

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/88

**TITLE: Merck Sharp & Dohme (Australia) Pty. Limited Packaging
Process Technicians Enterprise Agreement 2004**

I.R.C. NO: IRC4/7569

DATE APPROVED/COMMENCEMENT: 1 November 2004 / 1 November 2004

TERM: 19

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/39.

GAZETTAL REFERENCE: 15 April 2005

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Merck Sharp & Dohme (Australia) Pty Ltd located at 54-68 Ferndell St, South Granville, NSW 2142, engaged in the classifications of Packaging Process Technicians, who fall within the coverage of the Metal, Engineering and Associated Industries Award

PARTIES: Merck Sharp & Dohme (Australia) Pty Limited -&- The Australian Workers' Union, New South Wales

**MERCK SHARP & DOHME (AUSTRALIA) PTY LIMITED
PACKAGING PROCESS TECHNICIANS ENTERPRISE AGREEMENT
2004**

TABLE OF CONTENTS

PART A

TERMS

- 1.0 APPLICATION
 - 1.1 Title
 - 1.2 Parties
 - 1.3 Location
 - 1.4 Intention
 - 1.5 Relationship with Award
 - 1.6 Date of Operation
 - 1.6.1 Existing Employees
 - 1.6.2 Temporary Transfer
 - 1.6.3 New Employee
 - 1.7 Duress
 - 1.8 Period of Agreement
 - 1.9 Right of Entry
 - 1.10 Representatives

- 2.0 EMPLOYMENT
 - 2.1 Definitions
 - 2.2 Employment
 - 2.3 Flexibility
 - 2.4 Consultation
 - 2.5 Hours 7
 - 2.5.1 Ordinary Hours
 - 2.5.2 Shift Work
 - 2.5.2.1 Temporary Shift Changes
 - 2.5.2.2 Permanent Shift Changes for Existing Shifts
 - 2.5.2.3 Seven Day Shift Cycle
 - 2.5.3 Day Work
 - 2.6 Continuous Operations
 - 2.7 Team Meeting Training Day
 - 2.7.1 Attendance
 - 2.7.2 Schedule Changes
 - 2.8 Crib, Meal and Rest Breaks
 - 2.9 General Conditions
 - 2.10 Grievance Procedure
 - 2.10.1 Procedures Relating to Grievances of Individual Employees
 - 2.10.2 Procedures Relating to Dispute etc. Between MSDA and Their employees
 - 2.10.3 Personnel Assistance
 - 2.10.4 Record

- 3.0 REMUNERATION
 - 3.1 Salary
 - 3.2 Single-Time Hourly Rate (SHR)
 - 3.3 No Extra Claims
 - 3.4 Hospital and Health Insurance Cover

- 3.5 Review
- 3.6 Performance Bonus
- 3.7 Shift Allowance
- 3.8 Additional Hours Payment
- 3.9 Public Holidays
- 3.10 Call Back
- 3.11 Annual Leave Loading
- 3.12 Sick Leave Loading
- 3.13 Shift Supervision Allowance
- 3.14 Time and Payment of Salary
- 3.15 Superannuation
- 3.16 Deduction of Union Membership Fees

- 4.0 LEAVE
- 4.1 Public Holidays
- 4.2 Annual Leave
- 4.3 Sick Leave
- 4.4 Personal/Carer's Leave
- 4.5 Bereavement/Compassionate Leave
- 4.6 Parental Leave
- 4.7 Jury Service
- 4.8 Long Service Leave

- 5.0 JOB SECURITY
- 5.1 Anti-Discrimination
- 5.2 Termination of Employment
 - 5.2.1 Notice
 - 5.2.2 Over 45
 - 5.2.3 Serious Misconduct
 - 5.2.4 Redundancy
 - 5.2.4.1 Notice 21
 - 5.2.4.2 Severance Pay

- 6.0 PART B - MONETARY RATES
- 6.1 Level 8 and 9 Packaging Technicians
- 6.2 Level 10 - Line Setter
- 6.3 Shift Supervision Allowance

- 7.0 SIGNATURES

PART A

TERMS

1.0 Application

1.1 Title

This Agreement is to be known as the Merck Sharp & Dohme (Australia) Pty. Limited Packaging Process Technicians Enterprise Agreement 2004.

