

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/17

TITLE: **Steric Pty Ltd Enterprise Agreement 2004**

I.R.C. NO: IRC4/6018

DATE APPROVED/COMMENCEMENT: 28 October 2004 / 16 August 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/266.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Steric Pty Ltd, located at 33-61 Malta Street Villawood, NSW 2163 who fall within the coverage of the Grocery Products Manufacturing (State) Award.

PARTIES: Steric Pty. Ltd. -&- the National Union of Workers, New South Wales Branch

STERIC PTY LTD ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the " STERIC PTY. LTD ENTERPRISE AGREEMENT 2004".

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This agreement is arranged as follows:

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PART 1

PURPOSE

1.1 Intention

This is a single site agreement which has been developed through a process of consultation and reflects a commitment to achieving a flexible and more competitive enterprise.

Our intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

Representatives of both management and employee stakeholders will review and oversee the implementation of this agreement.

1.2 Duress

This agreement was not entered into under duress by any party to it.

1.3 Incidence

This agreement shall be binding upon;

- (a) The operations of Steric Pty Ltd (hereinafter referred to as "the company") at 33-61 Malta Street, Villawood NSW 2163 in respect of employees covered by the classifications contained within this agreement.
- (b) The National Union of Workers, New South Wales Branch (hereinafter referred to as "the union") on behalf of employees of Steric Pty Ltd. (hereafter referred to as "employee(s)") who are members of the union or eligible to be members of the union employed at 33-61 Malta Street Villawood NSW 2163, and at remote locations as required from time to time to meet the contractual obligations of the company.

1.4 Date and Period of Operation

This agreement shall operate from 16th August 2004 and shall remain in force until 16th August 2006.

1.5 No Extra Claims

The parties agree that no extra claims, including wage or allowance increases, shall be granted or claimed, other than those contained or provided herein for the duration of this agreement except leave reserved on all forced redundancies, to be negotiated.

1.6 Redundancy

Leave Reserved on all future redundancies to be negotiated.

1.7 Previous Workplace Agreements

This agreement rescinds and replaces all previous workplace agreements (including the Steric Pty Ltd Certified Agreement 1998 and 2002) relating to conditions of employment, written or practice whether certified or by notice.

1.8 Application of the Grocery Manufacturing Products (State) Award

This agreement shall be read and interpreted in conjunction with the Grocery Manufacturing Products (State) Award provided that where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

1.9 Objectives of the Agreement

This Agreement represents a comprehensive agreement covering the terms and conditions of employment for employees of the company. In entering into this Agreement the parties are committed to implementing workplace reform which includes the following factors:

- (i) The identification of best practice standards in the key areas of the operations, the establishment of measures of performance to achieve best practice in these areas and the implementation of workplace reform based around these best practice standards.
- (ii) A work organisation which leads to a more flexible, efficient and responsive company.
- (iii) The development of a continuous improvement process based on customer focus throughout the company.

With these factors in place, the parties are committed to achieving the following objectives:

Future investment opportunities;

Substantial productivity improvement;

Continuity of work and long-term profitability for the company;

Benefits to all employees of the company.

The Workplace Consultative Committee will monitor these objectives and foster a positive approach to productivity and quality improvement amongst management, supervisors and employees.

1.10 Workplace Consultative Committee

The parties to this agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the company and to enhance the career opportunities and job security of employees.

The company shall establish a consultative mechanism and procedures appropriate to the needs for consultation and negotiation on matters affecting efficiency, productivity and training.

Workplace Consultative Committee

- (i) at least 50% employer/employee representation; and
- (ii) at least one senior management representative.

Management and the employees will jointly determine the size of the Committee, except that there will be no fewer than four members. The maximum number of representatives on the committee will be ten.

The appointment of management representatives will be determined by management and the election/appointment of employee representatives will be determined by the employees.

In the determination of employee representatives on the committee, consideration shall be given to:

- the number of distinct operations at the workplace;
- shift arrangements;
- ethnic mix within the organisation.

The committee, once established, may invite persons to attend specific meetings.

The following matters shall form the basis for the work of the committee and will seek to reach agreement on the matters and make recommendations to senior management/employees who will take account of the views and the deliberations of the committee;

- (i) to implement the agreement in the workplace;
- (ii) to review the implications and/or impact of the provisions of the agreement on the company/employees;
- (iii) to consider the introduction of new or revised work methods or work arrangements;
- (iv) to give consideration to the impact of technological change and other significant changes in the organization or workplace, with regard to;

number of employees, job specifications and skill base

acquisition of new skills and additional training requirements

to assess proposed changes in product and/or production for possible impacts on work methods or work arrangements, employment and skill requirement.

To consider other matters raised by the workplace consultative committee members which impact on the company or employees, or which contribute to the improved operation and efficiency of the enterprise.

The committee shall meet at least every two months, unless the committee determines that it shall meet on a more frequent basis.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated to each member of the committee within one week of the meeting, and verified by committee members prior to the next meeting. The minutes shall be placed on notice boards throughout the organization after verification for information of employees.

