

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/237

TITLE: GlaxoSmithKline (Ermington Site) Enterprise Agreement 2001-2003

I.R.C. NO: IRC02/3412

DATE APPROVED/COMMENCEMENT: 20 June 2002

TERM: 11 December 2003

NEW AGREEMENT OR VARIATION: Variation. Replaces EA99/46

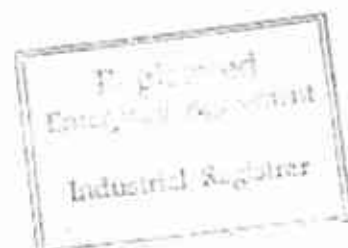
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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of SmithKline Beecham (Australia) Pty Limited trading as GlaxoSmithKline at 82 Hughes Avenue, Ermington, NSW, who are engaged within the manufacture of either pharmaceutical or consumer healthcare products and who fall within the coverage of the Drug Factories (State) Award, Warehouse Employees Drug (State) Award, Metal, Engineering and Associated Industries (State) Award and Electricians, &c. (State) Award.

PARTIES: SmithKline Beecham (Australia) Pty Ltd -&- Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales



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**GLAXOSMITHKLINE
(ERMINGTON SITE)
ENTERPRISE
AGREEMENT
2001 - 2003**

Registered
Enterprise Agreement
Industrial Registrar

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1. TITLE

This Agreement shall be known as the "GlaxoSmithKline (Ermington Site) Enterprise Agreement 2001-2003".

2. PARTIES AND PERSONS BOUND TO THIS AGREEMENT

Parties

- (a) The following are parties to this Agreement:
- (i) SmithKline Beecham (Australia) Pty Limited trading as GlaxoSmithKline (the "Company");
 - (ii) The Australian Workers' Union, Greater New South Wales Branch (the "AWU"); and
 - (iii) The Shop Distributive and Allied Employees' Association, New South Wales (the "SDA");

Persons Bound

- (b) The persons bound to this Agreement are:
- (i) each of the parties listed at (a) above; and
 - (ii) employees of the Company who are described at clause 3 of this Agreement (the "Employees").

3. APPLICATION

This Agreement shall apply at the Company's premises located at 82 Hughes Avenue, Ermington, New South Wales, in respect of all employees engaged within the manufacture of either pharmaceutical, or consumer healthcare products and whose employment, in the absence of this Agreement, would be wholly regulated by an award listed at clause 4 of this Agreement.

4. THIS AGREEMENT TO PREVAIL OVER AWARDS

Prevailing Effect

- (a) This Agreement shall be read and interpreted wholly in conjunction with the following awards but will prevail over the provisions of each of those awards to the extent of any inconsistency:
- (i) The Drug Factories (State) Award;
 - (ii) The Warehouse Employees Drug (State) Award;
 - (iii) The Metal Engineering and Associated Industries (State) Award; and
 - (iv) The Electricians (State) Award

- (b) A reference to an award in (a) above includes a reference to any award replacing same.

5. DURATION

This Agreement will take effect from the beginning of the first full pay period to commence on or after the date upon which it is approved by the Industrial Relations Commission of New South Wales and will remain in force up until 11 December 2003.

6. NO EXTRA CLAIMS

The unions and employees bound by this Agreement will not pursue any extra claims, for the life to this Agreement except where consistent with State Wage Case decisions of the Industrial Relations Commission of New South Wales. Where there are decisions of a Full Bench of the Australian Industrial Relations Commission or a Full Bench of the Industrial Relations Commission of New South Wales, which may impact upon this Agreement, the parties agree to confer with respect to the matters raised.

7. PURPOSES OF THIS AGREEMENT

This agreement has the following purposes:

- (a) to improve organisational effectiveness and productivity monitored as measured by the productivity matrix;
- (b) to promote good relations between the Company and the Employees, represented by their unions;
- (c) to assist in the development of the Company as an organisation in which the Employees are committed to its survival and economic success;
- (d) to ensure that the Company continues to serve the needs of its stakeholders, including the employees; and
- (e) to improve the skills, training and knowledge of the Employees through the Company's Skills Development Program.

8. CONTRACT OF EMPLOYMENT, SUPPLEMENTARY LABOUR HIRE AND TERMINATION OF EMPLOYMENT

Duties

- (a) Employees will carry out such duties as are within the limits of their respective skills, competence and training.



Employee Participation

- (b) To give effect to the purpose set out in clause 7(a) above, the Employees will participate in the Company's Skills Development Program, during paid working hours or by agreement.

Probationary Period

- (c) Employees will initially be employed on a probationary basis for a period of 3 months. The Team, Team Leader/Manager, will review the employee. Human Resources and the Skills Development Officer will oversee the process using the annual performance tool, at clause 22. In the event that during the review period a decision is made to terminate the employment, the Company will pay one week's pay in lieu of notice and provide a certificate of service.

Supplementary Agency Labour

- (d) To meet business needs, the permanent workforce covered by this Agreement may be supplemented from time to time by labour employed by a private employment agent holding a licence pursuant to the *Employment Agents Act 1996* (NSW), provided that the following shall apply:
- (i) Persons engaged by a private employment agent shall be paid as casual. The calculation of the hourly rate being based upon the weekly rate applying to Entry Level under this Agreement, save for Forklift Drivers who shall be paid a rate applying to Skilled Operator and mechanical or electrical trades persons who shall be paid at Mechanical Trades Operator;
 - (ii) No person engaged by a private employment agent is to work at the Ermington site for a continuous period exceeding 25 weeks. Re-engagement shall not take place inside 14 days from the end of the previous engagement;
 - (iii) Persons engaged by a private employment agent shall carry out only those tasks that they have the skills and knowledge to undertake. In the event that the permanent workforce is attending a meeting, supplementary labour will leave GMP areas;
 - (iv) Persons engaged by a private employment agent will achieve core GMP training before carrying out any work at the Ermington site;
 - (v) Persons engaged by a private employment agent will satisfy the communication requirements of the code of GMP at clause 30;
 - (vi) Supplementary agency labour shall not exceed 25% of the permanent workforce at any time.



- (vii) A person engaged in a supplementary labour capacity who wishes to be considered for a permanent position that may become available on site must make an application for permanent employment. Any application will be considered on merit, alongside other applications from prospective internal/external applicants for that job.
- (viii) In the event that supplementary labour is required to complete production documentation then that person's signature must be recorded in the signature register provided for the purposes of traceability.

Late Arrivers

- (e) The Company may deduct payment for the actual time lost by employees starting late or finishing early. Late arrivers will not be paid beyond normal finishing time unless approved by the team leader/manager.

Termination of Employment

- (f) (i) Except in the case of probationary employees and employees whose employment is terminated due to redundancy, the Company may terminate the employment of an employee by giving the following period of notice, or payment in lieu, or part payment in lieu thereof, of such ordinary time earnings as the employee would have received during that period.

Employees Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice shall be increased by 1 week if the employee is over 45 years of age and has completed at least 2 years continuous service with the Company.

- (ii) Employment may be terminated by an employee by giving the appropriate period of notice stipulated in sub-paragraph (i) above, provided that no additional notice is required based on the age of the employee concerned. If an employee fails to provide the required period of notice, the Company shall have the right to withhold monies due to the employee up to an amount equal to the ordinary time rate of pay for the period of notice. The employee's obligation to provide notice of termination may, however, be waived by mutual agreement.
- (iii) Termination of employment by the Company shall not be harsh, unreasonable or unjust.
- (iv) Notwithstanding sub-paragraph (i) above, the Company may summarily dismiss an employee for serious misconduct. Notice of termination is also not required in the case of employees engaged for a specific period of time or for a specific task or tasks.

Statement of Employment

- (v) The Company will upon receipt of a request from an employee, whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and job role and level at termination.

Standing down of employees

- (vi) In the event of a stoppage of work through any cause outside the Company's control, the contract of employment may be suspended, in which case the Company's liability for payment shall be suspended for the duration of the stoppage of work; provided that two working days' notice shall be given to the employees prior to such suspension. Any proposed stand down will be the subject of Commission application.

Abandonment of Employment

- (vii) The absence of an employee from work for a continuous period and exceeding 3 working days without the consent of the employer and without notification to management shall be prima facie evidence that the employee has abandoned his or her employment. Termination of employment by abandonment in accordance with this sub clause shall operate from the date of the last attendance at work in accordance with the considerations at clause 8f(iii).

Major Change

- (viii) In the event of any major operational change in work organisation intended to be introduced by the Company, the Company will notify all parties hereto and attempt to reach a suitably agreeable outcome. In the event of a dispute, the status quo will remain until an agreement is reached or the dispute is otherwise resolved pursuant to clause 9.

9. DISPUTES PROCEDURE

Any question, dispute or difficulty arising out of the operation of this Agreement shall be dealt with in the following manner:

- (a) The employee involved shall refer the matter to his or her immediate Team Leader/manager for resolution. The Team Leader/manager will, in normal circumstances, provide an answer within 24 hours;
- (b) If the matter is not then resolved the employee may confer with his or her Union representative within working hours and together the matter will be discussed with representatives of the Company within 48 hours of such referral to management;
- (c) If the matter is not settled it should then be referred to the appropriate Union organiser who will then confer with the Site Operations Director at the earliest mutually agreed time;

- (d) If the matter is not settled it should then be referred to the appropriate Union Secretary who will then confer with the Site Operations Director at the earliest mutually agreed time;
- (e) If the matter is still not settled it may be submitted to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration;
- (f) Until the matter is determined, work shall continue normally;
- (g) Each stage of this procedure will be undertaken with all possible expedition. At each stage the parties may agree that one or more stages are redundant in a particular problem;
- (h) The parties hereto will comply with any order given by the Industrial Relations Commission of New South Wales in relation to any ban, limitation or restriction upon the performance of work;
- (i) In the event of a dispute, the status quo will remain until an agreement is reached or the dispute is otherwise resolved.

10. MONETARY ENTITLEMENTS

Rates of Pay

- (a) During the life of this Agreement, the weekly rates of pay shall be the following:

PRODUCTION OPERATOR RATES OF PAY

CLASSIFICATION	Current Rate (As at 14th June 2001)	1st (4%) Increase (Effective 15th June 2001)	2nd (4%) Increase (Effective 15th June 2002)
ENTRY	\$546.85	\$568.75	\$591.50
OPERATOR	\$585.50	\$608.95	\$633.30
SKILLED OPERATOR	\$608.95	\$633.30	\$658.65
MULTI SKILLED OPERATOR	\$649.60	\$675.60	\$702.60
ADVANCED OPERATOR	\$716.55	\$745.20	\$775.00



TRADES RATES OF PAY

CLASSIFICATION	Current Rate (As at 14 th June 2001)	1 st Increase (Effective 15 th June 2001)	2 nd increase (Effective 15 th June 2002)
MT OPERATOR (Entry Level)	\$716.55	\$745.20	\$775.00
SKILLED MT OPERATOR SKILLED E OPERATOR	\$716.55	\$782.20	\$813.50
MULTI SKILLED MT OPERATOR MULTI SKILLED E OPERATOR	\$756.25	\$823.50	\$856.45
ADVANCED MT OPERATOR ADVANCED E OPERATOR	\$793.40	\$862.15	\$896.65
ENGINEERING ASSOCIATE	N/A	\$900.75	\$936.80

Notation: With the exception of MT Operator (Entry level), trades rates as at 14 June 2001 will be increased by 4% and then by \$37.00 per week. This \$37.00 per week adjustment shall occur only for the increases effective 15 June 2001. The MT Operator (Entry level) shall be increased by 4% only effective 15 June 2001. In relation to the increases from 15 June 2002, the increases to all trades rates shall be 4% only.

Allowances

- (b) During the life of this Agreement, the allowances shall be the following:

Meal Allowance \$8.00 (to be paid when an Employee works in excess of 1.5hrs after completion of any normal shift)

First Aid Allowance (per fortnight) \$18.60

Pay Method

- (c) All earnings will be paid on a fortnightly basis by electronic funds transfer.

Pay Details

- (d) On or prior to pay day, the Company will advise each employee with a sealed payslip showing the total amount of wages, leave entitlements and superannuation to which the employee is entitled, the amount of overtime included, details of any deductions made and the net amount being paid to each employee.

Deductions

- (e) The Company will deduct from wages due to an employee any of the following fees which may be authorised in writing by the employee concerned:

- (i) Health Fund (National Mutual, MBF and Medibank)



- (ii) Recognised Charities - (Salvation Army, Smith Family, World Vision) * these deductions will only take place if 25+ employees make nominations and the deductions would be after tax.
- (iii) Union fees
- (iv) Social Club
- (v) Financial Institutions (to a maximum of three)
- (vi) Superannuation
- (vii) HECS (Higher Education Contribution Scheme)
- (viii) Extra tax (e.g. last year's tax bill, capital gains tax).



11. ROLE BASED CLASSIFICATION SYSTEM

Introduction

- (a) Substantial technological and product changes have occurred in the manufacturing operations of GSK since the introduction of the Skill Centre points-based classification structure in 1994. As a consequence, both management and employees considered it timely to review the existing structure, as is included in the Enterprise Agreement of 1998-2001. A new system of classification has therefore been developed to more adequately meet the requirements of employees, management and the business.

The new system of classification comprises two separate structures – a Production Operators Structure and a Trades Structure. The objective of developing a separate Trades Structure is to provide for better recognition of the highly specialised contribution made to GSK by Mechanical and Electrical Tradespersons, and to more clearly define their different work requirements.

The established method of organising work into Skill Centres has been retained in the new structures, as has the method of specifying the Skill Centre competencies required as A-stage and B-stage (Production operators and Trades) and C-stage (Trades only). Employee classification however will be based on clearly identified roles (skill sets designed to achieve specific outcomes) rather than the existing accumulation of points. This move to roles provides for improved equity between employees, increased flexibility to accommodate changing business needs, and is consistent with current practice in most other manufacturing environments. Within both structures, each role is more complex than the previous role and builds on the competencies already developed.

Production Operators and Trades Structures

- (b) Roles in each of the Production Operators and Trades Structures are shown below with the respective pay rate for each role. (NB: Mechanical Trades = MT, Electrical = E)

Organisation of Work

- (c) Within the manufacturing environment, work is organised into the Solids, Liquids, Toothpaste, Warehouse and Trade Services Departments. Each of these areas is made up a number of specialised Skill Centres. Each Skill Centre requires significantly different skills to that required in other Skill Centres and includes one or more of the operational requirements to manufacture, pack, receive and distribute product, as well as to service and maintain the site.

Roles

- (d) Roles within the new Production Operators and Trades structures are based on:
- a combination of skills required to complete current operational functions in one or more Skill Centres, or
 - a unique set of specialist skills required to service operational functions in one or more Skill Centres, eg. Cleaner, Gardener, Co-ordinator, QA Sampling.

Considerable effort has been made to ensure that the overall responsibility and complexity of work is comparable between Departments for each type of role, and clearly different from those roles that fall above and below in the Classification Structures. Methods used to achieve this included the Job Review Instrument, previously established Skill Centre values and input from employees, Team Leaders and management.

Role Requirements

- (e) Within their respective role, each employee will be expected to achieve minimum requirements consistent with the general responsibilities and complexity of work required. These include Core requirements and Skill Centre competencies.

Core Requirements

- (f) Core requirements are those which are common to a particular type of role (ie. Skilled Operator) across all departments. They may include requirements such as experience, qualifications, licences or any specialised training needed. They may also relate to the required training of others and the scope of work to be carried out.

