

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/190

TITLE: Merck Sharp & Dohme (Australia) Pty Limited Site Services Technicians Enterprise Agreement 2005

I.R.C. NO: IRC5/2979

DATE APPROVED/COMMENCEMENT: 11 July 2005 / 4 May 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 12 August 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Merck, Sharp & Dohme (Australia) Pty Limited, located at 54-68 Ferndell Street, South Granville NSW 2142, engaged as Site Services Technicians, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Merck Sharp & Dohme (Australia) Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

MERCK SHARP & DOHME (AUSTRALIA) PTY LIMITED SITE SERVICES TECHNICIANS ENTERPRISE AGREEMENT 2005

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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 Site Services Technicians Enterprise Agreement 2005.

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 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (the AMWU).

1.3 Location

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

1.4 Intention

This Agreement formalises the working arrangements between Site Services Technicians and MSDA to reward effectively applied skills. Applied skills are those skills as agreed between the employee and the manager from time to time and set out in position descriptions.

This Agreement also acknowledges that all employees covered by this Agreement, regardless of union or non-union membership, have participated in an agreement process to produce conditions to work collaboratively and build trust and harmonious working relationships.

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

Any employees, who have been identified at the commencement of the agreement to continue to work in accordance with their existing arrangements, or otherwise as agreed, will have these conditions confirmed in writing by MSDA. Any new facilitative arrangement in the award and introduced as a result of the award simplification case, shall not be used during the life of this agreement, except by agreement between the company and the union party to this agreement.

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 from the beginning of the first full pay period to commence on or after the date of signing.

1.6.1 Existing Site Services Employee

An explanation of this Agreement by MSDA and at least 14 full days will be given to all existing Site Services Technicians to consider this Agreement before signing. There will be discussion between MSDA and the employees on any queries or concerns.

1.6.2 Temporary Transfer

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

1.6.3 New Site Services Technicians

A Site Services Technician commencing employment with MSDA after the date on which this agreement comes into operation will be employed in accordance with the terms of this agreement.

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

1.7 Period of Agreement

This Agreement is to remain in force for a period of two years 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.

1.8 Duress

No party entered into this Agreement under duress.

1.9 Right of Entry

See Chapter 5 Part 7 *Industrial Relations Act 1996* (the Act).

The current practice will continue: Union officials and representatives should give prior notice to Human Resources of their visit and reason for the visit and report at the Gate House to the Security Officer who will require the official or representative to produce their authority or accreditation to the Security Officer, or such other person nominated by the employer.

The Security Officer will then request permission from the Human Resources Manager, or MMD Director, or their delegate, for the Union official or representative to enter the Plant.

As a matter of general policy, save as permitted by the Act and otherwise only in exceptional circumstances as agreed between MSDA and the Union official or representative concerned, upon reasonable notice in advance, Union officials and representatives will be required to limit their visits to employees to meal breaks or other non-working times.

1.10 Union Representatives

Two Union representatives from Site Services, upon notification to MSDA, will be recognised as the accredited representative and co-representative of the AMWU.

With prior management approval, which will not be unreasonably withheld, no more than one Union representative may, at any one time, during normal business hours:

- Meet with members

- Conduct Union business relevant to MSDA

- Attend Union meetings

- Discuss their Enterprise Agreement

- Accompany an employee in the Grievance Procedure, as per clause 2.11.

The two representatives may participate in trade union training for a maximum period not to exceed six days, in total, per year, with at least four weeks prior notice to management.

The manager will not refuse any reasonable request. It is not reasonable to approve requests when approval prevents urgent or scheduled maintenance to equipment supporting production or where the time occupied is excessive preventing the scheduled work from being completed. If work coverage is required at any time the person(s) required will leave the meeting or the meeting will be suspended for the work to be completed.

