

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/264

**TITLE: Merck Sharp & Dohme (Australia) Pty Limited Packaging Operators Agreement 2004**

**I.R.C. NO:** IRC4/4122

**DATE APPROVED/COMMENCEMENT:** 27 July 2004

**TERM:** 23

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/87

**GAZETTAL REFERENCE:** 8 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed as Packaging Operators by Merck Sharp & Dohme (Australia) Pty Limited, 54-68 Ferndell Street, South Granville, NSW 2142, who fall within the coverage of the Drug Factories (State) Award

**PARTIES:** Merck Sharp & Dohme (Australia) Pty Limited -&- the Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales

# MERCK SHARP & DOHME (AUSTRALIA) PTY LIMITED PACKAGING OPERATORS AGREEMENT - 2004

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**PART A**

**TERMS**

**1.0 Application**

1.1 Title

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

1.2 Parties

This Agreement is made pursuant to the *Industrial Relations Act 1996* (NSW), between Merck Sharp & Dohme (Australia) Pty. Limited ABN 20 091 388 500 (MSDA) and employees employed as Packaging Operators (the employees) and the Australian Workers' Union, Greater New South Wales Branch (the AWU) and the Shop Distributive & Allied Employees Association, New South Wales (SDA) (the unions).

1.3 Date of Operation

This Agreement will operate from the beginning of the first full pay period to commence on after the date of approval by the commission and remain in force until 30 June 2006.

1.3.1 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 voting. 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.

### 1.3.2 Temporary Transfer

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

### 1.3.3 New Employee

An explanation of this Agreement will be given by MSDA before employment. Signing the contract of employment acknowledges acceptance of this Agreement.

## 1.4 Location

This Agreement is to apply to the employees employed by MSDA at 54 - 68 Ferndell Street, South Granville, NSW 2142.

## 1.5 Intention

This Agreement rescinds and replaces the Merck Sharp & Dohme (Australia) Pty Limited Packaging Operation Enterprise Agreement 2001 and formalises the working arrangements between Packaging Operators 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 Operators at six (6) and provide seamless shift change.

## 1.6 Relationship with Award

This Agreement will replace the Drug Factories (State) Award. Where this Agreement is silent on a relevant matter, the award will apply.

## 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* (NSW).

It will continue to apply after the nominal period until one of the parties gives notice to the other of termination of this Agreement.

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 Union Right of Entry

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

## 1.10 Union Delegates

Upon notification to MSDA by the AWU and the SDA the two delegates of each union will be recognised as the accredited employee representatives of the unions.

## 2.0 Employment

### 2.1 Definitions

Packaging Operator means an operator engaged in coding, label verification and/ or packaging of human health pharmaceutical products.

Night Shift means a 12-hour shift in 2.5.2

Day Shift means a 12-hour shift in 2.5.2

Day work refer to 2.5.3

### 2.2 Employment

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

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

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

Accountabilities may be changed from time to time after consultation and agreement 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.

### 2.3 Flexibility

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

### 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 in 2.9.1 without disruption to work.

MSDA will establish a consultative forum(s) consisting of MSDA and employee and union delegates to address matters affecting its efficiency and productivity (including enhancements, position descriptions, remuneration matrix and career path) as needed.

### 2.5 Hours

#### 2.5.1 Ordinary Hours

The ordinary hours of employment will be 38 per week averaged over a year.

#### 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, in 2.5.

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.

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.

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.

Spread of hours will be between 6.50pm Sunday to 7pm the following Saturday inclusive or otherwise as agreed in writing.

Shift changes

#### 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 learning requirements. Once the requirements are met the employee will revert to their previous shift cycle.

In the event that the number of employees required for the temporary change is insufficient, MSDA will seek agreement through consultation in 2.4. Failing agreement the matter may be dealt with in accordance with the disputes procedure in 2.9.2.

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 day shift.

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

#### 2.5.2.2 Permanent Shift Changes for Existing Shifts

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.

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 as much notice as possible.

In the event that insufficient employees agree to alterations to shifts to meet the operational requirements MSDA will seek agreement through consultation in 2.4. Failing agreement the matter may be dealt with in accordance with the disputes procedure in 2.9.2.

### 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 in 2.4 on a modified roster to meet operational and business requirements

### 2.5.3 Day Work

Employees employed at the commencement of this Agreement on day work will continue to work in accordance with their existing arrangement, or otherwise as agreed, which MSDA will confirm in writing to the employee.

New employees employed to work day work will work 7.6 ordinary hours per day five days a week or otherwise as agreed, with breaks in 2.7.

Spread of day work hours will be between 6.50am Monday to 7pm Friday inclusive or otherwise as agreed in writing.

Team days Day workers will attend team days during their ordinary hours.