Skill Centre Competencies

- (g) Skill Centre competencies are specific sets of skills that are required to complete the work within the Skill Centre. These competencies increase in complexity from the basic Operator roles through to the more complex Skilled, Multi-Skilled and Advanced roles. They are typically described in terms of the well established A, B and C stages of competency. Production Operators roles are defined using A and B stages of competency, whilst Trade Services roles are defined in terms of A, B and C stages of competency. Skill Centre competencies will be updated and/or written as required and made available for employees in each Department.

In addition to the specific skills required for each Skill centre, each of the A, B and C stages of competency include generic skills such as Safety, GMP, Documentation and Operational which are essential for all Skill Centres. Examples of generic skills are provided below for each stage of competency.

A-Stage Competency

- (i) Competency at this level involves the application of knowledge and skills to basic, routine operations. Procedures and methods are generally clearly established, but may require some discretion or judgement about possible actions. Typically there will be routine guidance with intermittent checking of work.

Generic Skills (Indicative Skills)

- **SAFETY**

First Aid, MSDS (ref. To particular items), Protective Clothing and Equipment, Machine Isolation, Safety showers/basins, Lifting procedures, Machine Interlocks and Location, Emergency Procedures, Warning Signs, Hazard Reporting.

- **G.M.P.**

Grooming Policy, Housekeeping, SOP, personal Hygiene, Status Labelling, Equipment Calibration, Product Quality/Integrity (waste disposal), Condition of Material, Area/Product Security, G.M.P Signs (Spillages).

- **DOCUMENTATION**

Shop Packet Worksheets/Manufacturing Directions, Timesheets, Correction of Documents, Cleaning Cards, In Process Check sheets, Stock Movement (fill out forms), Daily Log Book, Resource Log, Daily Process Measure, Right First Time Indices, Deviation Observation.

B-Stage Competency

- (ii) B-stage competency within a Skill Centre involves the application of a depth of knowledge and a broad range of skills. These may be applied in a variety of contexts which may be complex in nature. Routine methods and procedures may require some discretion and judgement in terms of selection of equipment, work organisation, services, actions and achievement of outcomes. Guidance is limited with checking relating to overall progress.

Generic Skills

- **SAFETY**

Complete Safety Hazard Audit

- **G.M.P.**

Complete G.M.P. Audit

- **DOCUMENTATION**

Deviation-recovery, Finding End of/Start of Batch, Paper Issue Check (Batch Directions/ MD/ OM/ Pharmacode), Yield Determinations, Stock Movement

Transactions, Quarantine Procedures, Reconciliations, Understand and Write SOP

- OPERATIONAL

Non-Inventory Replenishment, Batch/Product/Size Change, Label Printing, Follow Full Validation Protocols, Understand Skill Centre Process Flow, Batch Change/Product Change Cleaning.

C-Stage Competency (Trades Only)

- (iii) Competency at this level involves the self-directed application of knowledge with substantial depth in some areas, and the application of a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts. Competencies are used independently in routine and non-routine situations, typically with only broad guidance.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others. Responsibility for the supervision, planning and management of the work of others may be required.

Generic Skills

- SAFETY

Follow Up Safety Audit/Implement Audit Actions

- G.M.P.

Follow Up Safety Audit/Implement Audit Actions

- DOCUMENTATION

Deviation Preventative Action, Input into Validation Protocols Design, Input into Manufacturing Directions Design

- OPERATIONAL

Problem Solving/Process Improvement (breakdown, process improvement, trouble shooting), Understand Flow of Processes within Department, Understand Impact of Skill Centre on Process, Quality and Output, Assist in Planned Maintenance



Training

- (h) An employee develops the competencies required to perform their work through training. Competency is made up of the following three factors:

- Skills: Training involves instruction, usually practical in nature, of a new skill or set of skills.
- Knowledge: Training involves providing the employee with an understanding of the relevant concepts, theories, activities or systems.
- Behaviour: Training is aimed at teaching the employee the behaviours required to perform specific skills.

To be considered competent at A, B or C-stage in any Skill Centre, an employee must be assessed and have achieved competence in all three of the above factors.

Delivery of Training

- (i) The following guidelines have been developed for the delivery of training.
- Where an employee wants to be trained in a new skill they are required to complete an Application for Training Form. The outcome of this application will be determined by their Team Leader and communicated to the employee within 5 working days. A copy of the application is provided to the employee and the original will be retained in the employee's EDP file.
 - When a training need has been identified through the Employee Development Plan (EDP), the Team Leader will determine the type and methods of training required, and establish appropriate timeframes for the training and assessment to be completed. The EDP is conducted annually in the first quarter following the completion of the Performance Review.
 - Training will be delivered by competent operators, qualified trainers, Human Resources, or external trainers where required.
 - The manager and Team Leader of each department will determine and prioritise training needs in accordance with the business needs of the department.
 - Where a training need is identified, but suitable training does not yet exist, it will be developed by the Team Leader, in conjunction with Training and Development Officers and external resources if needed.

Competency Assessment

- (i) Competency assessment is the activity of judging someone's actions/performance against set criteria. Only a Training and Development Officer can sign off on an employee's competency assessment. This is accomplished by using an established competent operator, with the Training and Development Officer managing the assessment process.

Assessment Request

- (i) Once an employee has received adequate training to achieve the required stage of competence, and there is agreement between trainer and trainee, an assessment request can be lodged with the Team Leader. The assessment will then be scheduled in accordance with the availability of the workcentre, the employee, the trainer and the Training and Development Officer. This should take place within 4 working weeks where practicable.

Should the successful assessment result in the reclassification of the employee into a higher level role, the pay increase will be backdated to the date of the assessment request. Should the assessment be unsuccessful, then reassessment can occur after a period of not less than one week, and the new assessment request date will be the date of the reassessment.

Assessment Audit

- (ii) To maintain a high standard of assessment, assessments and assessors (Training & Development Officer) will be subject to random assessment audits. This will help to ensure that assessors keep their skills current.

Transfer To the New Classification Structure

- (i) All employees will move to the new structure without loss of pay for the life of the current Agreement. To assist in a smooth transition from the existing classification structure to the new Production Operators and Trades Structures, guidelines have been developed for the following situations.

- **Where an employee moves into a comparable role**

Where an employee moves from a level on the existing structure to a comparable role on the new structure, the new pay rate will comprise the negotiated EBA increases on the current pay rate.

- **Where an employee is paid at a level higher than the level at which they are currently working**

In the anomalous situation of an employee being paid at a level which is higher than the level at which the employee is currently working, both the classification and the pay rate need to be addressed. Firstly, the employee will be re-classified into the appropriate role on the new structure. This will correct the classification anomaly.

Where the role on the new structure attracts a lower pay rate, the employee will retain the existing higher rate. The negotiated EBA increases will be paid on the higher rate of pay. To correct this second anomaly of pay, the employee will be required to develop role competencies consistent with the new pay rate. It is expected that this competency development will occur during the period covered by this agreement and that there will be a mutual commitment by management and the employee to undertake training. To facilitate employees in this situation, every effort will be made by the company to provide appropriate training based on current business needs. Should an employee refuse to undertake the required training during the life of the Agreement, the pay rate will be adjusted to correspond with the role in which the employee is currently classified.

- **Where an employee is paid at a level lower than the level at which they are currently working**

In the anomalous situation of an employee being classified and paid at a level which is lower than the level at which the employee is currently working, the employee will be re-classified into the appropriate higher level role on the new structure and receive the corresponding pay rate. This will correct both the classification and pay rate anomalies.

Individual Interviews

Each employee will individually participate in a discussion with their Team Leader or Manager, a Training and Development Officer and an objective third party to ensure standardisation of the transfer process. The primary purpose of this discussion is for all parties to agree on the correct classification for the employee on the new structure. In some cases this will necessarily be the role which is the 'closest fit' as each employee currently has a unique points-based combination of Skill Centre competencies. For example, where the employee has most of the required competencies but may have an A-stage instead of required B-stage skill, a relevant substitute skill may be considered by the Team Leader to be a viable alternative. The purpose in providing this flexibility is to assist in the transfer to the new Structures.

Interview process

Steps in the individual interview process are as follows:

Step 1: Accurately identify and record current skills assessed and signed off as competent

Step 2: Record any outstanding assessments required, subject to business needs

Step 3: Determine the role which provides the 'closest fit' on the new Structure

Step 4: Identify any current skill shortfalls and future employee/business training needs within the new role

Step 5: Develop and agree on a training plan, including a timeframe for training and assessment

Progression to More Complex Roles

General Requirements

- (k) Progression to higher level roles within the structure will generally depend upon the business needs of the department as determined by the departmental manager. Where there is an opportunity for progression, all of the competencies required for the higher role should be current. To maintain currency, an employee will need to have used the skill during the previous six months. To regain currency of a competency, the employee will require retraining and reassessment in the relevant Skill Centre.

Where there is a skill shortfall as a consequence of the transfer to the new structure, an employee will be required to complete their role competencies prior to undertaking training for a higher level role. This is important because skills at higher levels are based on the skills learned at previous levels.

An employee who has fulfilled the competency requirements to progress to a higher role must complete the Personal Values Indicator (PVI) process. The employee must select a minimum of 6 employees who will assess the respective employee using the PVI instrument. The 6 selected employees must comprise of the employee's Team Leader, customers from other shifts and team peers. An employee can select an employee

working in another department to perform a PVI assessment on them only if that employee has a required business interaction with them on a daily basis. An example could be, A packaging floor operator selects a staging operator, or a manufacturing operator selects a QC coordinator, both these examples show daily interaction and therefore could perform the PVI assessment with sound knowledge of the employees work habits.

CUSTOMERS				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
C1	UNDERSTANDS CUSTOMER'S NEEDS <ul style="list-style-type: none"> ▪ Knows who internal and external customers are ▪ Understands needs of customer ▪ Gets feedback on service provided ▪ Shows concern for service delivery ▪ Communicates well with customers 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	MEETS CUSTOMERS NEEDS <ul style="list-style-type: none"> ▪ Tries to complete work right first time ▪ Delivers quality work on time ▪ Shows concern for service delivery ▪ Anticipates future customer needs ▪ Looks for better ways to meet needs of customers - seeks customer input 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEOPLE				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
P1	PARTICIPATES IN TEAM ACTIVITIES <ul style="list-style-type: none"> ▪ Pulls own weight in team ▪ Contributes in team meetings ▪ Accepts team goals as own ▪ Lets others know what is happening ▪ Acknowledges efforts of others 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P2	SHOWS RESPECT FOR OTHERS <ul style="list-style-type: none"> ▪ Listens carefully to others ▪ Talks in a positive way to others ▪ Is sympathetic to difficulties of others ▪ Respects individual differences ▪ Is open and honest with others 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P3	HELPS AND SUPPORTS OTHERS <ul style="list-style-type: none"> ▪ Happy to train others in new skills ▪ Helps prepare for the next person ▪ Is approachable ▪ Is friendly & co-operative 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INNOVATION				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviour	Consistently displays this behaviour
I1	IMPROVING METHODS & PROCESSES			
	▪ Questions the way things are done	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Contributes new ideas and methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is open to suggested improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is positive towards change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is willing to experiment with new ways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Tracks and monitors improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I2	IMPROVING SKILLS			
	▪ Keen to develop own skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks opportunities to be flexible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Keen to develop other's skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Strives to improve own work targets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks feedback on own performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRITY				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviour	Consistently displays this behaviour
IN1	RESPONDS TO NEEDS OF BUSINESS			
	▪ Fast to react to urgent work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Prioritises work according to needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Thinks ahead and organises what is needed to keep process going	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Asks for help when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is positive about company initiatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IN2	ACTS WITH RESPONSIBILITY			
	▪ Understands own responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Takes initiatives, self-starting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Accepts consequences of actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is consistently committed to performing to best of ability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Follows things through to completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is accountable for own work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROBLEM SOLVING				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
PS1	IDENTIFIES AND SOLVES PROBLEMS			
	▪ Checks details leading up to problem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is alert to recurring problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Looks for symptoms of problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Thinks problem through before acting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks assistance if necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Considers range of options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Passes on experience to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PS2	WORKS SAFELY			
	▪ Works in compliance with GMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Knows and applies safety procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Wears PPE when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Lets others know when they are doing something unsafe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Brings safety issues to attention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEADERSHIP				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
L1	DEVELOP OTHERS			
	▪ Encourages others to express ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Helps people to develop ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shows appreciation of other's efforts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Provides a source for consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Handles conflict in a sensitive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Provides constructive feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L2	ORGANISES RESOURCES			
	▪ Ensures smooth shift changeovers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Communicates often with customers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Priorities to meet business needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Plans ahead to reduce errors, delays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Takes initiatives to work "smarter"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shares responsibility to meet targets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Production Operators Structure

Operations employees who are currently in an Entry or Operator role will be encouraged to achieve the competencies required to move through to Skilled Operator. Progression to the more complex Multi-Skilled Operator and Advanced Operator roles will be based on business needs within each of the Solids, Liquids, Toothpaste and Warehouse departments, as determined by the Department manager.

Trades Structure

Employees in Mechanical and Electrical Trades roles will be encouraged to achieve the competencies required to move through to Multi-Skilled Trades roles. Progression to the more complex Advanced Trades roles will be based on business needs within each of the Solids, Liquids, Toothpaste and Warehouse departments. The role of Engineering Associate is a new position and applications will be sought as positions arise.

New Employees

- (l) Positions that become available within the new Production Operators and Trades structures will be advertised internally and externally. Any employment offer will take into consideration such factors as relevant background, experience, current competencies and the labour market. All new employees will have met the basic literacy, numeracy and behavioural profile criteria as required in the recruitment process.

Generally a new employee will commence employment in an Entry role on the Production Operators structure and as a Mechanical Trades Operator or a Skilled Electrical Tradesperson on the Trades structure.

Where the employee is applying for a more complex role, and has a comparable skill base to that required, management will need to determine the appropriate entry point. This will generally be a role below the position in question whilst the employee adapts their existing skills to the GSK work environment.

Classification Committee

- (m) A Classification Committee will remain in place and will comprise a union representative together with employee representatives from each of the Solids, Liquids, Toothpaste, Warehouse and Trade Services departments, with representation from management.

The Classification Committee will meet quarterly or when required and provide a valuable resource for a range of classification issues, including:

- Periodic reviews of roles to monitor impact of any changes/substitution of skills
- Reviews of new roles where required to ensure correct classification
- Hearing and review of classification-related employee appeals

The minutes of these meetings will be posted on all notice boards.



Appeals

- (n) Should an employee consider that they have been treated unfairly in the determination of their role on the new structure, or in assessment or training matters, recourse for further discussion and resolution will be available through the Appeals Procedure. Before using the formal Appeals Procedure however, the employee should try to resolve the concerns through discussions with their Team Leader. It is agreed that an appeal will take place in respect to the warehouse operations. It is agreed that the person responsible for the review will be by mutual agreement of the parties.

Appeals Procedure

Step 1: Fill in the Appeals Report Form available from Human Resources. Team Leaders or Human Resources can provide assistance in completing this form if needed.

Step 2: The Form should then be lodged with a Classification Committee member who will distribute the Form to other Committee members for review. An appeal will be heard within one month of the initial appeal being lodged.

Step 3: The Committee will meet and review the Appeals Report Form. The employee lodging the Appeal may be asked to attend the hearing if required. An appropriate course of action will be decided by the Committee and communicated back to the employee. All appeals hearings will be fully documented.