1.11 Negotiation of Subsequent Agreement

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least three (3) months prior to the nominal expiry date of this agreement.

1.12 Employee Notice Board

The company shall erect a notice board in a suitable position in the factory for the purpose of posting any notice in connection with meetings or other business of the employees and/or the company for which the posting of such notices are required.

PART 2

TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Equal Employment Opportunity

The company is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

2.2 Statement of Engagement

Prior to commencement of employment, employees will be provided with a statement of engagement encompassing a job description which sets out the basic terms and conditions of employment. The duly signed copy by the employee shall be returned to the company prior to commencement.

2.3 Engagement

Permanent

Except for casual and/or part-time employees, engagement shall be by the week.

Part-Time Employees

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days of hours worked by permanent employees. A part-time employee shall be paid a pro rata proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a pro rata basis. A part time employee's regular days and hours may be altered by the company provided the said employee has been given reasonable notice in writing of the company's intention to change such hours.

Casual Employees

Casual employees shall mean an employee who is paid as such and engaged by the hour.

Casual employees shall be required to work and paid a minimum of four hours on each engagement.

A casual employee, in addition to the hourly rate calculated in accordance with this agreement, shall be paid twenty per cent (20%) which shall be inclusive of the annual leave entitlement pursuant to the *Annual Holidays Act 1944*.

Labor Hire Agency Employees

From time to time to meet operational requirements and demand, the company may deem it necessary to engage the service of labor hire agency employees to supplement the company's existing workforce. Such employees are not intended to replace company employees or reduce earning levels. Labor hire agency employees shall only be engaged in busy periods to assist in completion of urgent work or to reduce excessive workloads on employees. Agency employees shall be engaged in accordance with the terms of this Agreement, including the agreement rates of pay.

2.4 Probationary Period

A probationary period of three months will apply to all new permanent and part-time employees. During this period the employee's performance will be monitored and the employee will be advised regularly of their performance outcomes. Following the probation period the employee will be further advised in writing as to the continuation of employment, such continuation being dependant on the employee obtaining an acceptable standard of performance. Employees who serve three months continuously as a casual shall not have to serve a further probationary period as a permanent.

2.5 Termination of Employment

In order to terminate the employment of an employee (except for casual employees) the company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Not more than one year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks

The period of notice is increased by one week if the employee is over 45 years of age and has completed at least two years' continuous service with the company.
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The notice of termination required to be given by an employee shall be the same as that required of the company, except that there shall be no additional notice based on the age of the employee concerned.

Provided further by mutual arrangement between the parties, employees after having been given or have given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

2.6 Summary Dismissal

Notwithstanding the provisions of clauses 2.4 and 2.5 the company shall have the right to dismiss any employee without notice for serious misconduct, which justifies instant dismissal which may include but is not limited to, refusal of duty or failure to obey the company's Food Safety Programme, OH&S Act and associated regulations in which case the employee shall be paid up to the time of dismissal only.

2.7 Abandonment of Employment

An employment who is absent from work for three (3) consecutive working days or more without the consent of the company and who has not made contact with the company or their supervisor shall be deemed to have abandoned their employment and shall be terminated and paid entitlements up to and including the last day worked.

2.8 Continuity of Employment

The purpose of this clause is to ensure the continual viability of the company and the security of employment of all employees.

Notwithstanding anything elsewhere contained in this agreement the company shall have the right to deduct payment for any day or part of the day an employee cannot be usefully employed because of any strike or through any breakdown in plant and machinery or any stoppage of work or any cause for which the company cannot be held responsible.

An employee may make application to the company for leave for any time the employee is stood down due to any breakdown in plant or machinery. Such leave shall be deducted from the employees Annual Leave entitlements.

No leave shall be granted due to strike action or any stoppage of work for which the company cannot reasonably be held responsible.

2.9 Introduction of Change

Duty to Notify

Where the company has made a definite decision in accordance with this agreement to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the company shall notify the union and the employees who may be affected by the proposed changes.

"Significant effects" includes termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of the number of hours to be worked, the need for retaining or transfer of employees to other work, and the restructuring of jobs.

Duty to Discuss Change

The company shall discuss with the employees affected and if requested the union to which they belong, the introduction of the changes referred to above, the effects the changes are likely to have on

employees and measure to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/ or the union in relation to the changes.

The discussion shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in this clause but shall not prevent the company from making such changes prior to the discussion if the company considers that a delay in making the changes would have an adverse effect on the viability of the company.

For the purpose of such discussion, the company shall provide to the employees concerned and if requested the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the company shall not be required to disclose confidential information which may include financial information the disclosure of which would adversely affect the company.

2.10 Security/Health Checks

The company reserves the right to conduct security/health checks on all employees required to work in certain security and/or health and hygiene sensitive areas.

PART 3

GRADES STRUCTURE, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Company Induction

At the commencement of employment each employee shall be inducted into the company. The following areas shall be covered within each level of the skills structure.