2.0. Employment

2.1 Definitions

Site Services Technician means a person engaged in the operation of utilities and Site Services equipment including trouble shooting and maintenance of utilities and Site Services equipment, buildings and grounds to support the manufacture of human health pharmaceutical products.

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 working at MSDA 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 their position (outcomes) as set out in the employee's position description which may be changed from time to time, after consultation and with agreement, as defined in clause 2.5, 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, as assigned and directed by the Site Services Facilitators and/or Site Services & Utility Engineer. If agreement cannot be met, clause 2.11 (disputes procedure) of disagreement will take place

Work is to be performed safely, effectively, economically, efficiently and as, how and when directed, according to the priority determined by the manager.

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

2.3 Flexibility

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

MSDA will consider requests by the employee for time off, with make up time, for personal reasons. The time off with make up time arrangement must be agreed in advance with the manager. The agreement must be for a specified period and made in writing.

2.4 Performance Measures

The employees commit to work together and with management to improve processes and planning workloads to increase productivity and agree on measures of performance for future negotiations.

2.5 Consultation

The employee is to be consulted by MSDA on matters which affect the employee at the workplace. MSDA will consider the position and interests of the employee and discuss concerns and options with the employee and their union where request by the employee, before a decision is made. Any grievance or conflict is to be resolved through the grievance procedure, refer 2.11, without disruption to work. MSDA will consult with the employee to address matters affecting efficiency and productivity, including enhancements, position descriptions, training and development.

During the life of the agreement, the parties agree to establish an appropriate ongoing consultative forum.

2.6 Hours

2.6.1 Ordinary Hours

The ordinary hours of employment will be 38 per week.

Additional hours, up to 12 hours per month, are included in base salary. See 3.9 Additional Hours Payments.

Reasonable overtime will be worked to meet business needs.

2.6.2 Shift Work

Future growth of the company or business needs may require coverage over 24 hours, Monday to Sunday inclusive. If shift work is required in the future, this will be negotiated with the employees affected in accordance with 2.5 Consultation.

2.6.3 Day Work Commencing and Finishing Times

Day work commencing time will be 7.15 am and finishing time will be 3.21 pm, or otherwise as agreed in advance.

The spread of normal working hours will be between 6am to 6pm Monday to Friday inclusive or otherwise as agreed. Starting and finishing times may be staggered within this spread of hours to provide flexibility to the company and the employee if the coverage of the work is adequate for the business needs. This must be pre-approved in consultation between the employees and the manager.

2.7 Morning Tea and Meal Breaks

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

Tea and meal breaks will be managed by the team to be taken at times to ensure support for continuous production.

2.8 Continuous Operations

See 2.6.2 Shift work.

2.9 Learning and Development

Employee development plans (EDP) will be developed for each employee for continuous development of their knowledge, skills, attitudes and behaviours for present and planned future positions at MSDA.

2.10 General Conditions

2.10.1 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.

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

2.10.3 Notice Boards

Information authorised by the AMWU, or the AMWU delegate, may be displayed on the MSDA notice boards located in the Engineering work shop and MMD Canteen

2.10.4 Tools

A basic toolkit to be carried around for work will be provided by MSDA for Site Service's Technicians. Specialised tools will be provided by MSDA for Site Services common use and kept in the workshop.

Reasonable explanation will be required for lost tools.

Schedules of basic tool kits are set out in Appendix A.

2.11 Grievance Procedure

2.11.1 Procedures Relating to Grievances of Individual Employee:

The employee is to notify their immediate supervisor of the grievance, the reason for 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 Site Services Facilitator. Then if not resolved:
- Step 2: Discussion with the Site Services & Utilities Engineer. Then if not resolved:
- Step 3: Discussion with the Maintenance Support Manager - or the Engineering and Logistics Manager, or their nominees. Then if not resolved:
- Step 4: Accessing the Industrial Dispute procedure in 2.11.2.

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 accompanied by a representative of the AMWU, or other representative, at any stage of discussion at the employee arrangement.