### 2.5.4 Team day

Time accumulated each week under the twelve-hour shift roster in 2.5.2 will be only utilised for 6 scheduled team days a year.

Learning will be consistent with MSDA's philosophy on professional learning and development.

Schedule of the 6 team days for the year will be published in June each year. The team days will be for communications, team development and learning only.

Attendance on team day 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.

## 2.6 Continuous Operations

### Expectation

For the paid breaks in 2.7 the expectation is 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, if possible the team may continue for up to 20 minutes at overtime rates to complete the batch so that product changeover times are reduced.

### Changeovers

To ensure smooth and productive changeovers at the start and end of shifts, and effective resolution of any trouble shooting required at the end of a shift, the employee must ensure seamless changeover by overlapping of shifts.

### Work requirements

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.

### Handover

Where a line is operating continuously on 24-hour operation, the handover is to be made to the incoming employee so as to ensure continuous operation in 2.5.2.

## 2.7 Crib, Meal and Rest Breaks

### Self-management

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

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.

## 2.8 General Conditions

### 2.8.1 Clothing

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

### 2.8.2 Protective Clothing

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., it will be supplied and paid for by MSDA and will remain the property of MSDA.

### 2.8.3 Notice Boards

Information authorised by the unions or the union delegates may be displayed on the MSDA notice boards located in the Packaging department.

## 2.9 Grievance Procedure

### 2.9.1 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 Facilitator. 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 2.9.2.

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, status quo will remain.

The employee may be represented by the employee's union or other representative at any stage of discussion whom the employee is to arrange for their representative to be present at the meeting.



#### 2.9.2 Procedures Relating to Dispute etc. Between MSDA and 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, SDA or advocate of their choice.

While the procedure is being followed, status quo will remain.

#### 2.9.3 Personnel Assistance

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

#### 2.9.4 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.

#### 2.10 Measurement of Work Arrangements

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

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 in 2.4.

### **3.0. Remuneration**

#### 3.1 Wages

Wage rates are set out in Part B.

There will be consultation during the period of the agreement to review the wage matrix process and the requirements for levels. This will commence in the first Team Meeting after the approval by the Industrial Relations Commission of New South Wales.

### 3.2 Single-Time Hourly Rate (SHR)

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

$$\text{SHR} = \frac{\text{Base Wage in Part B}}{52} \times \frac{1}{38}$$

### 3.3 No Extra Claims

The unions, employer and employees bound by this agreement will not pursue any extra claims for the life of the agreement, except where consistent with the wage case principles of the Australian Industrial Commission or the Industrial Relations Commission of New South Wales.

### 3.4 Hospital and Health Insurance Cover

MSDA will provide to all Packaging Operators 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 Annual Review

Wages 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 done with consultation and negotiation with employee representatives and union delegates, including having regard to 3 factors being CPI, productivity and market movements. The increase will be no less than any increase payable in the previous twelve months under the provisions of the Drug Factories (State) Award for the equivalent classification.

### 3.6 Shift Allowance

A night shift in 2.5.2 allowance of 30% of base wage in Part B is paid for ordinary hours worked.

The shift allowance will be paid when absent on sick leave in 4.3.

### 3.7 Overtime

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 in 4.1 will be paid at a rate of double time and a half.

### 3.8 Public Holidays

Work on a public holiday in 4.1 when rostered on duty is paid at double time and a half time rate in 3.2, without deduction from their total annual entitlement in 4.1.

### 3.9 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 the rate of time and a half for the first 2 hours and double time there after.

An additional payment of kilometres travelled 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.

### 3.10 Annual Leave Loading

During any period of annual leave an employee will receive a loading of 17.5% or the shift allowance the employee would have received if the employee had not been on leave, whichever is the greater, calculated on the rates of pay in 3.1.

### 3.11 Time and Payment of Wages

Wages will be paid fortnightly on the same day each fortnight, and on the day before such day where it falls on a public holiday in 4.1.

### 3.12 Superannuation

MSDA will contribute 10% of the employee's superannuation salary towards the MSD Australia Superannuation Plan effective from the commencement date of employment. Superannuation salary is the 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.

### 3.13 Allowances

#### First-Aid

An employee appointed by MSDA as:

a first-aid attendant; or

an occupational first aider

will be paid an allowance as set out in Part B.

### 3.14 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 MSDA 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.

### 3.15 Supported Wage System for Workers with Disabilities

Refer to the Drug Factories Award (State) Clause 5

## **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 a 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.

Absence before or after holidays

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").

Treatment of holidays for 12 hour shift workers

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 152 hours per annum at the ordinary rate of pay.

See *Annual Holidays Act 1944*.

#### 4.3 Sick Leave

Sick leave is 76 hours a year.

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.

Medical Certificates 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.