Information about the company

Conditions of employment

Security requirements

Introduction to supervisors and fellow workers

Work and documentation procedures

Work and personal hygiene requirements

Occupational Health and Safety policy

Equal Employment Opportunity policy

3.2 Grades Structure

The parties are committed to modernising the terms of the Agreement so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in employee development.

In making this commitment the parties accept the Grades structure descriptions are broadly based and generic in nature. Employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

It is generally understood and agreed that the principles of a Grades Structure may from time to time require an employee to perform a task or function for which he/she has been trained within a higher

Grade, although the employee may not have all the competencies at that higher grade. This situation should be considered as the training phase for progression to a higher Grade.

If a person performs higher grade functions for a week or more, that person shall be entitled to the higher rate of pay for the time worked.

A position at a higher grade must be available and the employee required to perform the functions of that position, before being appointed to that higher grade. This should not deter persons from gaining qualifications ready for the next available position.

To meet the specific needs of the organization or work group, the grades structure outlined herein may be varied from time to time following consultation between the parties involved.

Further, the parties agree to assess employees covered by this agreement within the first six months of its term with a view to upgrading individuals who should be at a higher level.

Wage rates for the following grades are set out in SCHEDULE "A" of this agreement.

GRADE	SKILLS AND TRAINING
1	<p>A new employee appointed by the company to this classification may be employed for up to three (3) months for the purpose of training and development, to attain the requisite skills of Grade 2.</p> <p>An employee at this level may be undertaking induction to gain an understanding of company policy, basic housekeeping, a basic understanding of HACCP and GMP and safety procedures.</p> <p>The employee shall perform routine duties under direction supervision.</p>
2	<p>An employee appointed to this grade shall perform routine duties essentially of a manual nature and to the level of their training.</p> <p>Packing product manually and/or using semi-automatic equipment, and general cleaning.</p> <p>Exercises judgement and discretion within the scope of this grade.</p> <p>Works under regular, direct supervision.</p> <p>Training to progress to Operator entry level and operate forklift truck</p> <p>Operates basic equipment or machines.</p> <p>Demonstrates established procedures to assist in the training of other employees in conjunction with supervisory staff.</p>
3	<p>An employee appointed to this classification may be required to perform any of the duties of a Grade 1 or Grade 2 employee for which they are trained.</p> <p>An employee, employed at this grade:</p> <ol style="list-style-type: none"> 1. Shall have a good understanding of HACCP/GMP. 2. Exercises skills attained through completion of recognised in house or external training. 3. Exercises judgement and discretion within the scope of this grade. 4. Understands and performs basic quality assurance controls and may perform simple testing of product to ascertain conformity with established standards. 5. Works under routine supervision and may be part of a work unit. 6. Demonstrates established procedures to assist in the training of other employees, in conjunction with Supervisory staff. 7. Knowledge of raw or finished product for conformity with established standards. 8. Basic Stop/Starting procedures. 9. Operates designated machinery to the level of their training including forklift truck.

4	<p>An employee appointed to this classification may be required to perform any of the duties of Grade 1 or Grade 2 employee or Grade 3 operator/bottles for which they are trained;</p> <p>An employee, employed at this grade:</p> <ol style="list-style-type: none"> 1. May hold or be undertaking training for industry recognised qualifications. 2. Exercises skills attained through completion of recognised in house or external training. 3. Exercises judgement and discretion within the scope of this grade. 4. Understands and maintains quality assurance controls. 5. Demonstrates skills to assist in the training of other employees, in conjunction with Supervisory staff. 6. Works under minimum supervision and may be part of a work unit. 7. Inspects raw or finished product for conformity with established standards. 8. Carry out start/stop/shut down procedures. 9. Has a basic working knowledge of the equipment used on the job. 10. Undertakes training to progress to Operator level 2. 11. Carry out simple recording functions including basic statistical control records.
5	<p>An employee appointed to this Grade may perform any of the duties of a Grade 1 or Grade 2 employee, Grade 3 Operator/Bottles or Grade 4 Operator for which they are trained. An employee employed at this grade;</p> <ol style="list-style-type: none"> 1. Holds industry and/or company recognised qualifications and experience. 2. Exercises skills attained through completion of recognised in house or external training. 3. Exercises sound judgement and discretion within the scope of this grade. 4. Understands and implements quality assurance controls, to ascertain conformity with established operational standards. 5. Assist in the provision of training to other employees, in conjunction with Supervisors. 6. Provides guidance and assistance related to production requirements to other employees. 7. Works under minimal supervision and may be a unit leader, or supervise the work of lower graded employees. 8. Demonstrates good interpersonal and communication skills. 9. Performs routine maintenance and trouble shooting on machines within the level of skill and competence of the employee. 10. Has a specific working knowledge of the equipment used no the job. 11. Ensures equipment is correctly maintained in accordance with recognised procedures. <p>Maintains process controls.</p>
6	<p>An employee appointed to this Grade may perform any of the duties of a Grade 1 or Grade 2 employee, Grade 3 Operator/Bottles or Grade 4 Operator or Grade 5 Operator/Bottles for which they are trained. A Grade 6 employee works above and beyond a lower level employee and to their level of training.</p> <p>An employee employed at this grade;</p> <ol style="list-style-type: none"> 1. Holds industry and/or company recognised qualifications and experience. 2. Exercises skills attained through completion of recognised in house or external training. 3. Exercises sound judgement and discretion within the scope of this grade. 4. Understands and implements quality assurance controls to ascertain conformity with established operational standards. 5. Assist in the provision of training to other employees in conjunction with