Step 4: Should the employee feel dissatisfied with the result, further concerns may be handled through the agreed disputes procedure contained in this site agreement.

Maintenance of the Classification System

- (o) The effectiveness of the new classification structures will depend, to a large extent, on how well they are maintained. Human Resources, Team Leaders and the Classification Committee will work together to ensure that employees receive fair and equitable classification, training and assessment.

Maintenance of the Production Operators and Trades structures will involve:

- ensuring that training and assessment procedures are adhered to and are consistent across each department
- ensuring that any new roles, or changes to existing roles, clearly meet the criteria established for each type of role, eg. Skilled Operator
- ensuring that employees are correctly classified according to their current competencies and subject to current business needs



Production Operators Structure

(p) Preliminary Department Notes

Within each department there are some considerations that are specific to that department.

Solids:

- Solids manufacturing comprises three areas of specialised skill – Granulating, Pressing/Coating and the Low Humidity Suite (Granulation, Pressing and Packaging). Employees are encouraged to continue to develop a strong skill base in one of these areas before undertaking any multi-skilling required.

- Multi-skilling at higher levels in Solids will generally occur within the three manufacturing areas and between manufacturing and packaging.

- IMAs are referred to as C90 (first IMA), C62 (second IMA), C60 (third IMA), Winpack (fourth IMA) and Nicabale (fifth IMA)

Liquids:

- B-stage Liquids Manufacturing includes A-stage Dispensary.

- Once an employee is assessed as competent at B stage L1 and L2, they must be able to complete all required documentation within the liquids area relating to all lines including Handpacking.

- Employees in a manufacturing role are expected to develop competency in both Liquids and Creams/Ointments manufacture

- Multi-skilling within Liquids will occur between Liquids and Toothpaste manufacturing areas and between Liquids and Toothpaste packaging areas.

Toothpaste:

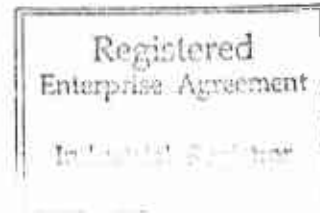
- B-stage Toothpaste Manufacturing includes A-stage Dispensary and some Staging activities. A Fork Lift Licence is required.

- Multi-skilling within Toothpaste will occur between Toothpaste and Liquids manufacturing areas and between Toothpaste and Liquids packaging areas.

Warehouse:

- All Warehouse employees are required to have a ForkLift Licence before being classified in an Operator role.

- A-stage Distribution includes Commercial competencies, however B-stage Distribution includes both Commercial and Export competencies.



Entry Roles

Core Requirements

- meet GSK selection criteria
- undertake training to achieve the required minimum competency in Manufacturing or Packaging roles within the Solids or Liquids departments.

Skill Centre Competencies

Typical Entry roles are provided for each of the Solids, Liquids, Toothpaste and Warehouse departments. Employees are expected to achieve the minimum A-stage competencies specified for their role.

SOLIDS - Manufacturing

- A-stage Module or
- A-stage Dispensary + A-stage LHS Granulation or
- A-stage LHS Press + A-stage LHS Pack + A-stage Nicabate or
- A-stage Film Coating + A-stage Killians + A-stage Transfer

SOLIDS - Packaging

- A-stage in any one of C90, C62, C60, Winpack or Nicabate

LIQUIDS – Manufacturing

Not applicable

LIQUIDS - Packaging

- A-stage in one of Line 1, Line 2 + A-stage in one of Moulding, Kernwall, Alloyd

TOOTHPASTE

Not applicable

WAREHOUSE

Not applicable

Operator Roles

Core Requirements

An employee classified in an OPERATOR role is required to:

- have successfully completed assessment for required Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Operator roles are provided for each of the Solids, Liquids, Toothpaste and Warehouse departments. Employees are expected to achieve the minimum A-stage and B-stage competencies specified for their role.



SOLIDS – Manufacturing:

- A-stage Granulation or
- A-stage Module + A-stage LHS Granulation + A-stage Dispensary or
- A-stage LHS Pressing + B-stage in one of LHS Packaging , LHS Granulation or Nicabate or
- A-stage Film Coating + A-stage Killians + B-stage Beta + A-stage Transfer

SOLIDS – Packaging:

- A-stage C60 + A-stage C62 + A-stage C90

LIQUIDS - Manufacturing:

- A-stage Liquids Manufacturing + A-stage Creams/Ointments Manufacturing

LIQUIDS - Packaging:

- A-stage Line 1 + A-stage Line 2 + B-stage in one of Moulding, Kemwall or Alloyd

TOOTHPASTE – Manufacturing:

- A-stage Toothpaste Manufacturing

TOOTHPASTE – Packaging:

- A-stage Line 1

WAREHOUSE

- A-stage in any one of Receiving, Staging, Distribution or Dispensary

Skilled Operator Roles

Core Requirements

An employee classified in an SKILLED OPERATOR role is required to:

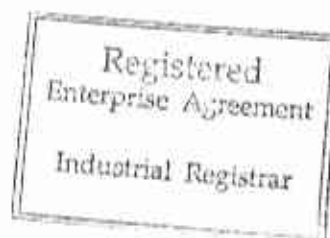
- have successfully completed assessment for required Skilled Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Skilled Operator roles are provided for each of the Solids, Liquids, Toothpaste and Warehouse departments. Employees are expected to achieve the minimum A-stage and B-stage competencies specified for their role.

SOLIDS - Manufacturing:

- A-stage Granulation + A-stage Module + A-stage Dispensary + A-stage LHS Granulation or
- B-stage LHS Pressing + B-stage LHS Packing + B-stage Nicabate or
- B-stage Film Coating + B-stage Beta + A-stage Killians + A-stage Transfer or
- B-stage Killians + B-stage Beta + A-stage Film Coating + A-stage Transfer

**SOLIDS - Packaging:**

- B-stage one of C90, C62 or C60 + A-stage any two of C90, C62, C60, Winpack, Nicabate

LIQUIDS - Manufacturing:

- B-stage Liquids Manufacturing + A-stage Creams/Ointments Manufacturing + A-stage Water Treatment

LIQUIDS - Packaging:

- B-stage Line 1 + A-stage Line 2 + B-stage any two of Moulding, Kemwall, Alloyd **or**
- A-stage Line 1 + A-stage Line 2 + B-stage three of Moulding, Kemwall, Alloyd

TOOTHPASTE - Manufacturing:

- B-stage Toothpaste Manufacturing

TOOTHPASTE - Packaging:

- A-stage Line 1 + A-stage Line 2 + A-stage Line 3

WAREHOUSE

- B-stage in one of Receiving, Staging, Distribution or Dispensary

Multi-Skilled Operator Roles**Core Requirements**

An employee classified in a MULTI-SKILLED OPERATOR role is required to:

- have successfully completed assessment for required Multi-Skilled Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

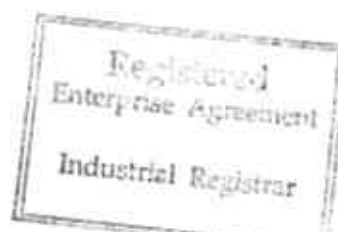
Typical Multi-Skilled Operator roles are provided for each of the Solids, Liquids, Toothpaste and Warehouse departments. Employees are expected to achieve the minimum A-stage and B-stage competencies specified for their role.

SOLIDS - Manufacturing:

- B-stage Granulation + B-stage Module + A-stage Dispensary + A-stage LHS Granulation **or**
- B-stage Film Coating + B-stage Killians + B-stage Beta + A-stage Transfer **or**
- B-stage LHS Pressing + B-stage LHS Packing + B-stage LHS Granulation + B-stage Nicabate + A-stage any two of C90, C62 or C60

SOLIDS - Packaging:

- B-stage any two C90, C62, C60, Winpack or Nicabate + A-stage Co-ordinator **or**
- B-stage any three C90, C62, C60, Winpack or Nicabate + A-stage LHS Packing + A-stage LHS Pressing **or**
- B-stage any four of C90, C62, C60, Winpack or Nicabate



LIQUIDS – Manufacturing:

- B-stage Liquids Manufacturing + B-stage Creams/Ointments Manufacturing + A-stage Water Treatment + A-stage Toothpaste manufacturing

LIQUIDS - Packaging:

- B-stage Line 1 + B-stage Line 2 + B-stage any two of Moulding, Kemwall, Alloyd or
- B-stage Line 1 + A-stage Line 2 + B-stage three of Moulding, Kemwall, Alloyd + A-stage Toothpaste Line 1 + A-stage Toothpaste Line 2

TOOTHPASTE - Manufacturing:

- B-stage Toothpaste Manufacturing + A-stage Water Treatment + Materials Handling

TOOTHPASTE – Packaging:

- B-stage Line 1 + B-stage Line 2 + A-stage Line 3

WAREHOUSE:

- B-stage any two of Receiving, Staging, Distribution or Dispensary or
- B-stage any one of Receiving, Staging, Distribution or Dispensary + A-stage any two of Receiving, Staging, Distribution or Dispensary

Advanced Operator Roles

Core Requirements

An employee classified in an ADVANCED OPERATOR role is required to:

- have successfully completed assessment for required Advanced Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Advanced Operator roles are provided for each of the Solids, Liquids, Toothpaste and Warehouse departments. Employees are expected to achieve the minimum A-stage and B-stage competencies specified for their role.

SOLIDS - Manufacturing:

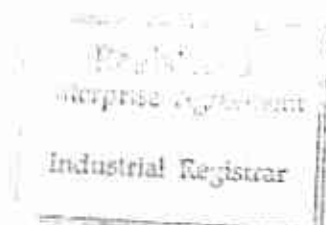
- B-stage Granulation + B-stage Module + B-stage Dispensary + A-stage LHS Granulation or
- B-Stage Granulation + B-stage any two of LHS + A-stage Dispensary or
- B-stage Film Coating + B-stage Killians + B-stage Beta + B-stage any two of LHS or
- B-stage LHS (Pressing, Packing and Granulation) + B-stage any two of C90, C62, C60

SOLIDS - Packaging:

- B-stage C90, C62, C60 + B-stage Co-ordinator + A-stage Winpack/Nicabate

LIQUIDS - Manufacturing:

- B-stage Liquids Manufacturing + B-stage Creams/Ointments Manufacturing + B-stage Water Treatment + A-stage Toothpaste Manufacturing, or



- B-stage Liquids Manufacturing + B-stage Creams/Ointments Manufacturing + A-stage Water Treatment + B-stage Toothpaste Manufacturing

LIQUIDS - Packaging:

- B-stage Line 1 + B-stage Line 2 + B-stage Moulding + B-stage Kernwall + B-stage Alloyd + A-stage Toothpaste Line 1+ A-stage Toothpaste Line 2 or
- B-stage Line 1 + A-stage Line 2 + B-stage three of Moulding, Kernwall, Alloyd + B-stage Toothpaste Line 1 + B-stage Toothpaste Line 2

TOOTHPASTE - Manufacturing:

- B-stage Toothpaste Manufacturing + B-stage Water Treatment + A-stage Liquids Manufacturing + A-stage Creams/Ointments Manufacturing

TOOTHPASTE - Packaging:

- B-stage Line 1 + B-stage Line 2 + B-stage Line 3 + A-stage Liquids Line 1 + A-stage Liquids Line 2 + A-stage Moulding + A-stage Kernwall + A-stage Alloyd

WAREHOUSE

- B-stage any three of Receiving, Staging, Distribution or Dispensary

TRADES STRUCTURE

Mechanical Trades Operator Role

Core Requirements

An employee classified in an Mechanical Trades Operator role is required to:

- have appropriate Trade qualifications for the role plus a minimum of two years experience in a relevant work environment
- successfully meet GSK selection criteria
- undertake training to achieve required Skilled Mechanical Trades Operator role competencies

Skilled Mechanical Trades Operator Role

Core Requirements

An employee classified in an SKILLED MECHANICAL TRADES OPERATOR role is required to:

- have successfully completed assessment for required Skilled Mechanical Trades Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Skilled Mechanical Trades Operator roles are provided for each of the Solids, Liquids and Toothpaste departments. Employees are expected to achieve the minimum competencies specified for their role.

Registered
Enterprise Agreement
Industrial Registrar

SOLIDS:

- A-stage maintenance + A-stage Granulation or
- A-stage maintenance + A-stage Module or
- A-stage Maintenance + A-stage LHS (Pressing, Packing, Granulation) or
- A-stage Maintenance + A-stage IMAs (x4)

LIQUIDS:

- A-stage Maintenance + A-stage L1 + A-stage L2 + A-stage Water Treatment + two of A-stage Kernwall, A-stage Alloyd, A-stage Moulding

TOOTHPASTE:

- A-stage Maintenance + A-stage Line 1 + A-stage Line 2

Skilled Electrical Tradesperson Role

- Operations/Site Maintenance to specified competency

Multi-Skilled Mechanical Trades Operator Role**Core Requirements**

An employee classified in a MULTI-SKILLED MECHANICAL TRADES OPERATOR role is required to:

- have successfully completed assessment for required Multi-Skilled Mechanical Trades Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Multi-skilled Mechanical Trades Operator roles are provided for each of the Solids, Liquids and Toothpaste departments. Employees are expected to achieve the minimum competencies specified for their role.

SOLIDS:

- B-stage Maintenance + B-stage Granulation + A-stage Module or
- B-stage Maintenance + B-stage Module + A-stage Granulation or
- B-stage Maintenance + B-stage LHS (Pressing, Packing, Granulation) or
- B-stage Maintenance + B-stage IMAs (x 2) + A-stage IMA (x 2)

LIQUIDS:

- B-stage Maintenance + B-stage Line 1 + B-stage Line 2 + A-stage Water Treatment + one of B-stage Kernwall, B-stage Alloyd, B-stage Moulding

TOOTHPASTE:

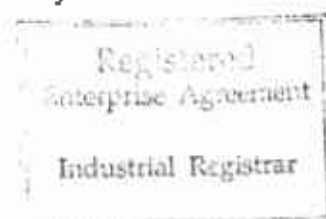
- B-stage Maintenance + B-stage Line 1 + A-stage Line 2 + A-stage Line 3

ENGINEERING MAINTENANCE:

- Workshop/Site Engineering maintenance to specified competency

Multi-Skilled Electrical Tradesperson Role

- Operations/Site Maintenance to specified competency

Advanced Mechanical Trades Operator Role**Core Requirements**

An employee classified in an **ADVANCED MECHANICAL TRADES OPERATOR** role is required to:

- have successfully completed assessment for required Advanced Mechanical Trades Operator role competencies
- train others in tasks for which the employee has been assessed as competent
- complete work as required in any tasks in which the employee is currently assessed as competent

Skill Centre Competencies

Typical Advanced Mechanical Trades Operator roles are provided for each of the Solids, Liquids and Toothpaste departments. Employees are expected to achieve the minimum competencies specified for their role.