1.2 Parties

This Agreement is made pursuant to the Industrial Relations Act 1996, between Merck Sharp & Dohme (Australia) Pty. Limited ABN 20 091 388 500 (MSDA) and employees employed as Packaging Process Technician (the employees) and the Australian Workers' Union, New South Wales (the AWU).

1.3 Location

This Agreement is to apply to the employees employed by MSDA at 54 - 68 Ferndell Street, South Granville, NSW 2142, or any relocated site, where employees might reasonably be required to be employed.

1.4 Intention

This Agreement formalises the working arrangements between Merck Sharp & Dohme (Australia) Pty Limited (MSDA) and Packaging Process Technicians (the employees) and formalises the working arrangements between the employees and MSDA to reward effectively applied skills.

This Agreement also acknowledges that all employees covered by this Agreement have participated in an agreement process to produce conditions to work collaboratively with management and each other to build trust and harmonious working relationships, to fix the number of Team Days for Packaging Technicians at six (6) and provide a commitment to training.

This Agreement comprehensively covers all conditions of employment in the Pharmaceutical Packaging Operation at 54-68 Ferndell Street, South Granville, NSW 2142 and resolves all claims and issues on matters between the parties.

1.5 Relationship with Award

This Agreement will replace the Metal Engineering and Associated Industries Award 1998. Where this Agreement is silent on a relevant matter, the award will apply.

1.6 Date of Operation

This Agreement will operate on and from 1st November, 2004 and remain in force until 30 June, 2006.

1.6.1 Existing Employee

An explanation of this Agreement by MSDA and at least 7 full days will be given to an existing employee to consider this Agreement before signing. There will be discussion between MSDA and the employee on any queries or concerns. This Agreement will take effect from the date it is approved by the Industrial Relations Commission of New South Wales.

1.6.2 Temporary Transfer

An employee transferred temporarily out of Packaging for a temporary period will continue to be covered by the terms and conditions of this agreement for that period.

1.6.3 New Employee

An explanation of this Agreement will be given by MSDA before employment to be signed before commencement and it will take effect at the date of commencement of employment of the new employee.

1.7 Duress

No party entered into this Agreement under duress.

1.8 Period of Agreement

This Agreement is to remain in force until the 30 June 2006, unless varied, or terminated earlier under the *Industrial Relations Act 1996*. It will continue to apply after the nominal period until one of the parties gives notice of termination. After expiration of the nominal period either party may terminate the agreement by giving three (3) months notice to the other party.

Discussions between the parties on a new agreement are to commence 3 months before the end of the period.

1.9 Right of Entry

See Chapter 5 Part 7 *Industrial Relations Act* 1996 and refer to MSDA Policy.

1.10 Representatives

The two employee representatives, upon notification to MSDA, will be recognised as the accredited representatives of the AWU.

2.0 Employment

2.1 Definitions

Process Technician means a technician engaged in manufacturing of human health pharmaceutical products, trouble shooting, set up and maintenance of equipment.

Night Shift means a 12-hour 10 min shift commenced and completed between 6pm Sunday and 7am Saturday, or a shift less than 12 hours commenced and completed between 9 pm Sunday and 7 am Saturday as determined by MSDA, consistent with 2.5.

2.2 Employment

During the first three months of full-time employment, the contract of employment will be probationary.

An employee engaged as a Contractor for at least 12 continuous months prior to employment will not be required to be on probation.

The employee is to achieve the accountabilities of the position to perform work assigned and as directed by the Packaging Engineering Manager.

Accountabilities may be changed from time to time after consultation in 2.4 to meet the changing needs of MSDA providing employees have the knowledge and skills acquired through internal training and/or external qualifications to carry out the required tasks.