	<p>Supervisors.</p> <p>6. Provides guidance and assistance related to production requirements to other employees.</p> <p>7. Works under minimal supervision and may be a unit leader, or supervise the work of lower graded employees.</p> <p>8. Demonstrates good interpersonal and communication skills.</p> <p>9. Performs routine maintenance and trouble shooting on machines or forklift truck within the level of skill and competence of the employee</p> <p>10. Has a specific working knowledge of the equipment used on the job.</p> <p>11. Ensures equipment is correctly maintained in accordance with recognised procedures.</p> <p>12. Maintains process controls.</p> <p>13. Carry out batching of all food products using batch sheets and SOP's.</p> <p>14. Operate forklift truck, loading and unloading using a packing list.</p> <p>15. Able to inspect products and/or materials for conformity with established operational standards.</p>
7	<p>An employee appointed to this Grade may perform any of the duties of a Grade 1 or Grade 2 employee, Grade 3 Operator/Bottles or Grade 4 Operator or Grade 5 Operator/Bottles or Grade 6 Batchers/Forklift for which they are trained. A Grade 7 employee works above and beyond Grade 6 and to their level of training.</p>
	<p>An employee employed at this grade;</p> <p>Exercises the skills attained through satisfactory completion of training prescribed for this Grade, subject to the standards agreed by the company.</p> <p>Exercises discretion within the scope of this grade.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Understands and implements quality control techniques.</p> <p>Provides guidance and assistance as part of a work team.</p> <p>Exercises greater skills relevant to the specific requirements of the enterprise at a Grade higher than Grade 6.</p> <p>Provides training to other employees.</p>
8	<p>An employee appointed to this Grade may perform any of the duties of a Grade 1 or Grade 2 employee, Grade 3 Operator/Bottles or Grade 4 Operator or Grade 5 Operator/Bottles, Grade 6 or Grade 7 Batchers/Forklift for which they are trained. A Grade 7 employee works above and beyond Grade 7 and to their level of training. Operation of a ronchi machine.</p> <p>An employee employed at this grade;</p> <p>Exercises the skills attained through satisfactory completion of training prescribed for this Grade, subject to the standards agreed by the company.</p> <p>Exercises discretion within the scope of this grade.</p> <p>Works without supervision either individually or in a team environment.</p> <p>Fully understands and implements quality control techniques.</p> <p>Has production and process knowledge beyond that of lower Grade Employees.</p> <p>Exercises greater skills relevant to the specific requirements of the enterprise at a Grade higher than Grade 7.</p> <p>Provides training to other employees.</p>

3.3 Skills Matrix/Job Models

The indicative task and skills and training requirements of employees covered by this agreement are contained in the attached Skills Matrix/Job Models.

It is agreed that the Skills Matrix/Job Model document may be varied from time to time by the company to meet changes in operational requirements or the introduction of new or altered processes or products.

3.4 Organization Structure

The company will organise employees into work teams which may encompass more than one machine or process.

Each team will be responsible for organising its own scheduling, stocktakes, quality control and production adherence. Job rotation and recommending employees to undertake additional training will be the responsibility of each team.

To implement a team environment within the company, employees will need to be trained in, defining team principles, people behaviour, and responsibilities and authority within the team.

3.5 Skills Development

The company recognises that appropriate training and development is critical for all employees. Training will be directed towards developing a highly skilled and productive work force, and a supportive working environment designed to broaden an employee's skills base.

Every employee will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the organization and the financial constraints of the company.

The company will endeavour to provide employees with career opportunities through appropriate training and education. Training programmes will be structured to meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with the standards determined by the National Training Board.

Employees may be required to perform work which, while primarily involving the skills of the employee's function, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task.

3.6 Training Programmes

The Workplace Consultative Committee shall develop training programmes with the assistance of management and/or consultants consistent with;

The current and future skill needs of the organization identified by the company.

The special needs of the employees within the organization.

The need to develop vocational skills including literacy and numeracy.

These programmes may be conducted by in-house trainers, including on-the-job instruction and/or external accredited educational institutions and/or providers.

3.7 Training Leave

Where it is determined by the company that an employee shall undertake additional training or attend training seminars the employee shall undertake such training or attend such seminar. Provided that if the training or attendance is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The company shall endeavour to schedule training programmes during ordinary working hours, however, if such training or attendance at seminars are conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course or seminar.

All other training undertaken outside ordinary working hours will be without pay.

3.8 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of a company approved training course or seminar shall be reimbursed by the company upon production of evidence of such expenditure. Provided that reimbursement shall for training courses shall be on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to text books but may be varied by approval of the company.