SOLIDS:

- C-stage Maintenance + B-stage Granulation + B-stage Module or
- C-stage Maintenance + B-stage LHS (Pressing, Packing, Granulation) + A-stage Granulation or
- C-stage Maintenance + B-stage LHS (Pressing, Packing, Granulation) + A-stage Module or
- C-stage maintenance + B-stage IMAs (x 4) or
- C-stage IMA (x 1) + B-stage Maintenance + B-stage IMAs (x 2) + A-stage IMA (x 1)

LIQUIDS:

- C-stage Maintenance + B-stage Lines (x 4) + A-stage Water Treatment or
- C-stage Line 2 + B-stage Maintenance + B-stage Lines (x 3) + A-stage Water Treatment

TOOTHPASTE:

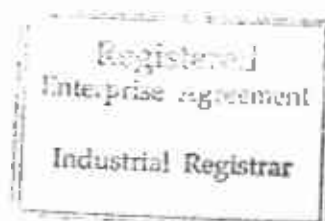
- C-stage Maintenance + B-stage Line 1 + B-stage Line 2 + A-stage Line 1 or
- C-stage Line 1 + B-stage Maintenance + B-stage Line 2 + A-stage Line 3

Advanced Electrical Tradesperson Role

- Operations/Site Maintenance to specified competency

Engineering Associate

This is a new role which will be defined as required and will be filled by appointment only.



Team Principles

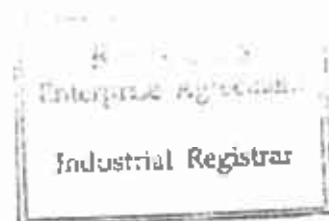
- (q) Employees who work at the Ermington site work in a team based environment. Teams embody a form of work organisation based on principles of accountability. Team members have greater control over their work activities than in traditional systems.
- (r) The teams will become essentially free from traditional supervisory control and as the teams mature, with the assistance of their Team Leaders teams will continue to make decisions about such matters as but not limited to:
 - (i) Planning of work;
 - (ii) Interpretation of the production schedule;
 - (iii) The allocation of tasks to team members;
 - (iv) Internal team leadership which may shift with the situation; and
 - (v) Liaison with support groups.

Multiskilling

- (s) Teams are multi-skilled within the parameters of the Company's Role Based Classification Structure with the overall goal being to reduce the cost of manufacture through team work consistent with the Company's GMS Plan.

Benefits

- (t) The benefits of team working are:
 - (i) Increased efficiency due to multi-skilling
 - (ii) More effective use of group members' knowledge and ideas
 - (iii) Commitment to self-made decisions
 - (iv) Decreased time taken to implement decisions
 - (v) Accommodation of changing attitudes to work
 - (vi) Greater industrial co-operation
- (u) All of these benefits enhance the opportunity for the Company to survive and prosper providing a worthwhile future to its stakeholders and employees.



12. HOURS OF WORK, OVERTIME AND CALL BACK

Ordinary Hours and Roster

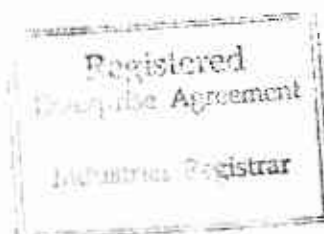
- (a) (i) The ordinary hours of work for employees, other than casuals, shall be 37 hours per week, worked Monday to Friday in accordance with the following roster.

NIGHT	MON	TUES	WED	THUR	FRI	MON	TUES	WED	THUR	FRI	TOTAL
Bundy On		11.00pm	11.00pm	11.00pm	11.00pm	12.00am	11.00pm	11.00pm	11.00pm	11.00pm	
Breaks											
Rest Pauses		10	10	10	10		10	10	10		
Crib Meal		20	20	20	20	20	20	20	20	20	
*Rest Pauses		10	10	10	10	10	10	10	10	10	
*Wash Time		5	5	5	5	5	5	5	5	5	
Bundy Off		7.10am	7.10am	7.10am	7.10am	7.10am	7.10am	7.10am	7.10am	8.25am	
Paid Till		7.25am	7.25am	7.25am	7.25am	7.25am	7.25am	7.25am	7.25am	8.40am	74
DAY	MON	TUES	WED	THUR	FRI	MON	TUES	WED	THUR	FRI	TOTAL
Bundy On	7.00am	7.00am	7.00am	7.00am	7.00am	7.00am	7.00am	7.00am	7.00am		
Breaks											
Rest Pauses	10	10	10	10	10	10	10	10	10		
Crib Meal	20	20	20	20		20	20	20	20		
*Rest Pauses	10	10	10	10	10	10	10	10	10		
*Wash Time	5	5	5	5	5	5	5	5	5		
Bundy Off	3.10pm	3.10pm	3.10pm	3.10pm	1.25pm	3.10pm	3.10pm	3.10pm	3.10pm		
Paid Till	3.25pm	3.25pm	3.25pm	3.25pm	1.40pm	3.25pm	3.25pm	3.25pm	3.25pm		74
AFTERNOON	MON	TUES	WED	THUR	FRI	MON	TUES	WED	THUR	FRI	TOTAL
Bundy On	3.00pm	3.00pm	3.00pm	3.00pm	1.15pm	3.00pm	3.00pm	3.00pm	3.00pm		
Breaks											
Rest Pauses	10	10	10	10	10	10	10	10	10		
Crib Meal	20	20	20	20		20	20	20	20		
*Rest Pauses	10	10	10	10	10	10	10	10	10		
*Wash Time	5	5	5	5	5	5	5	5	5		
Bundy Off	11.10pm	11.10pm	11.10pm	11.10pm	7.40pm	11.10pm	11.10pm	11.10pm	11.10pm		
Paid Till	11.25pm	11.25pm	11.25pm	11.25pm	7.55pm	11.25pm	11.25pm	11.25pm	11.25pm		74

*15 Min from these breaks included after Bundy Off Time

Morning Tea Break.

- (ii) Subject to sub clause (iv) below, employees will be allowed a rest pause of 10 minutes in the first half and second half of the shift at a time to be mutually arranged. It is intended that the morning tea break is used as a short break and not a "meal break". It is understood that a reasonable amount of walking time is required to attend the break and return to work. The company's discipline procedure will not be used against employees who take a reasonable amount of time for this purpose. It is understood that, dependent upon an employee's location within the factory, it will take some employees longer than others to reach the canteen and return to work. However, if an employee abuses this break time excessively (e.g. an extra ten minutes) that employee may be counselled and/or disciplined by the company. The provision of a hot meal at the first break on day shift is discontinued. Tea and coffee making facilities shall be provided at the Canteen during the morning tea break.



Meal Breaks

- (iii) Subject to sub clause (iv) below, employees shall be allowed a paid 20 minute crib break in the middle of each shift or at a time to be mutually agreed.

Special conditions regarding meal breaks and crib breaks on short roster days

- (iv) This sub clause deals with the breaks which apply on those days in which an employee works a short roster.

Day Shift

- A. For employees working day shift, the short roster occurs on the Friday shown in the roster at sub clause (a)(i) above where the daily hours commence at 7am and cease at 1.25pm. On this day, an employee receives a 10 minute rest pause in the first half of the shift. The employee does not receive a 20 minute paid crib break. The employee ceases work at 1.25pm and is paid until 1.40pm. The period between 1.25pm and 1.40pm represents the 10 minute rest pause in the second half of the shift plus 5 minutes wash up time. These are the only breaks which occur during this shift.

Afternoon Shift

- B. For employees working afternoon shift, the short roster occurs on the Friday shown in the roster at sub clause (a)(i) above where the daily hours commence at 1.15pm and cease at 7.40pm. On this day, an employee receives a 10 minute rest pause in the first half of the shift. The employee does not receive a 20 minute paid crib break. The employee ceases work at 7.40pm and is paid until 7.55pm. The period between 7.40pm and 7.55pm represents the 10 minute rest pause in the second half of the shift plus 5 minutes wash up time. These are the only breaks which occur during this shift.

Night Shift

- C. For employees working night shift, there are two short roster days. The first of these days occurs on the Monday shown in the roster in sub clause (a)(i) above where the daily hours commence at 12am and cease at 7.10am. On this roster, an employee receives a 20 minute paid crib break in the middle of the shift or at a time to be mutually agreed. The employee does not receive a 10 minute rest pause in the first half of the shift. The employee ceases work at 7.10am and is paid until 7.25am. The period between 7.10am and 7.25am represents a 10 minute rest pause plus 5 minutes wash up time. These are the only breaks which occur during this shift.
- D. The second short roster for night shift occurs on the Friday shown in the roster in sub clause (a)(i) above where the daily hours commence at 11pm and cease at 6.25am. On this roster an employee receives a 20 minute paid crib break in the middle of the shift or at a time to be mutually agreed. The employee ceases work at 6.25am and is paid until 6.40am. The period between 6.25am and 6.40am represents a 10 minute rest pause plus five minute wash up time. These are the only breaks which occur during this shift.

Registered
Enterprise Agreement
Industrial Registrar

Arrangements

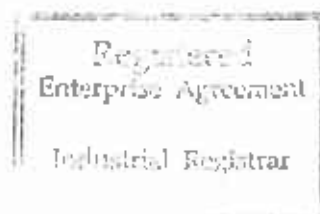
- (b) The ordinary hours of work prescribed shall not exceed 12 hours on any day provided that:
- (i) in any arrangement whereby ordinary hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant or work section or sections concerned; and
 - (ii) by arrangement between the Company, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper management being provided.

Rostered Days Off

- (c) The taking of rostered days off, where such days are banked, shall be by agreement between management and employees in each of the Company's Business Units, provided no more than 5 will be banked, at any one time and must be cleared within a period of 3 months.

Flexibilities

- (d) The intention of the flexibilities contained in this clause is to enhance the needs of the employees and to better utilise hours of work in order to increase the productive performance of the enterprise including seasonal production requirements.



Limit – 16 hours per day

- (e) No employee will be asked to perform any work for a period in excess of 16 hours per day more than once in any pay period.

Shift Work – Definitions and Conditions

- (f) "Day shift" means any shift worked between the hours of 6.00am and 6.00pm.

"Afternoon shift" means any shift finishing after 6.00pm and at or before midnight. Shift allowance is paid at 15%.

"Night shift" means any shift finishing subsequent to midnight and at or before 7.30am. Shift allowance is paid at 30%.

- (i) Shifts will be worked in accordance with the roster set out at 12(a).
- (ii) A shift shall consist of not more than 12 hours inclusive of meal breaks and rest pauses, provided that in any arrangement of ordinary working hours where those hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the Company and the majority of the employees concerned.
- (iii) Except at the regular change over of shifts, an employee shall not be required to work more than one work period or shift in each 24 hours.
- (iv) The commencement and finishing times of shifts set out in the roster at 12(a)(ii) may be varied for a particular shift by agreement between the Company and the majority of the employees concerned to suit production requirements.
- (v) The shift regularly worked by an employee may be altered by the Company giving at least seven days' written notice of shift change to the employee concerned.
- (vi) Shift allowance paid for afternoon and night shift workers on all ordinary hours worked.

Short term shift transfer at company directive

- (g) Where an employee normally employed on a shift attracting shift allowance is required by the Company to change shift for a period of 10 or less working days in order to effect a maintenance shutdown, undertake training or meet any other business directive then that employee will retain their normal shift allowance for not more than ten days so as to preserve their normal income.



Short term shift transfer at employee request

- (h) In the event that an employee who normally works a shift attracting shift allowance requests a transfer to another shift for a period of time and that transfer request is approved then the shift allowance provided for the employees normal shift is forfeited for the duration of that transfer to a maximum of 30 working days. If the period extends beyond 10 days, the parties agree to meet to review the situation.

Overtime

- (i) All time worked by any employee outside of their agreed and recognised ordinary hours shall be defined as overtime. Such overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. By agreement between the Company and the employee concerned, such overtime hours worked may instead be taken as paid time off, up to a maximum of four hours per day or twenty hours per week at the penalty equivalent.

Rest periods between normal shift and overtime

- (j) After an employee has completed his or her shift, a 10-minute rest pause will be provided prior to the commencement of any overtime to be worked in excess of two hours.
- (k) The minimum rest period between consecutive shifts is ten hours.

Crib break during overtime

- (l) A paid crib break of 20 minutes, paid at overtime rates, shall be given to any employee who works 4 hours or more of overtime.

Planning and approval of overtime

- (m) Overtime must be planned and approved by management prior to being worked.

Call Back – minimum rate

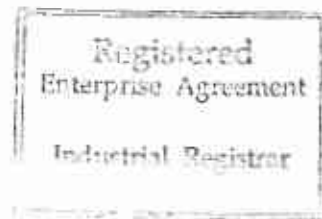
- (n) If employees are called back to work, they will receive a minimum of four hours pay at the overtime rate.

Call Back - Calculation

- (o) An employee's period of work on a call back commences when that employee is called and that call will be recorded.

Sunday Work

- (p) Any work performed on a Sunday shall be paid at the rate of double time.



13. AUTHORISED LEAVE ENTITLEMENTS

Conditions and limitations of sick leave

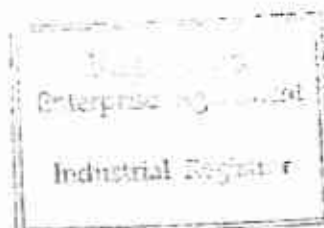
- (a) An employee who is absent from work on account of personal illness or incapacity shall be entitled to paid sick leave in accordance with sub-clause (b) below subject to the following conditions and limitations:
- (i) an employee shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to Workers' Compensation.
 - (ii) an employee shall inform the Company of his or her inability to attend for duty indicating the estimated duration of the absence at the earliest practicable opportunity to ensure that management can best schedule production around their absence.
 - (iii) a medical certificate or other satisfactory evidence will be required for absences of two or more consecutive working days or for single day absence following or prior to a public holiday.
 - (iv) absenteeism will continue to be recorded and this data may be used for performance management in the event that an individual chooses, in the opinion of management and the team members, to abuse this system.

Sick leave entitlement and calculation

- (b) Each employee is entitled to 10 days paid sick leave in respect of each full year of service with the Company.
- (c) Each day of sick leave entitlement represents the number of ordinary hours the employee is rostered to work upon the day on which the employee is sick and unable to attend for work.
- (d) For Day and Afternoon shift Sick leave is calculated on the basis of a 10 day entitlement each full year on anniversary. The annual entitlement is based on the fortnightly working cycle being 9 days at 8.42 hours and 1 day (the short Friday in the fortnightly cycle) at 6.67 hours being an annual entitlement of 10 days being 82.45 hours
- (e) For Night Shift Sick leave entitlement is the same, 82.45 hours, calculated on the basis of the fortnightly working cycle including a short shift split over the fortnightly cycle.

Accrual of sick leave

- (f) Any sick leave entitlement not claimed in one year shall accrue from year to year if the employment continues with the Company, but there shall be no accrual of any entitlement that has been paid out under the Sick Leave Incentive Scheme provisions in this Agreement.



Sick Leave Incentive Scheme:- Election within 12 months of approval of this Agreement by the Industrial Relations Commission of NSW.

- (g) In the twelve month period commencing on the date of the approval of this Agreement by the Industrial Relations Commission of NSW an employee may elect to be paid the monetary value of a maximum of 10 days sick leave which have accrued to the employee as at the anniversary date of the employee's employment, but only if:
 - (i) the election is made by the employee to the Company in writing; and
 - (ii) the written election is made at least a fortnight prior to the employee's anniversary date of employment ; and
 - (iii) the employee will retain ten days sick leave after the payment of the accrued days.
- (h) Any sick leave paid out following an election made under (f) above shall clear that part of the accrued entitlement and there shall be no further entitlement in relation to the period paid out.
- (i) Payment shall be made as soon as practicable after the employee's anniversary date. However, by agreement between the employee and the Company, the payment may be deferred and paid on the last pay day to occur prior to Christmas in the year of the election.
- (j) The first election under this scheme can be made the day after this agreement is registered in the Industrial Relations Commission by any employee with more than 10 days sick leave.
- (k) Elections are restricted to one per employee per calendar year.