Work is to be performed safely, effectively, economically and as, how and when directed.

Service for all entitlements under this Agreement will be calculated on and from the date of employment with continuous service.

2.3 Flexibility

The employee will work flexibly, co-operatively and positively with others at the workplace by leading and coaching team members, using knowledge and skills acquired through internal training and/or external qualifications to meet the requirements of MSDA.

2.4 Consultation

The employee is to be consulted by MSDA on matters which affect the employee at the workplace. Any grievance or conflict is to be resolved through the grievance procedure without disruption to work. MSDA will establish a consultative forum consisting of MSDA and employee representatives to address matters affecting its efficiency and productivity, including enhancements, position descriptions, remuneration matrix and career path.

2.5 Hours

2.5.1 Ordinary Hours

The ordinary hours of employment will be 38 per week averaged over a 52-week period.

2.5.2 Shift Work

Shift work is three 12-hour 10-minute shifts per week and six 8-hour Team days per year, or otherwise as agreed.

Shift-start will commence 10 minutes before the finishing time of the out-going shift to effect hand over, communications and keep in line running times.

Spread of hours will be between 6:50pm Sunday to 7pm the following Saturday inclusive or otherwise as agreed in writing.

Shift-cycles an employee will continue to work, or on engagement be assigned, to work on one of the following fixed shift cycles:

Day shift, will work a roster from Monday - Wednesday for three weeks then alternating to Thursday - Saturday for three weeks then resuming the cycle at Monday - Wednesday; or

Night shift, will work a roster from Sunday - Tuesday for three weeks then alternating to Wednesday - Friday for three weeks then resuming the cycle at Sunday - Tuesday.

2.5.2.1 Temporary Shift Changes

An employee may on a voluntary basis, reach mutual agreement with MSDA to temporarily move from one shift to the other to meet operational and/or training requirements. Once the requirements are met the employee will revert to their previous shift cycle.

A shift worker who requests a transfer from day to night or night to day will be accommodated where possible. If no position is available they will be required to remain on their current shift.

Night shift workers who temporarily transfer to day shift at the request of MSDA will continue to be paid their night shift allowance whilst working on the day shift.

At the specific request of the employee and subject to agreement by MSDA the commencing and ceasing times of an employee's roster may be altered.

2.5.2.2 Permanent Shift Changes for Existing Shifts

In the event that insufficient employees agree to alterations to shifts to meet the operational requirements of MSDA, the matter may be dealt with in accordance with the disputes procedure in 2.10.2.

If MSDA requires an employee to transfer from day to night or night to day shift to meet operational and business requirements the employee will be given one month's notice in writing.

Shift rosters will be pre-determined to suit operational needs and employees will be given as much notice as possible where new shift rosters need to come into effect.

2.5.2.3 Seven Day Shift Cycle

In the event that a 7-day roster is required to meet volume, MSDA will seek agreement through consultation (refer 2.4) on a modified roster to meet operational and business requirements.

2.5.3 Day Work

Day work is 7.6 ordinary hours per day five days a week, or otherwise as agreed.

The spread of hours will be between 6am Monday to 6pm Friday inclusive or otherwise as agreed.

2.6 Continuous Operations

Expectation - As the 12 hour arrangement provides for paid breaks and current volumes require continuous running of equipment whenever work is staged and available, teams will organise themselves to operate equipment continuously through all breaks. Whenever a small amount of a batch remains to be completed approaching close of work, that team will complete the batch to achieve reduced product changeover times.

Shift start will commence 10 minutes before the finishing time of the out-going shift to effect hand over, communications and keep the line running at all times.

This arrangement will be supported by the employees to ensure continuous operations.

All employees will co-operate in reduced changeover times by advising planning and staging of future work requirements through use of work in process information.

2.7 Team Meeting Training Day

The hours accumulated each month under the twelve-hour shift roster will be utilised for team meetings or training purposes. A schedule will be published by June in each year.