PART 4

WAGES AND ALLOWANCES

4.1 Remuneration

The minimum weekly rates of pay for employees covered by this agreement are those specified in SCHEDULE "A". The rates specified are exclusive of any allowance provided for in this agreement.

4.2 Wage Increases

There shall be a \$30.00 per week wage increase from 16th August 2004 and further \$15.00 wage increase per week as from 16th August 2005.

4.3 Payment of Wages

Wages shall be paid weekly by Electronic Funds Transfer into the employee's bank account of their choice, subject to the limitations of the company payroll system. The availability of such funds will be dependent on the individual financial institutions policies and transfer systems.

4.4 Shift Allowance

A shift worker shall be paid in addition to the ordinary time for each shift Monday to Friday, a shift allowance in accordance with the allowance contained in SCHEDULE "A". No shift allowance shall be payable in addition to ordinary time on a Saturday or Sunday whereas an employee shall be entitled to weekend penalty rates.

4.5 Meal Allowance

An employee required to work overtime for more than two (2) hours after his/her ordinary ceasing time and who has not been notified on the immediately preceding working day that he or she would be required to work such overtime, shall be paid an allowance as set out in SCHEDULE "A".

Provided that where the company provides a suitable meal for the employees, no allowance shall be payable.

4.6 Private Motor Vehicle Allowance

An employee, who by agreement is required to use his/her own motor vehicle on company business shall be paid an allowance in accordance with SCHEDULE "A" for each kilometre travelled.

4.7 First Aid Allowance

The company shall provide and maintain suitable first-aid outfits in accordance with the Occupational Health & Safety (First-Aid) Regulations, which shall be available to employees and where practicable, qualified first-aid persons shall be appointed by the company.

An employee so appointed for first -aid duties shall be paid an allowance contained in SCHEDULE "A".

PART 5
HOURS OF WORK

5.1 Ordinary Hours of Work

The company has always had flexible arrangements with the work force in relation to working hours. The provisions of this clause are designed to provide employees and the company with options to make flexible time a benefit to all parties and not just a selected minority. The company's great strength has been the flexible work arrangements with employees and this is encouraged to increase and improve productivity.

The ordinary working hours of full-time employees shall be an average of thirty eight (38) hours per week to be worked continuously, except for meal breaks, Monday to Friday with no more than ten (10) hours worked on any one day.

5.2 Spread of Hours

The ordinary working hours prescribed in this agreement shall be between the hours of 6.00 am and 6.00 pm on any day or all days of the week, Monday to Friday.

5.3 Normal Day Work Hours

Generally normal ordinary hours of work will be 7.30 am to 4.00 pm. The normal ordinary hours of work may be changed by mutual agreement between the company and the employee(s) concerned.

If it is deemed necessary for an employee to work ordinary hours outside the spread of hours contained in Clause 5.2 Spread of Hours, the employee shall be paid a fifteen per cent (15%) loading on all ordinary hours worked outside the spread of hours.

5.4 Shift Work

For the purposes of this clause the following definitions shall apply;

"Day Shift" means any shift commencing at or after 4.00 am and before 12.00 noon.

"Afternoon Shift" means any shift commencing at or after 12.00 noon and before 8.00 pm.

"Night Shift" means any shift commencing at or after 8.00 pm and before 4.00 am the following day.

"Roster Cycle" means the period taken for complete rotation of a shift roster system.

"Shift Worker" means an employee working on a two or more shift roster system during a roster cycle.

5.5 Shift Worker Conditions

The minimum penalty rate paid to any shift worker for work performed on Saturday shall be time and one half for the first two hours and double time thereafter and on Sunday shall be double time their ordinary time rate. Such extra rates shall be in substitution for and not cumulative upon the provisions of Clause 4.4 Shift Allowance.

Saturday and Sunday Work

All ordinary time worked on Saturday or Sunday shall be paid for at the rate prescribed by this clause.

Notwithstanding any other clause of this agreement a seven (7) day shift worker required to work overtime on Saturday and Sunday shall be paid at the rate of double time for all time worked.

5.6 Shift Roster System

It is agreed the company shall develop through consultation with employees a shift roster system which will meet the operational needs of the company and accommodate the family responsibilities and special needs of particular employees. The shift Roster System shall be in writing and may be any of the following:

Five day, either or twelve hour continuous rotating roster.

Seven day, eight or twelve hour continuous rotating roster.

Five or seven day, eight or twelve hour, one or two shift roster.

Seven day or twelve hour shift work will only be introduced following agreement between the majority or individual employee(s) concerned whichever the case may be.

A day worker may be required by mutual agreement to work shift work at short notice to meet operational requirements due to short term absences of a shift worker. An employee required to work shift work at short notice shall be paid in addition to ordinary time worked a shift allowance in accordance with Clause 4.4 Shift Allowance for each shift worked.

5.7 Overtime

Any hours worked in addition to the ordinary hours of work shall be deemed to be overtime.

The company may require an employee to work a reasonable amount of overtime. The amount of overtime worked may vary according to work loads and company needs.

Overtime worked shall be paid at the rate of time and one half for the first two (2) hours worked on any or all days, Monday to Saturday and double time thereafter.