Use of Sick Leave for carers

- (l) An employee's current or accrued sick leave entitlements may be taken as Family/Carers leave. The Company may request appropriate evidence to justify the taking of the leave.

Bereavement leave entitlement on the occasion of death within Australia of an immediate family member

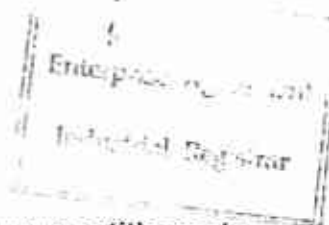
- (m) An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse, father, mother, brother, sister, child, step child, grandparents or parents in law.

Bereavement leave entitlement on the occasion of death outside Australia of an immediate family member

- (n) An employee shall be entitled to a maximum of five days leave without loss of pay on each occasion of the death outside of Australia of the employee's spouse, father, mother, brother, sister, child, step child, grandparents or parents in law.

Extension of bereavement leave entitlements

- (o) Extension of the entitlement to bereavement leave is at the discretion of the Company upon application by an employee.



Definitions in relation to bereavement leave entitlements

- (p) For the purposes of bereavement leave entitlements here, the words spouse shall include de-facto spouse and the words "father" and "mother" shall include foster father or mother and stepfather or stepmother.

Annual leave entitlement and loading

- (q) An employee shall be entitled after a full year of service to 20 working days of annual leave, paid at the ordinary rate of pay plus twenty percent annual leave loading, or the applicable shift loading whichever is the higher.

Annual maintenance shut down

- (r) Where the Company closes down the Ermington plant, or a section or sections thereof, once every year or by agreement for the purposes of annual maintenance, the Company will give not less than one month's notice of its intention to do so to all employees in such a plant or section. In the event of such a close down, an employee with less than one full year of service will be given leave entitlements as accrued at the date of close down.

Arrangements for taking annual leave

- (s) Arrangements for the taking of annual leave will be agreed between the employee and his or her manager, provided that any dispute concerning the implementation of this clause shall be dealt with in accordance with clause 9, Disputes Procedure.

Approval of annual leave

- (t) Requests for annual leave will be considered and a response shall be given by management within 5 working days of the request.

Reimbursement cancellation fees

- (u) In the event that an employee's annual leave is approved and subsequently cancelled by management any documented cancellation fees will be reimbursed by the Company where those funds cannot be recovered by other means.

Long Service Leave entitlements

- (v) The entitlement to Long Service Leave, is in accordance with the *Long Service Leave Act, 1955 (NSW)*.

Parental Leave entitlements

- (w) The entitlement to Parental Leave is in accordance with the relevant provisions of the *Industrial Relations Act, 1996 (NSW)*.

Payment for jury service

- (x) An employee required to attend for jury service during his or her ordinary working hours shall continue to be paid by the Company his or her ordinary hours of work.

**Proof of attendance upon jury service**

- (y) On the completion of jury service the employee shall give the Company proof of attendance, the duration of such attendance and shall reimburse to the Company the amount received in respect of such jury service.

Shift allowance paid for jury service

- (z) An employee on shift work will be paid the appropriate shift allowance for the duration of jury service.

Return to work from jury service

- (aa) In the event that the jury is dismissed the employee's manager will determine whether or not the employee returns to work on that day, taking into account all relevant considerations.

Additional Leave and reward for service

- (ab) One week's additional annual leave is to be provided to an employees on the completion of 21 years of service and thereafter. The Company is committed to the "reward and celebration" of achievement and will continue to reward service and commitment during the term of the Agreement.

Public Holidays and penalty rate for time worked

- (ac) An employee shall be entitled to the following public holidays without loss of pay. For each hour or part thereof, worked by an employee upon any of these days, double time and one half of the ordinary hourly rate shall be paid to the employee.

New Years Day;
Australia Day;
Good Friday;
Easter Saturday;
Easter Monday;
Anzac Day;
Queen's Birthday;
Labour Day;
Christmas Day;
Boxing Day; or
such other day as gazetted.



By agreement on an individual basis other days may be substituted for any of these public holidays

Birthday leave and conditions regarding entitlement

- (ad) In lieu of any picnic day entitlement within any of the awards named at clause 4 (a) of this Agreement, an employee shall have a paid day of leave to coincide with the birthday of that employee subject to the following conditions:
- (i) Where the employee's birthday falls upon a day which the employee is not rostered to work, such as a weekend, public holiday or rostered day off, then the employee shall be entitled to a paid day of leave to be taken on either the working day immediately preceding the employee's birthday, or immediately following the employee's birthday;
 - (ii) Where it is not possible or practicable for the employee to take the holiday upon either the working day immediately preceding or immediately following the employee's birthday, then it shall be taken upon a day no later than 28 working days following the employee's birthday; and
 - (lii) The birthday leave entitlement set out herein does not accrue. Unless it is taken in accordance with this clause, then there shall be no further entitlement.

14. UNION MATTERS

Partners

- (a) The Company considers the SDA and the AWU as business partners in the ongoing development of the Ermington site and the Employees.

Right of Entry

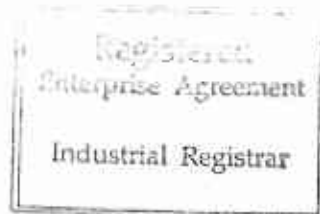
- (b) The Company respects and accepts the legitimate role of union organisers to represent the interests of members on site. Organisers will meet with employees during meal breaks and non-working time unless otherwise agreed and organisers will not hinder or hamper employees while employees are performing their normal duties.

Constructive Roles

- (c) Management expects union organisers to play a constructive role on site and to assist management in the detection and the correction of errors before they become problems that could affect business. In the same spirit, management will work closely with union organisers ensuring that, wherever possible, employee and business needs are balanced.

Delegates to advise management and gatehouse

- (d) Delegates will advise the gatehouse and management of any visits planned by organisers will brief management at the conclusion of their visit on any issues or concerns.



Choice of Union

- (e) The Company will advise all new employees, as part of the induction process, of the two unions who are party to this Agreement.

Delegates and Problem Resolution

- (f) The Company understands and accepts that delegates are required to involve themselves in the timely resolution of a range of issues that are often complex and sensitive. Employees will raise sometimes issues. At other times delegates may be asked to assist management to resolve and/or prevent a problem.

Disputes Procedure

- (g) Wherever a member raises an issue with a delegate that issue should be taken up in the first instance with the Team /manager as specified in Clause 9, Disputes Procedure.

Notification before leaving job

- (h) Before leaving their job on union business, delegates must notify their Team Leader/manager.

Training Programmes for delegates

- (i) The Company accepts that delegates will be paid to attend a maximum of two union training programs each year that are approved by their manager at times that fit in with customer demands.

15. PROTECTIVE EQUIPMENT & GMP STANDARDS

GMP Standards

- (a) The Ermington manufacturing site is a pharmaceutical site and during the term of this Agreement Good Manufacturing Practice (GMP) the Company and the Employees will improve standards significantly. (see Clause 30 – GMP Code for Therapeutic Goods – Medicinal Products)

Provision of protective clothing by the Company

- (b) The Company will provide suitable protective gloves, goggles, masks, earmuffs or earplugs, footwear, prescription safety glasses and work outer clothing where the process so requires.

Use of Protective equipment and clothing by an employee

- (c) An employee, who is supplied with any of the protective equipment including clothing, must use it for the purpose for which it is supplied. Such requirements may be varied to accommodate a certificate from the Company's occupational physician, in consultation with employee's personal doctor.

Discipline where failure to wear protective equipment

- (d) The wearing of hearing, eye and other personal protective equipment where required is a condition of employment and failure to comply will result in the implementation of the disciplinary procedure.

Return to the Company of tools and equipment

- (e) Tools and other equipment issued by the Company to employees must be returned on cessation of employment with the Company and before an employee's final pay can be processed. During employment, the care of tools is the responsibility of the employee.

16. OCCUPATIONAL HEALTH AND SAFETY

Principles

- (a) The Company operates on the basis of the following health and safety principles, with the *Occupational Health and Safety Act (NSW)* remaining as the minimum:
- (i) All injuries and occupational diseases can be prevented;
 - (ii) Safety is everyone's responsibility;
 - (iii) Management has a responsibility to ensure all Employees are trained to work safely;
 - (iv) Working safely is a condition of employment;
 - (v) Preventing injuries and incidents contributes to business success.

OHS training

- (vi) OHS training comprises Accident Reporting, Personal Protective Equipment, Signs, Manual Handling and Ergonomics, Hazard Identification, Eyes, Hand and Skin, Respiratory system, Accident Investigation, Workers' Compensation, Rehabilitation, Pregnancy, Material Safety Data Sheets, Evacuation, Hearing Conservation, Environmental Spill Control, Hazardous Waste, Dangerous Goods.
- (vii) The Applied OHS comprises 3 hours of legislation and 3 hours of auditing by hazard identification, assessment and control.

17. REDUNDANCY

Application

- (a) The conditions set out in this clause shall apply in circumstances where:
- (i) the Company has made a definite decision that the position held by an employee is no longer required to be performed by anyone;

- (ii) that decision is not due to the ordinary and customary turnover of labour;
- (iii) the decision will lead to the termination of the employment of an employee; and
- (iv) the decision is not due to any personal act or default of the employee, or any disciplinary reasons.

Definition

(b) In this clause the following definitions apply:

- (i) **"Business"** includes part of the Company's business at the site located at 82 Hughes Ave, Ermington in New South Wales.
- (ii) **"Ordinary Rates of Pay"** means the normal weekly payment received by the employee at the date of retrenchment.
- (iii) **"Employee"** includes weekly or part-time employees.
- (iv) **"Retrenchment"** shall mean terminating the services of an employee with the Company because of redundancy.
- (v) Seniority shall be determined taking into account all service with the Company and not age.

Notice

(c) An employee shall be entitled to a period of notice according to the length of their continuous service with the Company if the employee's employment is terminated due to redundancy. The actual period of notice with respect to the employee shall be determined by reference to the following table. The Company may pay any period of notice, including part period of notice, in lieu of providing that notice.

Employee's period of continuous service with the Company	Period of notice
Not more than one year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: Sub clause O herein sets out additional periods of notice for employees aged 45 years or over.

Voluntary Leaving During Period of Notice

- (d) Retrenched employees shall have the option of either working out notice or leaving at any time during the period of notice and receiving the full benefits set out herein.

Time Off

- (e) The Company will allow paid time off, with evidence, to permit employees to seek and be interviewed for alternative employment.

Annual Leave Loading

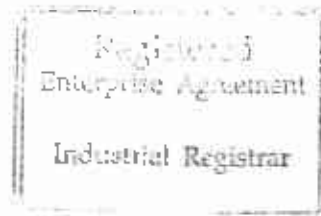
- (f) Annual Leave Loading will be paid on all accrued Annual Leave including current pro -rata entitlements.

Accumulated Sick Leave

- (g) All accumulated sick leave will be paid on termination and will include full current year entitlement.

Matters for Consideration

- (h) Any decision to terminate employment due to redundancy, shall be made after consultation and consideration of the following matters where relevant:
- (i) operational requirements and Business needs;
 - (ii) the reasons for redundancy
 - (iii) any relevant external factors impacting upon the Business;
 - (iv) those parts of the Business which are affected;
 - (v) the number of employees whose positions are affected;
 - (vi) the skills of the employees whose positions are affected;
 - (vii) the wishes of the employees whose positions are affected;
 - (viii) any other relevant matters raised with the Company by the employee or by the employee's union.



Itemised Statement of all Wages Due

- (i) Redundant employees shall be given an itemised statement of all termination monies during the weeks of notice of intention of retrenchment referred to in sub clause (c) above.

Certificate of Service

- (j) All redundant employees will be supplied with a Certificate of Service prior to termination. A separate Reference will be issued upon request.

Superannuation

- (k) Rules of the Company superannuation fund shall apply to retrenched members of that fund.

Alternative Employment within the Company

- (l) If suitable alternative employment is available within the Company, it shall be offered to an employee whose employment will otherwise terminate due to redundancy. If there are more than one employee affected by redundancy then the offer shall be made upon the basis of seniority and redundancy payments shall apply if an employee declines that offer.

Previous Retrenchment

- (m) No periods of service will be taken into account for which the Company has previously paid retrenchment benefits.

Long Service Leave

- (n) The Company will pay pro-rata Long Service Leave to employees for all years of service.

Age Allowance

- (o) Where an employee is aged 45 years or over at the time of termination, that employee shall receive in addition to any other benefit conferred by this clause:

- (i) One week's additional notice provided the employee has had a minimum of 2 years continuous service with the Company; and
- (ii) A loading of 25% upon their severance pay.

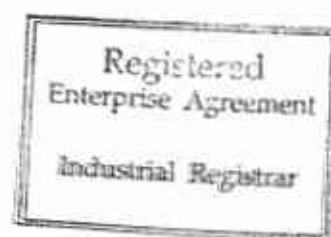
Calculation of Redundancy payments.

- (p) For each completed year of service with the Company, redundant employees shall be paid four (4) weeks at current rate. Pro-rata will be paid for a period less than 12 months on the following basis:-

3 months but less than 6 months – 1 week

6 months but less than 9 months – 2 weeks

9 months but less than 12 months – 3 weeks



Payments In the case of death of an employee

- (q) Should an employee die before their intended date of retrenchment, then entitlements shall be paid directly to his or her estate.

18. CONTRACTORS

Use from time to time

- (a) Contractors are used from time to time by the Company to:
- (i) undertake modifications to plant;
 - (ii) install new plant and equipment; and
 - (iii) perform specialised work or services e.g. cleaning

Skill Transfer

- (b) The Company will attempt to ensure that contractors so engaged to assist in the technological transfer of skills to employees wherever they are core skills relevant to the business (e.g. machine overhaul and maintenance).

Requirements

- (c) All contractors will be required to work to current safety and industrial rules and regulations.

Additional Skills

- (d) The Company envisages that the number of contractors will decrease as employees acquire additional skills.

Earnings

- (e) Contractor rates of pay will not be less than the rate of pay set by this agreement for comparable work.



19. EMPLOYEE ASSISTANCE PROGRAM

Service to Employees

- (a) The Company will continue to subscribe to the Employee Assistance Program through a third party for the duration of this Agreement. This service is available to any employee experiencing personal difficulties either at home or at work and extends to immediate family members. The program deals with issues such as:
- (i) Marriage and family problems
 - (ii) Emotional problems and interpersonal conflict
 - (iii) Work related concerns
 - (iv) Alcohol and drug problems
 - (v) Gambling worries
 - (vi) Legal worries
 - (vii) Financial worries
 - (viii) Life threatening illnesses

Program Design

- (b) The program is designed to ensure that problems do not become so complicated as to eventually affect a person's work performance, personal happiness or home life. The program acknowledges that problems, if unresolved, can contribute to accidents at work, absenteeism, lateness or poor productivity. However, no individual is obliged to utilise the service.

Details

- (c) Details of the program are available from the Company Occupational Health, Safety and Environment Manager.

20. CONFIDENTIAL INFORMATION

Sensitive Information

- (a) Employees and their union organisers will, from time to time, be provided with commercially sensitive information about business performance consistent with the Company's core values. This information is provided consistent with a partnership approach to site development.