All training will be consistent with MSDA's philosophy on professional learning and development. Training may also include workplace communication and team work issues.

2.7.1 Attendance

Team meeting training day attendance is in ordinary work time and any absence will be treated like other absences from rostered work time. Continuing absences will be subject to disciplinary action.

2.7.2 Schedule Changes

The training schedule may be varied by MSDA where production is interrupted by, for example:

Machine breakdowns;

Quality compliance issues;

Unavailability of product.

In such circumstances, employees will be given at least 48 hours notice of the requirement to attend training.

A night shift employee who is required to attend team meeting training during the day due to schedule changes will continue to receive the night shift allowance during such training.

2.7.3 Training Expectation

Employees will maintain their skill level to the pay level. Where skill levels are assessed below the pay level, the technician will provide a conscientious effort in and out normal hours to attain the skill level. To a maximum of 2 days.

2.8 Crib, Meal and Rest Breaks

Twelve-hour shift operation includes crib breaks of up to one hour comprising of two 15-minute and one 30-minute break.

Day work operation includes a 15-minute paid tea break and a 30 minute unpaid meal break.

Crib, meal and rest breaks will be managed by the team to be taken at times to ensure continuous production is maintained.

2.9 General Conditions

Where an employee is required by MSDA to wear a uniform, cap, coat, overall, or other item, will be provided, maintained and laundered at MSDA's expense.

Where the nature of work performed by employees necessitates suitable industrial clothing, including waterproof clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles, etc., will be supplied and paid for by MSDA and will remain the property of MSDA.

Information authorised by the AWU or the AWU delegate may be displayed on the MSDA notice boards located in the Packaging department.

An employee appointed by MSDA as:

A first aid attendant will be paid an allowance of \$10.80 per week.

An occupational first aider will be paid an allowance of \$21.20 per week.

2.10 Grievance Procedure

2.10.1 Procedures Relating to Grievances of Individual Employees:

The employee is to notify their immediate supervisor of the grievance and remedy sought.

A grievance must initially be dealt with as close to its source as possible.

Grievances are to be resolved by the following steps:

Step 1 - Discussion between the employee and the Packaging Engineering Manager. Then if not resolved:

Step 2 - Discussion with the Packaging Manager. Then if not resolved:

Step 3 - Discussion with the Operations Manager - or their nominee. Then if not resolved:

Step 4 - Accessing the Industrial dispute procedure in 2.10.2.

Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussion, if the matter has not been resolved, the manager is to provide a response to the employee's grievance including reasons for not implementing any proposed solution.

While a procedure is being followed, normal work must continue.

The employee may be represented by the AWU of employees or other representative at any stage of discussion which the employee is to arrange to be present at the meeting.

2.10.2 Procedures Relating to Dispute etc. Between MSDA and Their Employees

A question, dispute or difficulty must initially be dealt with as close to its source as possible under the Grievance procedure.

If no resolution can be found to the question, dispute or difficulty, the matter may be referred by any party or the representative of any party to the dispute, to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

At any stage MSDA may be represented by an industrial organisation of employers or an advocate of its choice and the employees may be represented by the AWU or advocate of their choice.

While the procedure is being followed, normal work must continue.

2.10.3 Personnel Assistance

During the grievance procedure Human Resources will be available to assist with discussions if required.

2.10.4 Record

A record of the issues, requests, responses and outcomes at each step in the procedure is to be made and kept by MSDA. A copy of the record is to be given to the employee.

3.0 Remuneration

3.1 Salary

Salary covers all aspects of the work including working times, continuous operation (refer 2.6) and environment. Salary is annualised according to rostered ordinary monthly hours. Salary is set out in Part B, Monetary Rates.

Training - Technicians will maintain their skill level to their pay level. Where skill levels are assessed below the pay level, the technician will provide a conscientious effort in and out normal hours to maximum of 2 days to attain the skill level.