2.11.2 Procedures Relating to Industrial 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 AMWU, or advocate of their choice.

While the procedure is being followed, normal work must continue. i.e. the status quo shall remain in affect until dispute is resolved.

2.11.3 Personnel Assistance

During the Grievance Procedure Human Resources will be available to assist with discussions, if required.

2.11.4 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 instigating the grievance.

3.0. Remuneration

3.1 Salary

Salary covers all aspects of the work of Site Service Technicians defined in 2.1, including working times, conditions and environment. Salary is annualised and covers additional hours required in 3.9 for normal monthly hours. Salary is set out in Section 6 Part B, Monetary Rates.

3.2 Single-Time Hourly Rate (SHR)

The single-time hourly rate (SHR) for annualised salary (refer Section 6 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 AMWU, employer and employees bound by this agreement will not pursue any extra claims for the life of the agreement, including increases arising from any decisions of the Industrial Relations Commission of New South Wales.

3.4 Hospital and Health Insurance Cover

MSDA will provide to all Site Services Technicians fully funded hospital health insurance from Medibank Private. The VIP Blue Ribbon Hospital Cover insurance will cover the employee, their partner and 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

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. Salary increases are subject to satisfactory performance based on meeting agreed annual objectives, productivity and other relevant matters.

For the first year of the agreement, the merit component of the Annual Review will be a minimum of 1.5% or CPI*, whichever is the greatest. For the second year of the agreement the greater of 2.6% or CPI* merit will be provided. A variable component will also be based on individual performance and position in grade.

* CPI will be defined as the CPI for the Sydney (Capital City) as published by the Australian Bureau of Statistics

During the life of the agreement, the parties commit to work collaboratively on the determination of productivity improvements, measures and standards for future annual review negotiations.

3.6 Performance Bonus

All employees will participate in the MSDA Performance Management Process. MSDA will conduct mid year and end of year performance reviews for all employees and if an employee meets the agreed annual objectives, MSDA will award an annual performance bonus.

3.7 Salary Guarantee

Where an employee's salary at the time of signing this agreement is greater than that set out in the schedule in 6 of this agreement, their salary will be maintained and increases applied annually in accordance with section 3.5 taking into account market rates for the position and position in the grade.

3.8 Shift Allowance

An allowance of 25% of base salary for afternoon shift and 30% of base salary for night shift is paid for ordinary hours worked on shifts.

3.9 Additional Hours Payments

Inclusive in the salary is payment for 12 hours per month of additional hours. The employee will be expected to work these additional hours, as required, for the completion of tasks or to stay back for a breakdown and will not be entitled to payment for up to 12 hours per month. If all work is completed in the ordinary hours of the working day there will be no requirement to work additional hours that day.

If an employee works back for more than one hour, by agreement with the manager, the employee will be paid at single time rate, as calculated in 3.2, for the time after the first hour.

If during the normal working days of the month, the employee works more than 12 hours to complete tasks or breakdowns the employee will be paid at single time rate, as calculated in 3.2, for all hours worked after the 12 additional hours included in the annual salary calculation in 3.1.

All overtime that is agreed in advance with the manager for a future normal work day will be paid at single time rate as calculated in 3.2.

An employee required to work on a day, other than a normal work day for Site Services Technicians, will be paid as follows:

Time worked between midnight Friday and midnight Saturday will be paid at a rate of time and a half of single-time as calculated in 3.2 for the first two hours and double of single time thereafter as calculated in 3.2

Time worked between midnight Saturday and midnight Sunday will be paid at the rate of double single time as calculated in 3.2.

Base salary is inclusive of tea money payment, therefore there is no additional payment for tea money when overtime is worked.

3.10 Public Holidays

Work on public holidays in 4.1 is paid at double time and a half the single-time rate.

3.11 Call Back

Maintenance support is required for 24 hour seven day operation. The employee will commit, where possible, to meet the need to support after hour breakdowns.