Good faith



- (b) Some of this information will be confidential and is shared with employees on the basis that it is received in good faith and does not compromise the Company's market position in any way.

Information cannot be shared

- (c) Sub-clause (b) above means that no employee can share with outsiders in the absence of written approval from the Operations Director any information about the Company's performance that has been provided to them by management in good faith, whether that information is made available at:
- (i) Presentations
 - (ii) In team meetings
 - (iii) On notice boards or in any other form.

21. ANNUAL INDIVIDUAL PERFORMANCE APPRAISAL

Performance

- (a) GMS performance at Company, department and team levels relies on the performance of each and every employee on this site. Each team is only as strong as its weakest link.

Management and Review

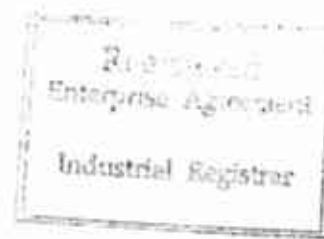
- (b) Management will review all shop floor employees' performance each year in December using the performance review process shown below, the first of these will occur in December 2002.

Training of Team Leaders and Managers

- (c) Team Leaders and managers will be trained in the professional conduct of these reviews and union delegates will be welcomed as players in reviews where employees choose to involve them.

Focus of Review

- (d) The focus of the review will be on performance recognition and, where appropriate, improvement, including the agreement of practical action plans that will build on a person's strengths and minimise their weaknesses. The reviews will also include objective setting at the individual level e.g. output increases per week, scrap reduction per week, attendance improvement per month, absenteeism reduction per month.



Performance Review Process

Each year this process outlined below will commence no later than the third week in November and be completed by the end of the second week of December.

- (i) Identify group to be reviewed
- (ii) Collate summary data for review
 - critical incidents throughout the year
 - performance data
 - training records
 - human resources data
 - peer review (team leader selects 2 people in the team that work with reviewee to rate their peer on the performance dimensions)
 - self review
- (iii) Team leader rates employees from section 2 results
- (iv) Within business unit team leaders review whole team results (Day/Afternoon/Night shifts)
- (v) All business units team leaders review whole site employee results (Paste/Solids/Liquids/Warehouse)
- (vi) OMT review team leader performance assessment of site employees. Note, OMT to provide feedback to employee in the event of any changes recommended by the operations management team.
- (vii) Perform review with employee, discuss performance and develop plans for year ahead if required
- (viii) Submit review to Human Resources for personal records.
- (ix) Payment made to employee for performance achieved.

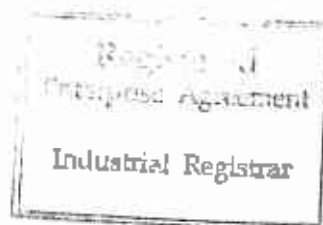
Review Scores

- (e) Individuals annual performance reviews will be scored against the 10 performance elements in the Annual Performance review using a 5 point scale.

Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward
1	\$0	11	\$150	21	\$150	31	\$210	41	\$370
2	\$0	12	\$150	22	\$150	32	\$220	42	\$390
3	\$0	13	\$150	23	\$150	33	\$230	43	\$410
4	\$0	14	\$150	24	\$150	34	\$240	44	\$430
5	\$0	15	\$150	25	\$150	35	\$250	45	\$450
6	\$0	16	\$150	26	\$160	36	\$270	46	\$500
7	\$0	17	\$150	27	\$170	37	\$290	47	\$525
8	\$0	18	\$150	28	\$180	38	\$310	48	\$550
9	\$0	19	\$150	29	\$190	39	\$330	49	\$575
10	\$0	20	\$150	30	\$200	40	\$350	50	\$600

Conduct Review

- (f) The maximum score available is 50 points. (5 points for each element of performance and 10 performance elements in total).

**Payment of Bonus**

- (g) Payment of any bonus will be made in January/February the following year.

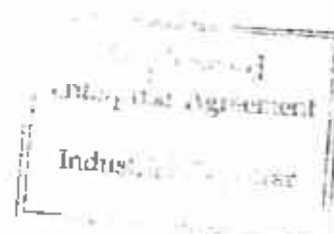
Completed Reviews

- (h) Completed performance reviews will be forwarded to the Operations Director/Commercial Director, annually, as key "people" facts and data.

Disputes

- (i) In the event that an employee feels that their appraisal does not reflect fairly or accurately their real contribution to the team, or that the appraisal has not been conducted in accordance with the GSK values, then that employee has the right to invoke the disputes procedure set out in Clause 9.

Operators Performance Review Tool

**PERFORMANCE REVIEW**

" Our Company Spirit is to undertake our quest with **ENTUSUSIASM** of **ENTREPRENEURS**, **EXCITED** by the constant search for **INNOVATION**. We value **PERFORMANCE** achieved with **INTEGRITY**. We will attain success as a world class global leader with each and every one of our **PEOPLE** with **PASSION** and an **UNMATCHED SENSE OF URGENCY**."

NAME: _____

DATE OF REVIEW: _____

TEAM: _____

REVIEWED BY: _____

JOB ROLE: _____

DATE OF LAST REVIEW: ---/---/---

EMPLOYEE'S SIGNATURE:

TEAM LEADER'S/ MANAGER SIGNATURE: _____

Performance Review Process

1. Above each skill dimension tick the box which you feel best to describe the performance level reached by the employee.
2. You must provide examples based on past employee behaviour. Eg facts, data, peer review (optional), self-assessment and critical incidents to support rating.
3. There are 10 behaviour dimensions. The rating are from 1 – 5.
4. The assessment is based on the following criteria against each individual dimension;

Rating	Scale	Definition
Not Displayed	1	Performance is not meeting the required standard. Improvement plan to be developed. Continued performance at this level may result in disciplinary action. Definite corrective action required.
Developing	2	Performance is not always up to the required standard. Room for improvement, an employee from whom more can be expected based on previous experience and performance. Definite corrective action required.
Consolidated	3	Fully competent in this dimension. Consistently completely achieves required standard. Requires minimum supervision, is capable of additional responsibilities in this dimension including supporting others to develop in this dimension.
Achieved	4	Consistently achieves an above average standard in this dimension. Readily accepts responsibilities, sometimes beyond the level required in present role.
Working Beyond	5	Clearly outstanding in this dimension. Consistently performs all requirements in this dimension to the highest degree, demonstrating abilities beyond those required in present role. Is successful in positively influencing others in this dimension.

1. WORK SAFETY	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Safe Work Practices	Well below acceptable standard. Numerous instances of safety breaches. Fails to comply with basic PPE requirements. Requires action plan.	Requires extra safety supervision. Needs to be reminded on occasions to wear PPE. Requires action plan.	Generally complies with PPE policies. Works in a safe manner. Identifies safety issues.	Always wears PPE. Completes non-conformance forms. Seeks to encourage team mates to work safely. Carries out safety audits.	Very vigilant with safety issues. Successfully influences to work in a safe manner. Follows up with safety issues through to completion. Actions audit findings. Champions safety.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

2. GMP	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Effectively complies to GMP standards <ul style="list-style-type: none"> • Documentation • Basic GMP • Housekeeping • Gowning and Personal Hygiene • Cleaning and Sanitation 	Well below acceptable standard. Action plan required.	Has failed to comply with GMP standards on several occasions. Needs to concentrate more on GMP standards on a daily basis. Action plan required.	Has a good understanding of GMP requirements and follows procedures.	Always complies. Identifies GMP issues. Completes non-conformance forms. Seeks to improve GMP compliance within team. Carries out GMP audits.	Vigilant at all times. Is successful in raising level of GMP within team & pipe. Follows GMP issues through to completion. Actions GMP findings in audit. Champions GMP.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

3. SENSE OF URGENCY	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Extent to which employee demonstrates interest in and obtains personal satisfaction from job activities and responsibilities. Self starting. Taking action to achieve job requirements. Responsive and Pro-active.	Demonstrates little/no interest satisfaction in job. Always requires instructions from others to commence productive activities. Action plan required.	Demonstrate some satisfaction /interest in job. Is motivated when performing some duties but requires prompting from others to contribute in other activities/duties. Action plan required.	Demonstrate s satisfaction /interest in job. Rarely requires prompting from others. Knows what is required in own role and strives to achieve.	Full satisfaction /interest in job. Knows team goals and strives to achieve. Often performs duties beyond what is expected in order to see team succeed.	Always strives to achieve. Is successful in driving peers to achieve. Seeks to understand issues effecting the business. Never requires prompting & demonstrates business understanding beyond current role.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

4. WORK PERFORMANCE	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Meeting job performance standards. <ul style="list-style-type: none"> • Achieve budgeted line speeds • Achieve production target output • RFT product quality • Achieve to meet deadlines set 	Does not meet performance standards. Quality of work consistently below company standards. Shows little concern for quality standards. Does not seek to improve own performance. Action plan required.	Meets some performance standards. On occasions requires reminding of performance expectations. Requires high degree of supervision to achieve work standards.	Consistent with work standards. Requires little instruction. Rarely reminded of performance expectations. More consistency throughout year will see further improvement	Meets the performance and work standards. Seeks to lead by example and lift performance of team.	Exceeds work performance, demonstrates by example. Always exceed performance level. Drives for own & team goals. Often required to lead team. Shows skills & knowledge above current role.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

5. MACHINE OPERATION	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Using the relevant machine or technology to the standard required by management or the process. Maintains company machinery using preventative maintenance (cleaning) and general respect for company property.	Unacceptable standard of machine operation. Shows little understanding of machines & processes. Requires constant instruction. Action plan required.	Shows limited understanding of machines & processes. Should seek assistance when in doubt. More attention to activity at hand required. Action plan required.	Fully acceptable level of machine operation. Knows machines & processes well. Trains others when required.	Consistently above standard of Is able to achieve required results using machines/ processes. Is considered expert within team. Uses knowledge to improve machines /processes.	Is considered to be the expert within pipe. Always seeks to promote greater understanding of machines/ processes with team & pipe. Follows improvement ideas to completion.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

6. TEAM INTERACTION & DEVELOPMENT	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Initial and ongoing team impact. Ability to get along with others. A positive influence on team. <ul style="list-style-type: none"> • Team Builder • Active in team meetings • Interacts with team; <ul style="list-style-type: none"> - Own team - Pipe team - Other departments 	Unable to get along with team members. Disruptive within team & pipe. Shows little regard for team mates. Action plan required.	Attempts to get along with team. On occasions is involved in non value adding conflict. Sometimes puts self interest in front of team goals. Action plan required.	Able to get along with team members. Shows genuine interest in team development. Rarely requires assistance when interacting with team. Active in team meetings.	Excellent ability to get along with team members. Plays an active role within team. Often helps resolve conflict. Works positively to improve ongoing team development.	Shows people skills above current role. Is successful in resolving team & pipe conflict. Is a positive leader who show great concern for team development. Is an active person who seeks team involvement in decision making and gaining consensus within the team.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

7. PROBLEM ANALYSIS & APPLICATIONS	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
<p>Ability to locate root cause of a problem and generate data/ideas and action for solution. Obtaining and applying job related information.</p> <ul style="list-style-type: none"> • Use of non conformance systems • Use of deviation system to STOP re-occurring problems • Highlight issues in logbooks and other communication systems 	<p>Does not obtain relevant information and reaches inappropriate conclusions. Action plan required.</p>	<p>Obtains some relevant information and often able to reach appropriate conclusions. Action plan required.</p>	<p>Obtains relevant information and makes appropriate decisions. When required seeks but rarely requires assistance from team leader.</p>	<p>Obtains relevant information and makes relevant solutions beyond current role requirements. Applies knowledge when performing role. Seeks to obtain relevant information and share with team.</p>	<p>Obtains relevant information and makes relevant solutions beyond current role. Always communicates learning's to pipe. Seeks to utilise information to prevent re-occurring problems.</p>

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

8. WORK HABITS	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
<p>Work habits consistent with company policy eg. Punctuality, attendance, break times. A self starter at the beginning of the shift.</p>	<p>Does not meet work habit requirements. Often late or absent from the workplace. Action plan required.</p>	<p>Usually meets work habit requirements. Is late to work or has excessive breaks on some occasions. Action plan required.</p>	<p>Consistently abides by company policies etc. Shows solid understanding of how own work habits effect team. Knows what is required and consistently delivers.</p>	<p>Consistently meets work habit requirements. Does not require supervision. Seeks to positively influence team members.</p>	<p>Exceeds work habit expectation. Always abides by company policies. Never requires prompting. Has an excellent understanding of company policies. Shows leadership and is successful in helping others to follow policies.</p>

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

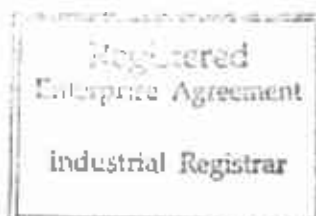
Registered
Enterprise Agreement
Industrial Registrar

9. ADAPTABILITY & FLEXIBILITY	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
<p>Maintains effectiveness in different jobs and areas. Understand team requirements and adapts in order to help team succeed.</p> <ul style="list-style-type: none"> • Responds to company needs • Aware of internal and external customer requirements 	<p>Is unwilling to perform duties in different tasks/roles in which he/she is capable. Is inflexible despite team requirements. Action plan required.</p>	<p>Has shown on occasion a willingness to be flexible for the good of the team. Has ability but needs to focus on task at hand when performing tasks/roles that are not his/her primary function. Action plan required</p>	<p>Always maintains effectiveness in different tasks/roles. Is flexible and effective when performing non-primary task/roles. Flexible within business.</p>	<p>Consistently meets requirements. Understands the requirements of the team and adapts to team requirements.</p>	<p>Is always flexible and effective in any task/ role required. Looks to help team members become flexible. Has excellent knowledge of business requirements and adapts to be an effective employee in any role.</p>

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

10. COMMUNICATION SKILLS	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
<p>Uses effective communication. Able to express ideas and thoughts clearly and concisely.</p>	<p>Frequently has problems being understood through poor expression. Use of inappropriate communication skills. Action plan required.</p>	<p>Sometimes able to be understood and express ideas and thoughts clearly. Usually requires assistance from others to communicate effectively.</p>	<p>Usually able to be understood and express ideas and thoughts clearly. Rarely requires assistance to communicate effectively. Is able to use different tools for communication, eg written, verbal etc</p>	<p>Consistently able to be understood and express ideas and thoughts clearly. Is able to communicate in times of conflict without escalating the situation. Is pro-active in ensuring required communication within team and between shifts is achieved.</p>	<p>An outstanding communicator. Is able to effectively communicate in any situation at all levels. Is often called upon by peers to help resolve issues. Uses company tools effectively to communicate. Eg cc-mail etc. Positively influences team with effective communication.</p>

COMMENTS/ NEXT YEARS KEY ACTIONS: _____



OVERALL PERFORMANCE RATING
Ratings

1	2	3	4	5	6	7	8	9	10

TOTAL SCORE =

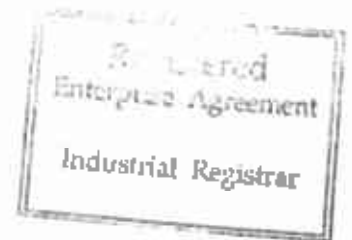
OVERALL COMMENT ON PERFORMANCE TO DATE	Employee review Input

REWARD AND RECOGNITION

Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward
1	\$0	11	\$150	21	\$150	31	\$210	41	\$370
2	\$0	12	\$150	22	\$150	32	\$220	42	\$390
3	\$0	13	\$150	23	\$150	33	\$230	43	\$410
4	\$0	14	\$150	24	\$150	34	\$240	44	\$430
5	\$0	15	\$150	25	\$150	35	\$250	45	\$450
6	\$0	16	\$150	26	\$160	36	\$270	46	\$500
7	\$0	17	\$150	27	\$170	37	\$290	47	\$525
8	\$0	18	\$150	28	\$180	38	\$310	48	\$550
9	\$0	19	\$150	29	\$190	39	\$330	49	\$575
10	\$0	20	\$150	30	\$200	40	\$350	50	\$600

OPERATOR SELF/PEER REVIEW

NAME: _____
 WHO ARE YOU REVIEWING? _____
 DATE: _____
 BUSINESS UNIT: _____
 TEAM LEADER: _____



Performance Review Process

1. Above each skill dimension tick the box which you feel best to describe the performance level reached by yourself/peer .
2. You must provide examples based on past employee behaviour. Eg facts, data, peer review, self-assessment and critical incidents to support rating.
3. There are 10 behaviour dimensions. The ratings are from 1 – 5.
4. The assessment is based on the following criteria against each individual dimension;

Rating	Scale	Definition
Not Displayed	1	Performance is not meeting the required standard. Improvement plan to be developed. Continued performance at this level may result in disciplinary action. Definite corrective action required.
Developing	2	Performance is not always up to the required standard. Room for improvement, an employee from whom more can be expected based on previous experience and performance. Definite corrective action required.
Consolidated	3	Fully competent in this dimension. Consistently completely achieves required standard. Requires minimum supervision, is capable of additional responsibilities in this dimension including supporting others to develop in this dimension.
Achieved	4	Consistently achieves an above average standard in this dimension. Readily accepts responsibilities, sometimes beyond the level required in present role.
Working Beyond	5	Clearly outstanding in this dimension. Consistently performs all requirements in this dimension to the highest degree, demonstrating abilities beyond those required in present role. Is successful in positively influencing others in this dimension.