3.2 Single-Time Hourly Rate (SHR)

The single-time hourly rate (SHR) for annualised salary (refer Part B) will be calculated using the following formula:

$$\text{SHR} = \frac{\text{Base Salary}}{365.25} \times \frac{7}{38}$$

3.3 No Extra Claims

The AWU and employees bound by this agreement will not pursue any extra claims for the life of the agreement, including increases arising from any decisions from the Industrial Relations Commission of New South Wales.

3.4 Hospital and Health Insurance Cover

MSDA will provide to all Packaging Process Technicians fully funded hospital health insurance from Medibank Private. The VIP Blue Ribbon Hospital Cover insurance will cover the employee, their partner, children and dependent students under twenty-five years of age. It will be the responsibility of the employee to pay the annual excess.

3.5 Review

Base salary will be reviewed by MSDA annually with any increase to take effect from the beginning of the first full pay period on or after 1st April of each year. This will be at the average of the last three (3)

calendar years CPI for Sydney (Capital City) as published by the Australian Bureau of Statistics or 2.6% which ever is greater.

3.6 Performance Bonus

A zero (0) to 3.4% variable bonus will be paid based on meeting performance criteria.

Measurement of Performance - To provide for an effective measure of working arrangements the following guidelines will be utilised and will be available for employees to review and discuss with their appropriate management or employee representative.

- Line Performance Graph
- Quality Measures, Atypicals, Customer Complaints
- Cost of Rework
- Absenteeism/Attendance
- Documentation performance
- Safety Accident/Incident Levels
- Line/Labour Efficiency

The process to link wage increases and productivity with measures such as above will be reviewed during the period of the agreement through the Consultative Forum.

3.7 Shift Allowance

An allowance of 30% of base salary is paid for ordinary hours worked on night shift.

3.8 Additional Hours Payments

An employee required to work on their non-rostered day will be paid at a rate of time and a half for the first two hours and double time thereafter.

Time worked between 7pm Saturday and 7pm Sunday will be paid at the rate of double time. The employees commit to make every effort that this overtime will be covered by trained and experienced employees capable of running the line efficiently and effectively. A shift worked on Sunday, as an overtime shift will be paid at 100% penalty rate i.e. double time.

An employee required to work on a public holiday will be paid at a rate of double time and a half.

3.9 Public Holidays

Work on public holidays in 4.1 is paid at double time and a half the single time rate. If a holiday falls when an employee is rostered on duty and the employee is requested to work, then the employee will be paid at the rate of double time and one half, without deduction from their total annual entitlement.

3.10 Call Back

An employee recalled to work overtime after leaving MSDA's premises will be paid for the time worked or for a minimum of four hours work at normal overtime rates for non-rostered.

An additional payment of kilometres traveled to and from MSDA will be paid at the Australian Taxation Office rate. This rate is subject to variance without notice based on the rate published by the Australian Taxation Office (ATO). Payment will be capped to a maximum of 400 kilometres.

3.11 Annual Leave Loading

When annual leave is taken the employee will receive a loading of seventeen and a half per cent of base salary or the shift allowance, which ever is the greater.

3.12 Sick Leave Loading

The shift allowance in 3.7 will be paid when absent on sick and family leave.

3.13 Shift Supervision Allowance

The allowance in 6.3 will be paid pro rata by the day for shift supervision in the absence of a facilitator.

3.14 Time and Payment of Salary

Salary is paid by direct deposit. Payment will be made on a fortnightly basis.

3.15 Superannuation

MSDA will contribute as per superannuation scheme towards the MSD Australia Superannuation Plan effective from the commencement date of employment. Superannuation salary is your salary for ordinary time worked plus 50% of any performance bonus received. The Plan provides death and disability cover as well as retirement benefits. Personal contributions to the Superannuation Plan are voluntary. The employee is able to alter their contributions on 1st January or 1st July each year.