Overtime worked on Sundays shall be paid at the rate of double time.

Overtime worked on a Public Holiday shall be paid at the rate of double time and one half which will be in substitution of, but not in addition to the provision of clause 6.7 Public Holidays.

An employee absent from duty on a Friday preceding rostered weekend overtime shall be removed from the overtime roster and the overtime re-allocated to another employee. If an employee is absent from duty on a Monday after working rostered weekend overtime shall be removed from the next weekend rostered overtime and the overtime re-allocated to another employee.

5.8 Recall for Overtime

An employee recalled to work overtime after leaving the place of work (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate overtime rate for each occasion the employee is so recalled. This clause shall not apply where it is customary for an employee to return to work to perform a specific job outside the employee's ordinary working hours.

5.9 Ten Hour Break

When overtime work is necessary it shall, wherever reasonably practical, be so arranged that the employee(s) has at least ten consecutive hours off duty between the finish of one ordinary shift and the commencement of the next ordinary shift.

An employee (other than a casual employee) who works so much overtime between the finish of ordinary work on one day and the commencement of ordinary work on the next day has not had at least ten consecutive hours off duty between those times shall subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

On the instructions of the company such employee resumes or continues work without having had ten consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked;

For the purpose of hanging shift rosters; or

Where a shift is worked by arrangement between the employees themselves; or

Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

5.10 Meal Breaks

An unpaid meal break of thirty (30) minutes during will be taken according to the dictates of work requirements, not less than three hours but no greater than five hours after the normal starting time of an employee. Employees may be required by the company to stagger meal break to maintain production and productivity.

A paid meal break(s) for shift workers shall be taken according to dictates of work requirements in accordance with the following;

Twelve (12) hour shift - 50 minutes

Ten (10) hour shift - 40 minutes

Eight (8) hour shift - 30 minutes

The company may require an employee to work during a meal break to monitor the process in his/her control in which case the employee shall be paid at the rate of time and one half for the period of the break not taken.

5.11 Overtime Meal Breaks

An employee required to work overtime for more than two (2) hours after or before the employee's ordinary ceasing or starting time shall be allowed a paid meal break of twenty (20) minutes at single time. A further twenty (20) minutes meal break at single time shall be taken if the employee works more than six hours overtime. The company may require an employee to work during meal breaks to monitor the process in the employee's control in which case the employee shall be paid at the rate of time and one half for the period of the break.

This provision does not apply where an employee is working a double shift to replace a shift worker who did not report for duty. In such case the employee shall have a meal break in accordance with clause 5.9 Meal Breaks.

5.12 Rest Pause

Ten minute rest pauses (Smoko Break) will be provided without loss of pay at a time nominated by the company. Rest pauses shall be taken to accommodate a situation whereas no employee shall be required to work more than three and one half hours without a break (i.e. one break in the morning and one break in the afternoon), including meal breaks. This provision may be altered by the company to meet production demands and may require employees to stagger such breaks. During such breaks production shall continue without stoppage.

5.13 Rostered Days Off (RDO's)

To be eligible for a Rostered Day Off (RDO) employees must work eight (8) ordinary hours per day or forty (4) ordinary hours per week with the additional time in excess of 7 hours 36 minutes per day or thirty eight (38) per week being aggregated for accrued (RDO) time which shall fall due after 19 ordinary work days or (152) ordinary hours.

The day off shall be on an agreed roster basis. The payment for the day off will be on the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, and other paid leave but shall not include workers' compensation, long service leave, unpaid sick leave or unpaid leave or annual leave.

The company shall prepare a roster of days to be taken off as RDO's which will always remain as a notice of advice. Where practicable the company will accommodate requests from employees to take particular days as RDO's to meet family responsibilities or other special requirements. RDO's shall not be rostered to coincide with a public holiday.

The company may elect not to roster RDO's in any short week or to reduce the incidence of RDO's.

The company, with the agreement of the relevant employee(s), may substitute the day an employee(s) is to take an RDO for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the company or in the event of an emergency situation.

An individual employee, with the agreement of the company, may substitute the day the employee is to take an RDO for another day within that cycle.

In the event of sickness occurring on pre-arranged RDO, no sick leave deductions will be made, however, the employee shall retain the paid RDO payment for that day.

No day or hourly allowances shall be paid on an RDO, but shift allowance shall be.

Overtime shall apply after eight (8) ordinary hours on any day or forty (40) hours in any week, when an employee is participating in the RDO system.

A day off on sick leave is one-fifth of a week or 7.6 hours.

Annual Leave, where the hours are arranged pursuant to this clause, shall be 20 lots of 7.6 hours (152 hours).

A public holiday will be one-fifth of a week or 7.6 hours.

There shall be 12 RDO shut down days for each calendar year, however, an employee who works each four week cycle shall still be entitled to an RDO for that four weeks where no annual leave is taken.

5.14 Changes to "Hours of Work"

The hours of work and the way in which work is scheduled may be changed by mutual agreement during the life of this agreement. Such agreement shall be in writing.

