

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4

PAGE: 3 **OF** 4

REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

Prepared by: <i>J. Lee</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 25/8/98
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- b) The employee, with the consent of the Company, may change the date of return any number of times.
 - c) Any variation to the period of leave requires at least 14 days notice.
5. The Company shall not terminate an employee by reason only of the fact that she is, or has been pregnant, or on maternity leave.
 6. Where the leave is either to be extended or shortened no less than 4 weeks notice in writing must be given to the company, i.e. 4 weeks from when the employee was to recommence or 4 weeks from the new date proposed to recommence.
 7. Long Service Leave; Annual Leave, does not accrue whilst on Maternity Leave but the employee retains continuity of service. All benefits begin to accrue after the date of recommencement.
 8. An employee shall give not more than six weeks and not less than 4 weeks notice in writing of her intention to resume work.
 9. When the employee returns to work she is entitled to be appointed to her former position. Where this position has ceased to exist, she is entitled to be appointed to an available position which is as close as possible in status and salary to that of her former position, provided that she is capable or qualified to perform the work.
 10. Any Maternity Leave replacement employee shall be told upon appointment that the employee taking Maternity Leave is entitled to be re-appointed to her former position and therefore the replacement's position is only TEMPORARY.
 11. Maternity Leave replacement employees shall be provided with 4 weeks notice of the Maternity Leave employees intention to return to work.





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

POLICY NUMBER: 4.4

PAGE: 4 OF 4

REVIEW DATE: Dec 1 2001

PARENTAL LEAVE

Prepared by: <i>A. Lea</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: <i>27/9/98</i>
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Paternity Leave:

Policy:

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

Guidelines:

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

Adoption Leave:

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

**SICK LEAVE/
 PERSONAL CARERS LEAVE**

POLICY NUMBER: 41
PAGE: 1 **OF** 3
REVIEW DATE: Sept 1 2001

Prepared by:

J. Dea

Date: 1/9/98

[Signature]

Date: 1/9/98

PURPOSE:

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

ELIGIBILITY:

All permanent employees.

Registered
 Enterprise Agreement
 Industrial Registrar

PROCEDURE:

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

5.1 To Immediate Supervisor

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

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

**SICK LEAVE/
 PERSONAL CARERS LEAVE**

POLICY NUMBER: 4.1
PAGE: 2 **OF** 3
REVIEW DATE: Sept 1 2001

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

5.2 To Human Resources Department

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

6. Medical Certificates

All Employees

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



7. Prolonged Absences

7.1 Authorisation

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

7.2 Superannuation Benefits

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

8. Payment in lieu of Sick Leave

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES POLICY & PROCEDURE

SICK LEAVE/ PERSONAL CARERS LEAVE

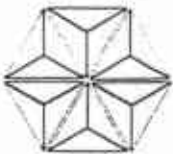
POLICY NUMBER: 4.1
PAGE: 3 OF 3
REVIEW DATE: Sept 1 2001

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

9. Personal Carers Leave

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

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Enterprise Agreement
Industrial Registrar



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

STATE EMERGENCY SERVICE / BUSHFIRE
BRIGADE LEAVE

POLICY NUMBER: 4.9

PAGE: 1 OF 1

REVIEW DATE: Dec 1 2001

Prepared by: *J. Lea*

Date: 1/9/98

Approved by: *[Signature]*

Date: 28/8/98

PURPOSE:

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

PROCEDURES:

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

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BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

TERMINATION OF EMPLOYMENT

POLICY NUMBER: 11.1

PAGE: 1 OF 2

REVIEW DATE: Dec 1 2001

Prepared by: *J. Rea* Date: 1/9/98 Approved by: *[Signature]* Date: 28/1/98

ELIGIBILITY:

All permanent employees.

PURPOSE:

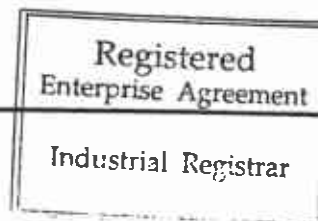
This policy sets forth the procedure under which all permanent contracts of employment may be terminated

PROCEDURE:

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

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

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

TERMINATION OF EMPLOYMENT

POLICY NUMBER: 11.1
PAGE: 2 **OF** 2
REVIEW DATE: Dec 1 2001

Prepared by: <i>J. Lee</i>	Date: 1/9/98	<i>[Signature]</i>	Date: 28/1/98
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5. The Human Resources Department will initiate a Payroll Data Change form and obtain the necessary authorisations before submitting to the Pay Office who will calculate the final payroll benefits and ensure payment to the employee concerned within 48 hours of the final date of employment.
6. The Pay Office will initiate the withdrawal process of the employee's superannuation benefits and communicate to the employee.
7. The Human Resources Department will conduct an Exit Interview (see policy on Exit Interviews) and place on file.