3.16 Deduction of Union Membership Fees

MSDA will deduct Union membership fees from the pay of any employee who is a member of the union in accordance with the union's rules for the employee who has authorised the employer to make such deductions.

Monies deducted from employee's pay will be forwarded to the union forthwith together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts.

4.0. Leave

4.1 Public Holidays

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, any days proclaimed and generally observed as public holidays throughout the State of New South Wales and MSDA Picnic Day will be public holidays for the purpose of this agreement.

All holidays falling on a usual working day will be counted as time worked and paid for as such.

"Holiday" for employees on night shift means the day on which the majority of ordinary hours of the shift are worked.

An employee who without reasonable cause is absent without leave on the working day immediately preceding or the working day immediately following a holiday will not be entitled to payment for such holiday.

Subject to this clause, the employee will be credited with a total of 83.6 hours payment at ordinary time for holidays in each calendar year, or on a pro-rata basis for part of a calendar year, equivalent to 7.6 hours payment at ordinary time in respect of 11 holidays ("total annual entitlement").

The treatment of holidays will be as follows:

If a holiday falls when an employee is rostered on duty and the employee not be required to work, then the employee will have that day off without loss of ordinary pay, and 12 hours will be deducted from their total annual entitlement in respect of the day off.

If a holiday falls when an employee is rostered off duty, then the employee will have no deduction from their total annual entitlement in respect thereof, and where the employee has sufficient total annual

entitlement, the employee may elect to take time off of one 12 hour day at a time mutually agreed with MSDA within 6 months of the holiday occurring, in which case 12 hours will then be deducted from the total annual entitlement.

MSDA will make reasonable efforts to manage the arrangements in this clause such that the number of hours deducted from the employee's total annual entitlement under such arrangements does not exceed their total annual entitlement. In the event such deductions do exceed the total annual entitlement, the employee will not owe MSDA hours or payment in lieu.

4.2 Annual Leave

Annual leave is 4 weeks per annum at the ordinary rate of pay.

4.3 Sick Leave

Sick leave is 76 hours a year. The qualifying period on commencement of employment is 3 months during which sick leave is not paid until the end of the qualifying period if the employee continues in employment. Untaken sick leave accumulates. Notice of absence must be given to the Packaging Facilitator in charge for the day or shift by telephone before the start time of work. If required, sick leave claims must be substantiated by a medical certificate from a qualified medical doctor stating the nature of the illness, the estimated duration of the absence and that in the doctor's opinion the employee is unfit for work.

An employee may provide after two days absence a statutory declaration as evidence of sickness instead of a doctor's certificate if the employee is unable to consult a doctor.

The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to compensation under the *Workers' Compensation Act 1987* (as amended).

4.4 Personal/Carer's Leave

An employee may be granted personal leave from their sick and annual leave entitlements to care for partners and immediate family members living with them within their household who are sick, or otherwise as agreed with MSDA.

An employee may elect, with the consent of MSDA, to work "make-up time", by which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

Proof of the need for Personal/Carer's leave is to be by a medical certificate or Statutory Declaration.

4.5 Bereavement/Compassionate Leave

Bereavement leave is under MSDA policy:

Up to 5 consecutive days on the death of a member of the employee's direct family.

Direct family is defined as spouse, de facto spouse, child, step or foster child, parents.

Up to three (3) days for other relatives. Other relatives are defined as parents-in-law, grandparents, sister, brother, being part of the employees' household.

Where the death occurs outside Australia, proof of travel must be provided.

An employee who needs time off for bereavement/compassionate leave should discuss their request with their immediate manager. The manager must give consideration to all relevant facts including work requirements and the urgency of the reason.

4.6 Parental Leave

Adoption, maternity and paternity leave are in accordance with Chapter 2 Part 4 of the *Industrial Relations Act 1996 NSW*.

4.7 Jury Service

The employee must advise MSDA immediately of notice for jury service. The difference between the amount received for jury service and the employee's ordinary pay for working time missed is to be made up by MSDA.