PART 6

LEAVE

6.1 Sick Leave

Employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration) be entitled to five (5) days' sick leave during the first year of service and ten (10) days' sick leave during the second and subsequent years of service on full pay.

Employees shall inform his/her immediate supervisor of such inability to attend for duty, where practical, within one (1) hour of the employee's normal commencement time.

Where the employee does not notify the company of the employee's inability to attend for duty in accordance with this clause the said employee shall not be entitled to payment for the first eight (8) hours of such absence.

Any portion of sick leave entitlement not taken in any one year, shall be cumulative from year to year.

Employees may cash in up to five (5) days at Christmas each year, as long as the employee retains at least ten (10) sick days and at least 5 days from the current year.

6.2 Carers/Family Leave

Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

An immediate family member is identified as follows:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person; or
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide basis; or
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph:
 - (i) "Relative" means a person relative by blood, marriage or affinity;
 - (ii) "Affinity" means a relationship that one spouse because of marriage has to look after relatives of the other; and
 - (iii) "Household" means a family group living in the same domestic dwelling. Leave granted in accordance with this clause shall be deducted from the employee's sick leave entitlement.

6.3 Annual Leave

Annual Leave shall be in accordance with the *Annual Holidays Act 1944*.

An Annual Leave Loading of seventeen and one half (17.5%) per cent will be paid in addition to Annual Leave paid to an employee. The loading shall be paid on Annual Leave entitlements only and not on accruals.

A shift worker may be paid the shift allowance entitlement in substitution for the Annual Leave Loading entitlement if the shift allowance amount is greater for the period of Annual Leave absence.

6.4 Long Service Leave

See *Long Service Leave Act 1955* as amended.

6.5 Bereavement Leave

Paid leave of three (3) days per occasion will be provided for the death of an immediate family member. The approval of such leave will be based on suitable proof being provided only if required by the company. An immediate family member is one defined in clause 6.2 Carers/Family Leave of this agreement.

6.6 Compassionate Leave

Paid/unpaid leave in excess of the provisions of clause 6.2 Carers/Family Leave and clause 6.5 Bereavement Leave of this agreement may be granted to assist in circumstances of death, serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the company.

6.7 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labor Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day. All permanent employees will be granted such holidays without deduction of pay.

All employees covered by this agreement shall be entitled to an additional public holiday (to be known as Steric Day). Such additional day can be taken at a time agreed between the company and the individual employee concerned. The timing of the additional day shall be subject to the dictates of work requirements as determined by the company.

The company may require an employee to work Public Holidays to meet workload needs.

An employee absent without leave on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday unless the company can be satisfied that the employee's absence was caused through illness or other valid reason. Such satisfaction may be obtained through production of a medical certificate or other evidence satisfactory to the company which may include a Statutory Declaration.

6.8 Jury Service

An employee required to attend for jury service during their ordinary working day shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have worked had they not been on jury service.

6.9 Parental Leave

Parental leave shall be in accordance with the provisions of the New South Wales *Industrial Relations Act 1996* Chapter 2 Part 4 Division 1 Sections 53-72. This includes Maternity Leave, Paternity Leave and Adoption Leave.

PART 7

COMPANY POLICY AND PROCEDURES

7.1 Avoidance of Disputes Procedure

To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns the following Resolution procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the dispute.

Resolution Procedure

Stage One

The employee with the issue or concern will discuss the matter with the employee's immediate supervisor.

The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's union representative and/or a third party observer, and after consideration (3 working days maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

Stage Two

In the event that the matter is still not being resolved it will be referred to the Production Manager or his/her representative who will convene a meeting with all the people previously involved in the matter to reconsider the issue or concern and the answers given thus far. All relevant facts shall be clearly recorded.

The same procedure as set out in Stage One will be adopted with all relevant facts being clearly recorded.

Stage Three

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

7.2 Disciplinary Procedures

Definitions

Unsatisfactory work performance is failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or unco-operative behaviour.

Unsatisfactory conduct is failure to observe company policies and procedures.

Unsatisfactory Work Performance or Conduct

The following steps shall apply for Disciplinary Action which falls into the category definitions of unsatisfactory work performance or unsatisfactory conduct.

Step 1 - Counselling/Verbal Warning

Where the employee is unable to offer a satisfactory explanation of his/her unsatisfactory behaviour, a verbal warning shall be given and a file note made as to date and time of warning and a brief explanation of the nature of the complaint. A review date may be established.

During the initial counselling session the presence of a third party observer or an employee representative is permitted if requested.

Step 2 - First Warning

If there is a repeat or continuance of the unsatisfactory work performance or conduct of the employee, a second warning shall be given and shall be in the form of a first written warning with a copy given to the employee. A third party observer or employee representative may be present if requested.

It should be made clear in the written warning what the unsatisfactory work performance or conduct is, and what is required to correct it.

Step 3 - Final Warning

If there is still no improvement in the performance or conduct of the employee a second and final written warning shall be given including an indication that failure to improve may result in termination of employment.