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

Workers Compensation 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

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

An employee may be granted personal leave from their sick and annual leave entitlements to care for partners and immediate family members or is part of the 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.

#### 4.5 Bereavement/Compassionate Leave

Bereavement leave is:

Up to five (5) consecutive days, within 1 calendar week, on the death of a member of the employee's direct family. Direct family means spouse, de facto spouse, child, step or foster child, parents.

Up to three (3) consecutive days for other relatives. Other relatives means parents -in-law, grandparents, sister, brother, or other relatives 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 payable after 10 years continuous service 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 fulfilment 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 agreement 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.

#### NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 5.2 Termination of Employment

### 5.2.1 Notice

During probation employment may be terminated by either party with one week's notice or payment or forfeiture in lieu of notice. After probation by one month's notice or payment or forfeiture in lieu of notice as follows:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

### 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 by MSDA 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 willful 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 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. An outline of the package and support details will also be communicated to the employee's union.

Notice of termination of employment will be under 5.2.1 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, and pro-rata for each completed month, at the employee's normal rate of pay for continuous service with MSDA up to a maximum of 78 weeks (390 days).

Normal rate of pay means the average of the employee's Remuneration in 3.1, 3.2 and Part B and the shift allowance in 3.6 for the 12 months prior to the date of termination.

## PART B

### MONETARY RATES

#### 2004 Base Salaries Annualised

Packaging Operators	12 Hour	8 Hour
Entry	40,791	34,896
Dependent	42,077	35,992
Independent	43,359	37,092
Support	44,442	38,019
Mastery	47,676	40,779
Expert	50,702	43,335

#### Allowances

Appointed First-Aid Attendant	\$10.80 per week
Appointed Occupational First-Aider	\$21.20 per week

### SIGNATURES

For and on behalf of the Packaging Operators by their representatives

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Yogs Naidco  
Name in Full

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Christopher Page  
Name in Full

\_\_\_\_\_  
Address  
9715 9885  
\_\_\_\_\_  
Contact Telephone Number  
1 July 2004  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
MSD  
\_\_\_\_\_  
Contact Telephone Number  
1 July 04  
\_\_\_\_\_  
Date

Witness

The Signature of the parties to this Agreement were:

\_\_\_\_\_  
Witnessed by  
Tim McCarthy  
\_\_\_\_\_  
Witness Name in Full (printed)  
GPO Box 1472,  
\_\_\_\_\_  
of  
Sydney 2001  
\_\_\_\_\_  
Witness Address

For and on behalf of the Packaging Operators by their representatives

\_\_\_\_\_  
Signed  
Alan Brazell  
\_\_\_\_\_  
Name in Full  
31 Thistleton Drive, Burrill Lake 2539  
\_\_\_\_\_  
Address  
4454 0706  
\_\_\_\_\_  
Contact Telephone Number  
2 July 04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed  
Elaine Robertson  
\_\_\_\_\_  
Name in Full  
\_\_\_\_\_  
Address  
9795 9500  
\_\_\_\_\_  
Contact Telephone Number  
5 July 04  
\_\_\_\_\_  
Date

Witness

The signatures of the parties to this Agreement were:

\_\_\_\_\_  
Witness by  
Stephen Michael  
\_\_\_\_\_  
Witness Name in Full (printed)  
\_\_\_\_\_  
of  
28 Anderson Ave, Panania  
\_\_\_\_\_  
Witness Address



For and on behalf of the Australian Workers Union, Greater New South Wales Branch, by it's duly authorised

\_\_\_\_\_  
Signed

Nick Allen

Name in Full (printed)

A/Asst Branch Secretary

Position

7 July 04

Date

Witness

The signatures of the parties to this Agreement were:

\_\_\_\_\_  
Witnessed by

Rachel Flouskas

Witness Name in Full (printed)

16-20 Good Street

of

Granville NSW 2142

Witness Address

For and on behalf of the Shops Distributive & Allied Employees Association, New South Wales, by it's duly authorised representative.

\_\_\_\_\_  
Signed

Greg Donnelly

Name in Full (printed)

Secretary - Treasurer

Position

12 July 04

Date

Witness

The signatures of the parties to this Agreement were

\_\_\_\_\_  
Witnessed by

Bernard

Witness Name in Full (printed)

Level 3, 8 Quay St

of

Haymarket NSW 2000  
Witness Address

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

\_\_\_\_\_  
Signed

Scott W Morphet  
Name in Full (printed)

Operations Manager - Packagin  
Position

1 July 04  
Date

Witness

The signatures of the parties to this Agreement were:

\_\_\_\_\_  
Witnessed by

Tim McCarthy  
Witness Name in Full (printed)

GPO Box 1472  
of

Sydney NSW 2001  
Witness Address