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BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

INSTANT DISMISSAL

POLICY NUMBER: 11.2

PAGE: 1 **OF** 2

REVIEW DATE: Dec 1 2001

Prepared by: *S. Lea*

Date: 1/9/98

[Signature]
 Date: 2/1/98

PURPOSE:

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

PROCEDURE:

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

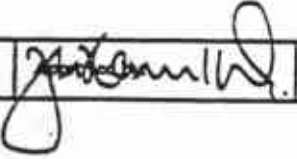
HUMAN RESOURCES
POLICY & PROCEDURE

INSTANT DISMISSAL

POLICY NUMBER: 11.2

PAGE: 2 OF 2

REVIEW DATE: Dec 1 2001

Prepared by: J. Lee	Date: 1/9/98	Approved by: 	Date: 26/8/98
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5. In order to ensure legal compliance, the Human Resources Department will check the circumstances of the case and advise management accordingly.
6. An employee may be suspended on full pay whilst investigations are carried out to determine the cause of events. The decision to do so rests with the Human Resources Department. The employee will not be permitted back on site whilst investigations are carried out and finalised. The Human Resources Manager/Director will keep the employee informed on the progress of investigations.
7. It should be noted that instant dismissal must occur as soon as practicable after the offence has been committed and detected. If the employee is permitted to continue working without being advised as to the offence it is possible that the offence has been condoned and instant dismissal cannot apply.
8. If as a result of careful examination of the evidence, it is decided by management that instant dismissal is warranted and the employee is a union member, then the actual process of dismissal will take place in the presence of the union delegate.
9. No dismissal may be entered into unless the approval of the Divisional Managing Director and the Director of Human Resources has been obtained.

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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Bristol-Myers Squibb
CONSUMER/NUTRITIONAL DIVISION - REDUNDANCY PACKAGE

1. SEVERANCE PAY

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

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

2. LEAVE

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

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

3. NOTICE PERIOD

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

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

4. OTHER ISSUES

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

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

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

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

5. SELECTION FOR REDUNDANCY

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

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

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

6. OUTPLACEMENT SUPPORT

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

7. PAYOUT LIMIT

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

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





BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 23

PAGE: 1 OF 3

REVIEW DATE: Dec 1 2001

Prepared by:

J. Kea

Date: 1/9/98

Approved by:

[Signature]

Date: 1/9/98

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

i) **Preamble:**

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

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

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

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

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 2.3

PAGE: 2 OF 3

REVIEW DATE: Dec 1 2001

Prepared by: *J Lee* Date: 1/9/98

Approved: *[Signature]* Date: 1/9/98

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



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

FLEXIBLE LEAVE DAYS BANK (RDOs)

POLICY NUMBER: 83

PAGE: 3 OF 3

REVIEW DATE: Dec 1 2001

Prepared by: <i>I-Rea</i>	Date: 1/9/98	Approved by: <i>[Signature]</i>	Date: 1/9/98
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This time is determined as follows:

Current RDO Friday off
 Thursday prior to RDO early finish
 forgone

Paid Hours
 7 hours 10 minutes
 10 minutes

7 hours 20 minutes

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



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

ANNEXURE 9

POLICY NUMBER: 9.8
PAGE: 1 OF 1
REVIEW DATE: Dec 1 2001

**HUMAN RESOURCES
POLICY & PROCEDURE**

**EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION**

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

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

Guidelines:

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

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Sept 1998



BRISTOL-MYERS SQUIBB AUSTRALIA PTY LTD
CONSUMER/NUTRITIONAL DIVISION

HUMAN RESOURCES
POLICY & PROCEDURE

PROBATIONARY PERIOD

POLICY NUMBER: 2.10
PAGE: 1 OF 1
REVIEW DATE: Dec 1 2001

Prepared by: *J. Lea* Date: 1/8/98
Approved by: *[Signature]* Date: 1/8/98

PURPOSE:

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

PROCEDURE:

1. The Company may terminate a probationary employee with one weeks notice who does not satisfactorily meet any one or more of the following standards:
 - a) Job Performance; quality and quantity of work, knowledge of job, general attitude
 - b) Conduct; co-operation with management and other employees, adherence to Company policies.
 - c) Attendance and punctuality.
2. A probationary period may be extended when additional time is necessary to evaluate the ability of the probationary employee to meet the above outlined standards. (See Performance Counselling Policy)
 - a) Extensions will be made on a month-by-month basis, and should not extend beyond 6 months from the date of employment.
 - b) The employee must be informed of the extension in writing by the Human Resources Department.
3. New employees covered by the Enterprise Agreement will be required to meet the performance expectations of the Probationary Evaluation Guidelines (refer attached) as per the Agreement.

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Bristol-Myers Squibb PROBATIONARY EVALUATION GUIDELINES

INTRODUCTION

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

AIM:

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

GUIDELINES:

Completing the Form:

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

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

Which is:

Overall Average

Meets Probation Requirements

3 or above

Yes

Less than 3

May need probation extended to meet Company expectations.

Continuation of employment will need to be reviewed.

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

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Bristol-Myers Squibb PROBATIONARY EVALUATION RECORD

PERMANENT EMPLOYEES/CASUAL EMPLOYEES

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

EMPLOYEE:

POSITION:

RATING GUIDE:

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



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