MSDA agrees to work with employees to achieve the business needs whilst at the same time providing flexibility.

Where an employee is recalled to MSDA they will be paid a minimum of 4 hours: Two (2) hours at time and a half, then double time there after for Monday to Saturday and four (4) hours at double time for Sunday.

The payment time is defined as "door to door" time which compensates the employee from the time they leave their home until the time they return to their home due to attending a call out at MSDA. The authorising supervisor must verify any claim for payment.

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 per claim. Where an employee does not have access to a vehicle to attend a call back, the transport cost to MSDA and from MSDA to home will be met by MSDA.

It is important that employees who attend call outs have a rest period before returning to normal duties. Wherever reasonably practicable, an employee who attends a call-out will take a ten (10) hour break before returning to their normal daily work duties.

If there is a business need agreed with the Facilitator which requires the individual to start work with less than the above mentioned rest period (for example urgent work and resource coverage) then the individual will take their rest period as soon as is practicable, or receive overtime payment at the rate of double time until the completion of the work. The decision to start work with less than the above mentioned rest will be the employee's, taking into consideration personal safety in returning to work early.

3.12 Annual Leave Loading

When annual leave due is taken, the employee will receive a loading of seventeen and a half per cent of base salary.

3.13 Time and Payment of Salary

Salary is paid by direct deposit by the 25th of each month.

3.14 Superannuation

MSDA will contribute superannuation in accordance with the MSDA Superannuation Plan in operation from time to time. Superannuation salary is salary as set out in Section 6, Part B, Monetary Rates, 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.

3.15 First aid allowances

An employee appointed by MSDA as:

A first aid attendant or

An occupational first aider

will be paid an allowance as set out in Section 6.3.

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 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.

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 an additional day for the purposes of Company Picnic Day will be public holidays for the purpose of this agreement. The Union Picnic Day will be taken on the day nominated as the Company Picnic Day.

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

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.

4.2 Annual Leave

Annual leave is 4 weeks per annum at the ordinary rate of pay in accordance with the *Annual Holidays Act 1944 NSW*.

4.3 Sick Leave

Sick leave is 76 hours a year. On commencement of employment the qualifying period for paid sick leave is 3 months. Any sick leave taken during the first 3 months of employment will be unpaid. Untaken sick leave accumulates. Notice of absence must be given to the Site Services Facilitator in charge for the day by telephone, before the start time of work, where practical.

Sick leave of more than two consecutive days absence, including days either side of a weekend or public holiday, 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 a statutory declaration as evidence of sickness, instead of a doctor's certificate, if the employee is unable to consult a doctor.

The Company reserves the right to request medical certificates for all single day absences in excess of 76 hours a year.

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 will be granted personal/carer's 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 in 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, as the sole carer at the time of the leave, is to be by a medical certificate or statutory declaration if more than two days is required.

4.5 Bereavement/Compassionate Leave

Bereavement leave is paid leave of:

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, foster or adopted child, parents.

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

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

An employee who needs additional time off for overseas travel for bereavement/compassionate leave should discuss their request with the manager. The manager must give consideration to all relevant facts, including work requirements, and the urgency of the employee to attend to family matters.

4.6 Parental Leave

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

(a) Paid Parental Leave

- I. Permanent Employees who satisfy the definition of 'primary care giver' below, at the time of the birth and have had thirty-six (36) months continuous permanent service with MSDA prior to taking parental leave are entitled to six (6) weeks Paid Parental Leave per pregnancy or adoption, to be paid in continuous periods from the time when parental leave begins.

'Primary Care Givers' are those defined as having primary responsibility for taking care of the child, on a full-time basis. Practically speaking this is usually the mother, but can be extended to the father where they become the primary care giver. For the purpose of this definition only one parent can be the primary care giver at any given time.