	Not Displayed	Developing	Consolidated	Advancing	Working Beyond
WORK SAFETY					
GMP					
SENSE OF URGENCY					
WORK PERFORMANCE					
MACHINE OPERATION					
TEAM INTERACTION & DEVELOPMENT					
PROBLEM ANALYSIS AND APPLICATIONS					
ADAPTABILITY AND FLEXIBILITY					
WORK HABITS					
COMMUNICATION SKILLS					

Technical Operators Performance Review Tool



2001 EMPLOYEE



TECHNICAL PERFORMANCE REVIEW

" Our Company Spirit is to undertake our quest with **ENTUSUSIASM** of **ENTREPRENEURS**, **EXCITED** by the constant search for **INNOVATION**. We value **PERFORMANCE** achieved with **INTEGRITY**. We will attain success as a world class global leader with each and every one of our **PEOPLE** with **PASSION** and an **UNMATCHED SENSE OF URGENCY**."

NAME: _____

DATE OF REVIEW: _____

TEAM: _____

REVIEWED BY: _____

JOB ROLE: _____

DATE OF LAST REVIEW: —/—/—

EMPLOYEE'S SIGNATURE:

TEAM LEADER'S/ MANAGER SIGNATURE:

Performance Review Process

5. Above each skill dimension tick the box which you feel best to describe the performance level reached by the employee.
6. You must provide examples based on past employee behaviour. Eg facts, data, peer review, self-assessment and critical incidents to support rating.
7. There are 10 behaviour dimensions. The rating are from 1 – 5.
8. The assessment is based on the following criteria against each individual dimension;

Rating	Scale	Definition
Not Displayed	1	Performance is not meeting the required standard. Improvement plan to be developed. Continued performance at this level may result in disciplinary action. Definite corrective action required.
Developing	2	Performance is not always up to the required standard. Room for improvement, an employee from whom more can be expected based on previous experience and performance. Definite corrective action required.
Consolidated	3	Fully competent in this dimension. Consistently completely achieves required standard. Requires minimum supervision, is capable of additional responsibilities in this dimension including supporting others to develop in this dimension.
Achieved	4	Consistently achieves an above average standard in this dimension. Readily accepts responsibilities, sometimes beyond the level required in present role.
Working Beyond	5	Clearly outstanding in this dimension. Consistently performs all requirements in this dimension to the highest degree, demonstrating abilities beyond those required in present role. Is successful in positively influencing others in this dimension.

1. WORK SAFETY	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Safe Work Practices	Well below acceptable standard. Numerous instances of safety breaches. Fails to comply with basic PPE requirements. Requires action plan.	Requires extra safety supervision. Needs to be reminded on occasions to wear PPE. Requires action plan.	Generally complies with PPE policies. Works in a safe manner. Identifies safety issues.	Always wears PPE. Completes non-conformance forms. Seeks to encourage team mates to work safely. Carries out safety audits.	Very vigilant with safety issues. Successfully influences to work in a safe manner. Follows up with safety issues through to completion. Actions audit findings. Champions safety.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

2. GMP	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Effectively complies to GMP standards <ul style="list-style-type: none"> • Documentation • Basic GMP • Housekeeping • Gowning and Personal Hygiene • Cleaning and Sanitation 	Well below acceptable standard. Action plan required.	Has failed to comply with GMP standards on several occasions. Needs to concentrate more on GMP standards on a daily basis. Action plan required.	Has a good understanding of GMP requirements and follows procedures.	Always complies. Identifies GMP issues. Completes non-conformance forms. Seeks to improve GMP compliance within team. Carries out GMP audits.	Vigilant at all times. Is successful in raising level of GMP within team & pipe. Follows GMP issues through to completion. Actions GMP findings in audit. Champions GMP.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

3. SENSE OF URGENCY	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Extent to which employee demonstrates interest in and obtains personal satisfaction from job activities and responsibilities Self starting. Taking action to achieve job requirements. Responsive and Pro-active.	Demonstrates little/no interest satisfaction in job. Always requires instructions from others to commence productive activities. Action plan required.	Demonstrate some satisfaction /interest in job. Is motivated when performing some duties but requires prompting from others to contribute in other activities/duties. Action plan required.	Demonstrates satisfaction /interest in job. Rarely requires prompting from others. Knows what is required in own role and strives to achieve.	Full satisfaction /interest in job. Knows learn goals and strives to achieve. Often performs duties beyond what is expected in order to see learn succeed.	Always strives to achieve. Is successful in driving peers to achieve. Seeks to understand issues effecting the business. Never requires prompting & demonstrates business understanding beyond current role.

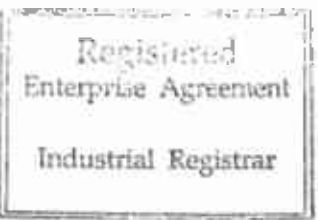
COMMENTS/ NEXT YEARS KEY ACTIONS: _____

4. TEAM INTERACTION & DEVELOPMENT	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
Initial and ongoing team impact. Ability to get along with others. A positive influence on team. <ul style="list-style-type: none"> • Team Builder • Active in team meetings • Interacts with team; <ul style="list-style-type: none"> - Own team - Pipe team - Other departments 	Unable to get along with team members. Disruptive within team & pipe. Shows little regard for team mates. Action plan required.	Attempts to get along with team. On occasions is involved in non value adding conflict. Sometimes puts self interest in front of team goals. Action plan required.	Able to get along with team members. Shows genuine interest in team development. Rarely requires assistance when interacting with team. Active in team meetings.	Excellent ability to get along with team members. Plays an active role within team. Often helps resolve conflict. Works positively to improve ongoing team development.	Shows people skills above current role. Is successful in resolving team & pipe conflict. Is a positive leader who show great concern for team development. Is an active person who seeks team involvement in decision making and gaining consensus within the team.

COMMENTS/ NEXT YEARS KEY ACTIONS: _____

5. COMMUNICATION SKILLS	Not Displayed	Developing	Consolidated	Achieved	Working Beyond
<p>Uses effective communication. Able to express ideas and thoughts clearly and concisely.</p>	<p>Frequently has problems being understood through poor expression. Use of inappropriate communication skills. Action plan required.</p>	<p>Sometimes able to be understood and express ideas and thoughts clearly. Usually requires assistance from others to communicate effectively.</p>	<p>Usually able to be understood and express ideas and thoughts clearly. Rarely requires assistance to communicate effectively. Is able to use different tools for communication, eg written, verbal etc</p>	<p>Consistently able to be understood and express ideas and thoughts clearly. Is able to communicate in times of conflict without escalating the situation. Is proactive in ensuring required communication within team and between shifts is achieved.</p>	<p>An outstanding communicator. Is able to effectively communicate in any situation at all levels. Is often called upon by peers to help resolve issues. Uses company tools effectively to communicate. Eg cc-mail etc. Positively influences team with effective communication.</p>

COMMENTS/ NEXT YEARS KEY ACTIONS: _____



EQUIPMENT											<u>AVERAGE RESULTS FOR</u>	
PERFORMANCE LEVEL											OVERALL	SKILL LEVEL
6. TROUBLE SHOOTING / PROBLEM SOLVING <ul style="list-style-type: none"> • Thinks problem through logically • Displays connection with cause and effect • Proactive (identifies problem before occurring) • Problem solved and action taken to prevent happening again • Ability to diagnose problem without assistance • Timely ability to solve problems 												

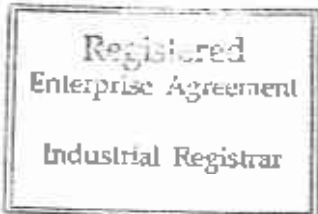
COMMENTS/ NEXT YEARS ACTIONS: _____

EQUIPMENT											AVERAGE RESULTS FOR
PERFORMANCE LEVEL											OVERALL SKILL LEVEL
<p>7. MAINTENANCE</p> <ul style="list-style-type: none"> • Conducts preventative maintenance as per schedule RFT ▪ Additional information is captured on PM tasks to enhance PM activity • Timely manner in PM task (time taken vs expectation) • Looking beyond tasks for potential problem (repair issues) • Maintaining spares parts storage and update spares for future needs • Communicates effectively with pipe engineer and other trades on site 											

COMMENTS/ NEXT YEARS ACTIONS:

EQUIPMENT											AVERAGE RESULTS FOR	
PERFORMANCE LEVEL											OVERALL	SKILL LEVEL
9. REPAIRS <ul style="list-style-type: none"> ▪ Solves repair issues ▪ Engineers out all problems during repair time • Completes all repairs RFT ▪ Returns component to standard / original condition • Determines need for assistance • Returns component to preset default position 												

COMMENTS/ NEXT YEARS ACTIONS: _____



EQUIPMENT											AVERAGE RESULTS FOR	
PERFORMANCE LEVEL											OVERALL	SKILL LEVEL
<p>10. MACHINE OPERATION</p> <ul style="list-style-type: none"> • Operate machine in accordance with production targets • Operate auxiliary equipment (eg PLC's and TUNS) • Trains and educates operators on optimum machine operation techniques • Operates machines safely • Operates machine at optimum efficiency • Preserves machine by operating with care 												

COMMENTS/ NEXT YEARS ACTIONS:



Registered
Enterprise Agreement
Industrial Registrar

OVERALL PERFORMANCE RATING

Ratings

1	2	3	4	5	6	7	8	9	10

TOTAL SCORE =

OVERALL COMMENT ON PERFORMANCE TO DATE	Employee review input

REWARD AND RECOGNITION

Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward	Rating	Reward
1	\$0	11	\$150	21	\$150	31	\$210	41	\$370
2	\$0	12	\$150	22	\$150	32	\$220	42	\$390
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9	\$0	19	\$150	29	\$190	39	\$330	49	\$575
10	\$0	20	\$150	30	\$200	40	\$350	50	\$600

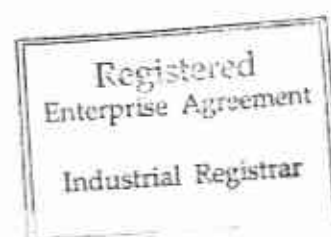
TECHNICAL OPERATOR SELF/PEER REVIEW

NAME: _____
 WHO ARE YOU REVIEWING? _____
 DATE: _____
 BUSINESS UNIT: _____
 TEAM LEADER: _____

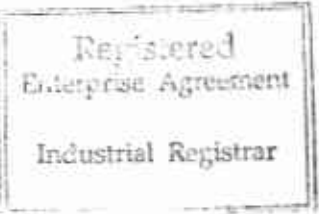
Performance Review Process

5. Above each skill dimension tick the box which you feel best to describe the performance level reached by yourself/peer .
6. You must provide examples based on past employee behaviour. Eg facts, data, peer review, self-assessment and critical incidents to support rating.
7. There are 10 behaviour dimensions. The ratings are from 1 – 5.
8. The assessment is based on the following criteria against each individual dimension;

Rating	Scale	Definition
Not Displayed	1	Performance is not meeting the required standard. Improvement plan to be developed. Continued performance at this level may result in disciplinary action. Definite corrective action required.
Developing	2	Performance is not always up to the required standard. Room for improvement, an employee from whom more can be expected based on previous experience and performance. Definite corrective action required.
Consolidated	3	Fully competent in this dimension. Consistently completely achieves required standard. Requires minimum supervision, is capable of additional responsibilities in this dimension including supporting others to develop in this dimension.
Achieved	4	Consistently achieves an above average standard in this dimension. Readily accepts responsibilities, sometimes beyond the level required in present role.
Working Beyond	5	Clearly outstanding in this dimension. Consistently performs all requirements in this dimension to the highest degree, demonstrating abilities beyond those required in present role. Is successful in positively influencing others in this dimension.



	Not Displayed	Developing	Consolidated	Advancing	Working Beyond
WORK SAFETY					
GMP					
SENSE OF URGENCY					
TEAM INTERACTION & DEVELOPMENT					
COMMUNICATION SKILLS					
TROUBLE SHOOTING					
MAINTENANCE					
CHANGEOVERS					
REPAIRS					
MACHINE OPERATION					





22. GOOD MANUFACTURING PRACTICE

Licence and Audits

- (a) The Ermington plant is a pharmaceutical goods manufacturing site, and as such is licensed with the Therapeutic Goods Administration (TGA). This licence is offered at the TGA's discretion. The TGA conduct periodic audits to assess the worthiness of the site to retain its licence.

GMP Standards

- (b) During the life of this agreement, the GMP standards are to be improved and maintained in accordance with the intentions of the TGA as per cGMP for Medicinal Products (1990).

Standards

- (c) In order to protect the license to manufacture, during the term of this Agreement, the Employees commit to assisting management in achieving the spirit and intent of the Company's Pharmaceutical Goods Manufacturing Standard.

23. COMPANY EMPLOYEE SHARE OWNERSHIP PLAN

It is the Company's intention to develop an employee share ownership plan in 2002.

24. PRODUCTIVITY MATRIX

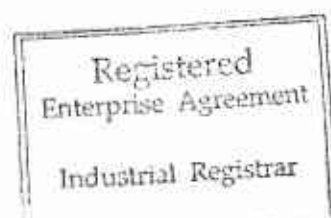
Implementation

- (a) The parties agree to continue to implement the productivity matrix

Committee

- (b) A committee will continue to be appointed to agree the detailed measures which will be tracked monthly and reviewed quarterly for potential payment. The base year for calculating the quantum of the measures will be the Ermington site's 2000 calendar year. The first year in which payments may be made is 2001 based upon 2000 performance. 5 detailed measures will be used, being:
- (i) Productivity (Units per hour)
 - (ii) Absenteeism
 - (iii) Right First Time Quality

- (iv) Inventory Accuracy
- (v) Safety



These measures are reviewed annually based on plant end year results and the committee reserves the right each year to review/change the measures accordingly.