4.8 Long Service Leave

Long service leave is 2 months after 10 years service at the ordinary rate of pay in accordance with the *Long Service Leave Act 1955 NSW*. Scheduling of leave is determined between the employee and their manager.

5.0. Job Security

5.1 Anti-Discrimination

It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, transgender identity, age and responsibilities as a carer.

An employee will not be discriminated against for union membership or non-membership of a union.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in the Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

Any conduct or act which is specifically exempted from anti-discrimination legislation;

Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

5.2 Termination of Employment

5.2.1 Notice

Employment may be terminated by either party with one week's notice or payment or forfeiture in lieu of notice during probation or by one month's notice or payment of forfeiture after probation.

5.2.2 Over 45

If the employee is over 45 years of age and completed at least 2 years continuous employment with MSDA the period of notice is increased by one week.

5.2.3 Serious Misconduct

MSDA retains the right to summarily dismiss without notice the employee for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require MSDA to continue the employment of the employee during the notice period.

If the employee claims the dismissal is harsh, unreasonable or unjust the employee may apply to the Industrial Relations Commissions of NSW for the claim to be dealt with under the *Industrial Relations Act* 1996 NSW.

5.2.4 Redundancy

5.2.4.1 Notice

In the event of redundancy, that is MSDA no longer requires the work to be done by anyone, MSDA Guidelines will apply whereby the employee will be advised as soon as practicable after a definite decision is made by MSDA and given as much notice as possible. A copy of the notice will be forwarded to the employee's union. Notice of termination of employment will be under 5.2 Termination of Employment other than for technological change when the period of notice will be 3 months.

5.2.4.2 Severance Pay

Severance pay will be at the rate of 4 weeks (20 days) per annum at the employee's normal rate of pay for continuous service with MSDA up to a maximum of 78 weeks (390 days).

6.0. Part B - Monetary Rates

6.1 Level 8 and 9 Packaging Technicians

Packaging Process Technicians starting base rate will be \$51,000 per annum. Contractors that are converted to full employment with more than 1 year (12 months) experience will have a starting base of \$53,400 per annum. These amounts will be increased as in 3.5

Salary increase from 1 April 2005 and bonus will be as determined in 3.5 and 3.6

Note The rate of pay set out hereabove the arbitrated Safety Net Adjustments payable under the May 2004 Safety Net Review - Wage Decisions of the National Wage Bench. Such arbitrated Safety Net Adjustments have been offset against the equivalent amount in rates of pay received by the employees whose wage and conditions of employment are, and will be, regulated by the Agreement, which are above the wage rates prescribed in the relevant Award. To this extent, any National Wage Case Decision handed down during the currency of this Agreement shall likewise be offset against the increases provided under this Agreement.

6.2 Level 10 Line Setter

This agreement also covers level 10 Line Setter.

Salary increase from 1 April 2005 and bonus will be as determined in 3.5 and 3.6

6.3 Shift Supervision Allowance

The allowance for shift supervision in the absence of the facilitator in 3.13 is \$90 per week paid pro rata by the day.

SIGNATURES

For and on behalf of the Process Technicians - Packaging by their representatives

_____ Signed	_____ Signed
_____ Name in Full	_____ Name in Full
_____ Address	_____ Address
_____ Contact Telephone Number	_____ Contact Telephone Number
_____ Date	_____ Date
_____ Signed	_____ Signed
_____ Name in Full	_____ Name in Full
_____ Address	_____ Address
_____ Contact Telephone Number	_____ Contact Telephone Number
_____ Date	_____ Date

For and on behalf of the Australian Workers' Union, New South Wales Branch, but is duly authorised representative.

Signed

Name in Full (printed)

Position

Date

For and on behalf of Merck Sharp & Dohme (Australia) Pty. Limited

ANB 20 091 388 500

Signed

Name in Full (printed)

Position

Date

Witness

The signatures of the parties to this Agreement were:

Witnessed by

Witness Name in Full (printed)

of

Witness Address