- II. Full-time employees can choose to receive this at the full-time rate for six (6) weeks or at a part-time rate for twelve (12) weeks. Payment is based on the employee's base pay. MSDA Health insurance continues to be paid by MSDA whilst employees are on any period of parental leave (paid or unpaid). Payment cannot be made in advance or in a lump sum and will be paid to the employee in accordance with clause 3.13 Time and Payment of Salary.
- III. Please note if employees choose to resign whilst on parental leave or within twenty four (24) months of returning to work after receiving paid parental leave as outlined within (c)(I) they will be required to pay back the monies they received at a pro-rated rate. That is, if they have returned from parental leave for 12 months they will be required to pay back half the money they have received, and subsequent pro rata until the expiration of the full twenty four (24) months. In order to receive this repayment MSDA may subtract any amounts owing from the employee's final pay. If the final pay does not cover the entire amount owing the individual must provide the remaining amount in the form of a cheque payable to MSDA. By applying for Paid Parental Leave the employee agrees to these terms and conditions.
- IV. Employees are also entitled to take accrued Sick Leave (subject to point 7(i)) Annual Leave or Long Service Leave as at the time Parental Leave Commences, in addition to the provisions for Paid Parental Leave as above, provided the total period of leave does not exceed fifty-two (52) weeks and the period of leave must be completed before the child's first birthday. For payroll administration purposes this leave must also be taken in continuous periods from the time when the leave begins.
- V. Any unused portion of the Paid Parental Leave cannot be banked or preserved in any way.

- (b) Requests for Parental Leave (paid and unpaid, including maternity, paternity and adoption leave) must be submitted to an employees manager no later than ten (10) weeks prior to the expected delivery date and accompanied by a medical certificate containing the expected birth date. If parental leave is requested to begin more than six (6) weeks before the expected delivery date, the employee must notify their manager four (4) weeks before the first day of requested leave.

- (c) A period of up to one (1) week unpaid leave at the time of the birth or adoption is available to the non-primary care giver. Non-primary care givers can also use accrued Sick Leave entitlements accrued as at the time the Parental Leave commences (subject to point 7(i)) for a maximum of one (1) week at the time of the birth.
- (d) Continuity of service is maintained during the period of Parental Leave (paid or unpaid) but Annual, Long Service and Sick Leave benefits do not accrue during these periods.
- (e) Death and disability cover remains in place during the time the Employee is on Parental Leave.
- (f) Employees can use accrued Sick Leave to attend doctor's appointments prior to the birth of the child.
- (g) An employee can also choose to use up to six weeks of any accrued Sick Leave during their Parental Leave subject to (C)(IV), however the employee must have at least 10 days Sick Leave available when they return from Parental Leave. The employee must complete the relevant Leave forms.
- (h) If any public holidays fall within the Paid Parental Leave period or sick leave period, this does not extend the Paid Parental Leave.

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 the manager.

5.0. Job Security

5.1 Anti-Discrimination

Anti-Discrimination issues must be processed under the grievance procedure in 2.11.

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, religion, political beliefs 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

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 or forfeiture in lieu of notice after probation.

5.2.2 Over 45

If the employee is over 45 years of age and has 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 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 a MSDA employee, MSDA Guidelines will apply whereby the employee will be consulted, refer 2.5, and 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 5.2.1 & 5.2.2 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 M08, M09 and M10 Site Services Technicians

Salary increases from 1 April each year are subject to satisfactory individual and team performance of the Site Services Technician based on meeting agreed performance, productivity and other relevant matters as described in clause 3.5 Annual Review.

Salaries in excess of this base rate will be paid in accordance with clause 3.7 Salary Guarantee.

6.2 Entry Rate

Site Services Technicians annual base salary entry rate will be as follows:

Areas covered	Grade	Entry
HVAC Instrument and Refrigeration Technician	M08	\$52,500
Mechanical Process Technician	M09	\$50,000
Engineering Technician	M10	\$45,750

Entry rate will be reviewed at Annual Review.