Positive Variance

- (c) A positive variance will result in a payment being made on a one off basis calculated on the size of the bonus pool, divided by the number of permanent employees. Each employee will receive an equal share unrelated to his or her classification level.

Productivity Committee

- (d) The productivity committee will be made up of at least 6 representatives, 50% shop floor and 50% management. They will meet monthly to agree the results for the month. The matrix results and targets will be communicated and graphically shown on the notice board.

25. SUPERANNUATION

- (a) The company will make superannuation payments in accordance with the Superannuation Guarantee Scheme (SGC) fortnightly with contributions being paid into the fund each month, unless otherwise varied by the trustees of the fund.

Bonus Payments

- (b) Where an employee intends to deposit bonus payments into super, this advice must be received prior to the end of the previous year as a result of tax law.

26. AWA PROHIBITION

During the life of this Agreement, the Company will not offer to any employee who is employed in a classification covered by this Agreement, an Australian Workplace Agreement, or any individual contract, (as per *the Workplace Relations Act 1996*).

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27. MONITORING PROVISION

The Enterprise Agreement negotiating team shall meet tri-annually (April, August and December) to monitor and review the terms of this Agreement.

28. DISCIPLINARY PROCEDURE

Aim of the procedure

- (a) The aim of this disciplinary procedure is to ensure that a satisfactory standard of performance, efficiency and conduct is maintained at the Company. This disciplinary procedure documents the process to be followed when an employee fails to meet standard work requirements.

Standard of conduct

- (b) The required standard of conduct includes the conduct that can be expected of an employee by:
- (i) law;
 - (ii) as per his/her contract of employment
 - (iii) from the Company's policies and procedures;
 - (iv) SOP's; and
 - (v) from the relevant provisions from any applicable award.

Minor misconduct

- (c) The employee's Team Leader/Manager will be responsible for handling cases of minor misconduct. If the employee's conduct fails to improve, then a number of formal steps will be taken as set out in this clause.

Verbal Counselling

- (d) When a problem has been identified, the employee's immediate Team Leader/Manager can conduct performance counselling as soon as practicable to try to determine a way of overcoming the problem. If it reaches a point where the Team Leader feels they are not achieving a satisfactory result, it may then be referred to the appropriate Manager/Human Resource Manager. The Team Leader/Manager should:
- (i) Explain to the employee that this verbal counselling session is the first step in the disciplinary procedure;
 - (ii) Explain to the employee what the problem is and explain why his/her behaviour is unacceptable;
 - (iii) Discuss the reasons for the misconduct and the ways the employee can overcome the problems;
 - (iv) Explain the disciplinary procedure to the employee and the consequences of no improved conduct; and
 - (v) Document the proceedings of the meeting in their diary.



Expiry of verbal counselling

- (e) The verbal counselling session is not recorded on the employee's personnel file. Six months after the verbal counselling has occurred if no further occurrences have arisen, the session is no longer valid. No further action is required if the Team Leader/Manager believes the problem has been resolved.

First Written Warning

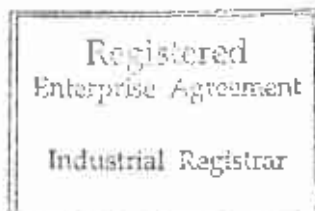
- (f) If an employee's conduct or performance does not improve after the verbal counselling, a written warning will be issued to the employee. This is to be handled by the appropriate Team Leader/Manager in consultation with the appropriate Manager/Human Resources Manager.

Purpose of first written warning

- (g) The purposes of the first written warning are to:
 - (i) emphasise to the employee the unacceptability of his/her behaviour;
 - (ii) gain the employee's commitment to make the necessary improvement; and
 - (iii) make clear that further misconduct will place the individual's employment at risk.

Procedure for first written warning

- (h) The Manager/Team Leader should:
 - (i) give the employee the option of requesting their Union delegate attend the meeting;
 - (ii) if the employee decides not to have their Union delegate present, the Manager/Team Leader will inform the delegate of that fact prior to the warning being issued;
 - (iii) explain to the employee the nature of the misconduct and why it is unacceptable;
 - (iv) ask the employee to explain the reasons, if any, for the unsatisfactory performance or misconduct;
 - (v) remind the employee that the aim of the disciplinary procedure is to correct the unsatisfactory conduct;
 - (vi) indicate, where appropriate, any way in which the Manager/Team Leader can help the employee correct his/her conduct; and
 - (vii) ask the employee what steps they will be taking to prevent the problem recurring.



First written warning placed personnel file

- (i) If employee agrees, provide the appropriate Union delegate with a copy of the written warning. The employee will be given a copy of the written warning and the original will be placed on the employee's personnel file.

First written warning valid for 6 months

- (j) This first written warning will remain valid for six months from the date of issue. At the end of the validity of the warning, a copy will be returned to the employee indicating that the warning is no longer valid.

No action if no misconduct

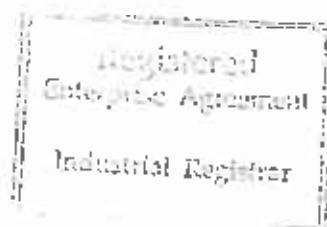
- (k) If the employee and the Manager/Team Leader agree that there has been no misconduct, then no further action should be taken.

Second Written Warning

- (l) The purposes of the second written warning are to:
 - (i) Emphasis to the employee the unacceptability of his/her conduct;
 - (ii) Gain the employee's commitment to make necessary improvements;
 - (iii) Make clear that further misconduct will place the individual's employment at risk.

Procedure for second written warning

- (m) The Manager/Team Leader should:
 - (i) give the employee the option of requesting the employee's union delegate in attendance if the employee is a member of a union;
 - (ii) if the employee decides not to have their union delegate present, the Manager/Team Leader will inform the delegate of that fact prior to the warning being issued;
 - (iii) explain to the employee the nature of the misconduct and why it is unacceptable;
 - (iv) ask the employee to explain the reasons, if any, for the unsatisfactory performance or misconduct.
 - (v) remind the employee that the aim of the disciplinary procedure is to correct the unsatisfactory conduct;
 - (vi) indicate, where appropriate, any way in which the Manager/Team Leader can help the employee correct his/her conduct;
 - (vii) ask the employee what measures they will take to prevent the problem recurring.

**Second written warning placed upon personnel file**

- (n) If the employee agrees, the appropriate union delegate shall be provided with a copy of the second written warning. The employee will be given a copy of the second written warning and a copy will be placed on the employee's personnel file.

Second written warning valid for 9 months

- (o) A second written warning will remain valid for a period of nine months from the date of issue. At the end of the validity of the warning a copy will be returned to the employee indicating that the warning is no longer valid.

No action if no misconduct

- (p) If the employee and the Manager/Team Leader agree that there has been no misconduct, then no further action will be taken.

Final Written Warning

- (q) Where there is a continued failure on the part of the employee to meet the standard work requirements in relation to conduct or performance a final written warning shall be issued.

Procedure for final written warning

- (r) The Manager/Team Leader is to:
- (i) if the employee is a member of a union, the option should be given to have their union delegate attend the meeting;
 - (ii) if the employee decides not to have their union delegate present, the Manager/Team Leader will inform the delegate of that fact prior to the warning being issued;
 - (iii) explain to the employee the nature of the misconduct and why it is unacceptable;
 - (iv) ask the employee to explain the reasons, if any, for the unsatisfactory behaviour or misconduct.
 - (v) remind the employee that the aim of the disciplinary procedure is to the correct unsatisfactory conduct;
 - (vi) indicate, where appropriate, any way that the Manager/Team Leader can help the employee correct his/her conduct;
 - (vii) ask the employee what steps they will take to prevent the problem recurring; and
 - (viii) explain to the employee that any further misconduct within a 12 month period will result in the termination of their employment.

**Final written warning placed upon personnel file.**

- (s) If the employee agrees, the appropriate union delegate shall be providing with a copy of the final written warning. The employee will be given a copy of the final written warning and a copy will be placed on the employee's personnel file.

Final written warning valid for 12 months

- (t) A final written warning will remain valid for a period of 12 months from the date of issue. At the end of the validity of the warning, a copy will be returned to the employee indicating that the warning is no longer valid.

No action if no misconduct

- (u) If the employee and the Manager/Team Leader agree that there has been no misconduct or performance issue, then no further action will be taken.

Termination of Employment

- (v) Any further incidence of misconduct by an employee while the final written warning is current will result in termination of his/her employment. Termination of employment may also result in the case of serious misconduct, such conduct may include conduct which could endanger customers of the Company, place other employees at risk, or cause wilful damage to Company equipment or facilities.

Notification to appropriate union official

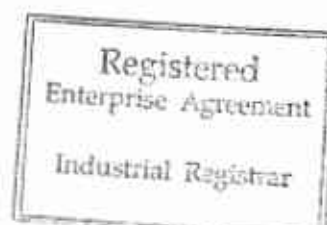
- (w) At the final written warning and/or termination stage the appropriate union official should be notified, and where possible, given the opportunity to attend.

Serious misconduct

- (x) In cases of serious misconduct it may be necessary to proceed straight to the first written warning, or final written warning, or instant dismissal depending on the individual circumstances.

Instant Dismissal

- (y) The following types of breaches warrant instant dismissal:
 - (i) Falsification of records
 - (ii) Wilful disobedience of SOP's, batch records, Company directives etc.
 - (iii) Theft of Company property
 - (iv) Physical aggressive behaviour (fighting, verbal abuse)
 - (v) Refusal of duty/reasonable request
 - (vi) Deliberate sabotage of company property
 - (vii) Drug and alcohol abuse
 - (viii) Leaking of confidential information
 - (ix) Deliberate breach of safety



Dismissal after consideration of all facts.

- (z) Instant dismissal is a serious action to take and will only occur after careful consideration of all the facts. Instant dismissal will take place in the presence of a union delegate and Department Head or Human Resources Manager.

29. GLOBAL MANUFACTURING AND SUPPLY

The Ermington site is a fast moving consumer goods facility within a global network comprising 109 manufacturing facilities around the world.

The Global Manufacturing and Supply Strategic Intent;

We will be a value-adding, customer focused, world class manufacturing capability for GSK

The Global Manufacturing and Supply Mission Statement;

- A secure source of high quality products
- Compliance with regulatory requirements and customer expectations
- Best in class cost and
- Leading edge practices and performance; at sites, in Procurement and in other global functions

The Spirit;

-We undertake our quest with the enthusiasm of entrepreneurs, excited by the constant search for innovation. We value performance achieved with integrity. We will attain success as a world class leader with each and every one of our people contributing with passion and an unmatched sense of urgency

Global Manufacturing and Supply Organisational Principles

- Do what's right for the GSK business
- Accept responsibility as a key competence of GSK and fully align with GSK principles
- Release the energy and capability of all in GMS through clear direction, role specification and empowerment
- Treat people well and with respect
- Act in a way that reflects the global nature of our business
- Apply common business processes across the network and operate to one set of numbers
- Develop world class logistics processes
- Hold function heads responsible for effectiveness of all functional resources
- Hold Site Directors responsible for site performance
- Give customers a clear point of contact

30. GOOD MANUFACTURING PRACTICE (GMP)

The Ermington Global Manufacturing and Supply (GMS) plant is a pharmaceutical and consumer goods manufacturing site, and, as such is licensed with the Australian Therapeutic Goods Administration (TGA). This licence is offered at the TGA's discretion. The TGA conduct periodic audits to assess the worthiness of the site to retain its licence

During the life of this agreement, the GMP standards on site are to be improved and maintained in accordance with the intentions of the TGA as per the cGMP for Medicinal Products (1990).

In order to protect our license to manufacture, during the term of the agreement, all employees commit to assisting management in achieving the spirit and intent of the Company's Pharmaceutical Goods Manufacturing Standards.

There are currently 11 core GMP modules delivered at a training session bi-monthly to ensure all employees have the skills and knowledge to discharge their responsibilities in accordance with the code of GMP as follows;

- Induction
- Quality Management
- Documentation
- Cleaning and Sanitation
- Hygiene
- Starting/Dispensing
- Process Control
- Contamination
- Equipment
- Building and Grounds
- GMP for Managers

Ensuring that GMP issues are resolved.

It is recognised that during day to day production, operators shall detect perceived compliance or occupational health and safety issues.

The maintenance of GMP and OHS within work-centres is the responsibility of the work unit employees and management.

A GMP/OHS non-conformance reporting system is in place providing the system to progress improvement in GMP and OHS at the work centre.



Gowning

All employees entering into GMP areas must be gowned with GMP garments. These garments consist of maroon, blue or yellow garments.

Hair nets must be worn over ears and beard covers for persons with facial hair.

Dedicated safety shoes must be worn. If this is not possible then shoe covers must be worn.

Specific details are included in the Gowning and Hygiene SOP 3010.

31. PROTECTION OF ENTITLEMENTS ON TRANSFER OF THE BUSINESS

Preamble

31.1 This clause is necessary due to the finalisation of the merger between the GlaxoWellcome and SmithKline Beecham entities. This global merger commenced on 27 December 2000. The business at Ermington covered by this Agreement is part of the GlaxoSmithKline organisation and trades under the name GlaxoSmithKline. The following provisions are necessary to ensure the smooth transition of employment from SmithKline Beecham (Australia) Pty Ltd to the new GlaxoSmithKline corporate entity to be known as GlaxoSmithKline Australia Pty Ltd from 1 July 2002. This transition is expected to occur on or after 1 July 2002. The clause shall protect the entitlements of employees and ensure continuity of service with GlaxoSmithKline Australia Pty Ltd.

Entitlements on transfer

- 31.2 Despite any provision of this Agreement to the contrary or any other operation of law, where there is a transfer of the business to a new employer, the following shall apply:
- (a) This Agreement shall bind the new employer;
 - (b) For the purposes of this Agreement, the employment of an employee bound to this Agreement shall not be taken to have been terminated by the Company;
 - (c) The continuity of the employee's contract of employment is taken not to have been broken; and
 - (d) A period of service with the Company is taken to be a period of service with the new employer. A period of service with the Company includes service that is taken to be service with the Company as a result of any previous transfer of the business, but this clause does not entitle an employee to claim a benefit from more than one employer in respect of the same period of service.

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Definitions

"transfer of the business" means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business undertaking or establishment to which this Agreement applies.

"new employer" means an employer of employees bound by this Agreement as a result of the transfer of the business and includes, but it is not limited to, GlaxoSmithKline Australia Pty Ltd (ABN 47 100 162 481).

EXECUTED AS AN ENTERPRISE AGREEMENT:

For **SmithKline Beecham (Australia) Pty Limited**
trading as **GlaxoSmithKline**:

HUGH LLEWELYN HUGH LLEWELYN
Name Signature
HUMAN RESOURCES MANAGER
Title

For the **Australian Workers Union**
Greater New South Wales Branch

RAY SPARKES R Sparkes
Name Signature
ASSISTANT SECRETARY
Title

For the **Shop Distributive and Allied Employees' Association**
New South Wales Branch S. G. E

GREGORY JOHN DONNELLY S. G. E
Name Signature
SECRETARY - TREASURER
Title