Step 4 - Termination

If the employee's performance or conduct still does not improve to an acceptable standard the employee's service shall be terminated.

If the employee requests a certificate of employment it shall be provided.

Serious Misconduct

As soon as an instance of serious misconduct comes to the attention of the company a full investigation of all circumstances surrounding the alleged misconduct shall occur and the employee concerned given the opportunity to present their defence or explanation of events. The following procedure shall be followed;

Step 1

Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record. Record all information received. A third party observer shall be invited if requested by the employee.

Step 2

If the investigation appears to substantiate the allegations, interview the employee(s) concerned with a third party present, if requested present. Ensure the employee is given clear details of the allegations and given the opportunity to explain or defend him/herself with the assistance of another person.

Step 3

If the employee's defence or explanation cannot be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination, the termination must be communicated to

the employee at the time of the termination. The termination for serious misconduct does not require notice or compensation in lieu of notice. Termination without notice must not proceed unless authorised by the Manager.

Step 4

If requested, the employee should also receive a certificate of employment detailing the period of service and nature of duties performed and a reason for termination.

7.3 Workers' Compensation

Workers' compensation shall be in accordance to the New South Wales "Workers Compensation Act, 1987" as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

7.4 Occupational Health and Safety

The parties agree and recognise the importance of safe working practices. To maintain a safe place of work and to encourage continued improvement in safe systems of work, policies and procedures will be established by the company through consultation with employees. The policies and procedures shall provide for the health and safety at work of all employees and visitors.

It is agreed that all employees will use and care for any equipment provided for health and safety purposes. This includes protective clothing and all personnel safety equipment.

Employees agree to assist the company to ensure that increased effort is made to improve the understanding and awareness of safety issues.

7.5 Protective Clothing Equipment

It is important that employees are provided with protective clothing and equipment to ensure personal safety, and to meet legislative requirements. The company shall provide, free of charge, such protective clothing and equipment.

Employees engaged in carrying out work for which protective equipment and/or clothing is required shall be obliged to use or wear such equipment as supplied.

The company shall provide standard (steel capped) safety boots to all full time employees. Replacement of safety boots shall be on a wear and tear basis but only following approval by the company.

All protective safety equipment issued shall remain the property of the company and shall be returned where required on termination of employment.

7.6 HACCP/GMP

Ongoing HACCP/GMP training will be provided and employees must follow company's policy relating to correct uniform, use of protective equipment, hygiene and food safety.

7.7 Superannuation

The company shall provide superannuation contribution in accordance with the current legislation relevant to Superannuation and paid into the employee's fund account with the Labor Union Co-operative Retirement Fund (LUCRF).

An employee who wishes to make additional contributions must authorise the company in writing to pay into LUCRF, from the employee's wages, a specified amount in accordance with LUCRF trust deed and rules.

7.8 Timekeeping and Company Records

Employees must swipe Bundy cards on commencement and finishing work. Cards must not be removed from the rack provided. To swipe on and off for someone else is a fraudulent offence and will result in instant dismissal. Continued lateness or early finish will result in disciplinary action.

All leave must be supported by the appropriate form. Any change in personal detail must also be provided in writing to the company.

7.9 Deduction of Fees

Where written authority is provided by an employee, the company will deduct union membership fees from the employee's wages and remit them, together with a schedule of such contributions, to the National Union of Workers NSW Branch at monthly intervals.

PART 8

SIGNATORIES TO AGREEMENT

SIGNED ON BEHALF OF Steric Pty Ltd (ACN 001 018 033)

Signature:

Name:

Title:

WITNESSED BY:

Signature:

Name:

Title:

Dated thisday of 2002

SIGNED ON BEHALF OF

The National Union of Workers NSW Branch: On behalf of employees who are members of, or are eligible to be members of the union.

Signature:

Name:

Title:

WITNESSED BY:

Signature:

Name:

Title:

Dated this day of 2002

SCHEDULE 'A'

WAGES

The minimum wage rates specified below refer to the wage rates for a week comprising thirty-eight (38) hours work. These rates apply to all employees covered by the Agreement.

GRADE	AGREEMENT WEEKLY RATE 16 AUGUST 2004	AGREEMENT WEEKLY RATE 16 AUGUST 2005
Grade 1	590.81	605.81
Grade 2	608.71	623.71
Grade 3	618.36	633.36
Grade 4	623.76	638.76
Grade 5	629.18	644.18
Grade 6	654.60	669.60
Grade 7	673.96	688.96
Grade 8	696.06	711.06

CASUAL EMPLOYEES

All casual rates contained in the above table are inclusive of the casual loading and the provisions contained in the *Annual Holidays Act 1944*.

ALLOWANCES

ALLOWANCE	AMOUNT
Shift Allowance - Afternoon Shift	15% of ordinary time work per shift
Night Shift	30% of ordinary time work per shift
12 Hour Night Shift	20% of ordinary time work per shift
Meal Allowance	\$7.56 per meal
Private Motor Vehicle Allowance	\$0.55 cents per kilometre
First Aid Allowance	\$1.66 per day