6.3 First Aid

First Aid Attendant will be paid an allowance of \$10.80 per week.

Occupational First Aider will be paid an allowance of \$21.20 per week.

7.0. Appendix A

7.1 Basic tool kit for the HVAC Technicians refer 2.10.4.

Description	Size
Adjustable wrench	100 mm
Adjustable wrench	150 mm
Adjustable wrench	200 mm
Pipe wrench straight	200 mm
Adjustable grips insulated	240 mm
Vice grip curved jaw	225 mm
Plier universal insulated	180 mm
Plier side cutters insulated	180 mm
Plier long nose insulated	180 mm
Plier type crimping tool	215 mm
Pliers wire stripper insulated	160 mm
Hacksaw frame	300 mm
Square try & mitre	200 mm
Screw driver set insulated	11 piece
Jeweller screwdriver set	6 piece
Hammer ball	350 gr
Soft Faced hammer	450 gr
Chisel cold straight	12 mm
Centre punch round	3 mm
Punch pin set long	9 pieces
Tape measuring ultra lock	5 m x 13 mm
Ruler steel	300 mm
Compasses carpenters winged	300 mm
Feeler gauges	100 mm 20 blade

Spanner set metric ring	7 pieces
Spanner set imperial ring	7 pieces
Spanner set combination metric	7 pieces
Spanner set combination imperial	7 pieces
Allen key set metric	10 pieces
Allen key set imperial	10 pieces
File set	10 piece
Multi meter Fluke with leads	787 series

7.2 Basic tool kit for the Mechanical Technicians refer 2.10.4.

Description	Size
Adjustable wrench	150 mm
Adjustable wrench	200 mm
Adjustable wrench	300 mm
Pipe wrench straight	200 mm
Multi grips	240 mm
Vice grip curved jaw	225 mm
Plier universal insulated	180 mm
Plier diagonal insulated	180 mm
Plier long nose insulated	180 mm
Plier snap ring internal straight	180 mm
Plier snap ring external straight	175 mm
Snips compound straight	250 mm
Hacksaw frame	300 mm
Square try & mitre	200 mm
Screw driver set mech	13 piece
Hammer ball	900 gr
Hammer ball	350 gr
Soft Faced hammer	450 gr
Chisel cold straight	19 mm
Centre punch round	3 mm
Centre punch round	10 mm
Punch pin set long	9 pieces
Tape ultra lock	5 m x 13 mm
Ruler steel	300 mm
Caliper Vernier	300 mm
Compasses carpenters winged	300 mm
Feeler gauges	100 mm 20 blade
Spanner set metric ring	10 pieces
Spanner set imperial ring	10 pieces
Spanner set combination metric	14 pieces
Spanner set combination imperial	14 pieces
Allen key set metric	10 pieces
Allen key set Imperial	10 pieces
File set	10 piece

8.0. Signatures

Signed for and on behalf of the Site Services Technicians - by their representatives

Signature

Signature

Name in full (PRINTED)

Name in full (PRINTED)

Date

Date

Witness

The signatures of the parties to this Agreement were witnessed by:

Witness Signature

Witness Signature

Witness Name in full (PRINTED)

Witness Name in full (PRINTED)

Signed for and on behalf of the Automative, Food, Metals, Engineering, Printing and Kindred Union, New South Wales Branch, (AMWU) by it's duly authorised representative.

Signature

Name in full (PRINTED)

Date

Witness

The signature of AMWU party to this Agreement was witnessed by:

Signature

Name in full (PRINTED)

Date

DateSigned for and on behalf of Merck Sharp & Dohme (Australia) Pty. Limited (MSDA)
ABN 20 091 388 500

Signature

Roger Alec Dowding
Name in full (PRINTED)

Date

Witness

The signature of the MSDA party to this Agreement was witnessed by:

Witness Signature

S. M. Twist

Witness Name in full (PRINTED)

Maintenance Support Manager
Position