

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/9

**TITLE:** The Steritech (Wetherill Park) Agreement 2005

**I.R.C. NO:** IRC5/6542

**DATE APPROVED/COMMENCEMENT:** 23 December 2005 / 1 May 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/148.

**GAZETTAL REFERENCE:** 20 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all and future employees of the Steritech Pty Ltd located at 5 Widemere Road, Wetherill Park NSW 2164, specifically employees in the following classifications: Storeworker Grade 2, employed as a Plant Operator, Forklift Operator and EtO Operator, and any casual employee employed as a Plant Operator or Forklift Operator; who fall within the coverage of the Ionising Processing (Irradiation) Award 2002.

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

## 1. TITLE

This Agreement shall be known as "The Steritech (Wetherill Park) Agreement 2005.

## 2. PARTIES, APPLICATION AND SCOPE

(a) This Agreement shall apply only at the single business and premises of Steritech Pty Ltd, 5 Widemere Road, Wetherill Park, New South Wales, 2164.

(b) This Agreement shall apply to and be binding upon:

- (i) Steritech Pty Ltd, 5 Widemere Road, Wetherill Park, New South Wales, 2164 (the "Company");
- (ii) the National Union of Workers, New South Wales Branch, of 3-5 Bridge Street, Granville NSW 2142, herein referred to as "the Union"; and
- (iii) all employees and future employees of the Company who perform or who are engaged or employed to work within the scope and incidence of the *Ionising Processing (Irradiation) Award 2002*, specifically employees in the following classifications:

Storeworker Grade 2, employed as a Plant Operator (herein called "Plant Operator");

Storeworker Grade 2, employed as a Forklift Operator (herein called "Forklift Operator"); and

Storeworker Grade 2, employed as a EtO Plant Operator (herein called "EtO Operator"); and

any casual employee, employed as a Plant Operator or Forklift Operator;

whether a member of the National Union of Workers or not.

## 3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 May 2005 and shall remain in force until 30 April 2007

## 4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the *Ionising Processing (Irradiation) Award 2002* (herein referred to as the "Award") provided that where there is any express inconsistency between this Agreement

and the Award, this Agreement shall take precedence. In relation to this Agreement, the parties shall recognise the terms of the Award as at 1 May 2005.

## 5. SINGLE BARGAINING UNIT

This Agreement has been negotiated by a single bargaining unit, which includes representation by officials of the National Union of Workers and shop floor employee representatives.

## 6. CONDITIONS OF EMPLOYMENT

### (a) Wages

An employee shall be paid at the rate of pay set out in the table hereunder.

- (i) For Plant Operators these rates are inclusive of all allowances paid pursuant to the Award including Annual Leave Loading.
- (ii) For Forklift Operators these rates are inclusive of Annual Leave Loading.
- (iii) For EtO Operators these rates are inclusive of Annual Leave Loading and 30% night shift allowances.

| <b>PAY RATE AS AT PRIOR TO THIS AGREEMENT</b>   |               |               |               |
|---|---------------|---------------|---------------|
| <b>CLASSIFICATION</b>   | <b>\$P.A.</b> | <b>\$P/Wk</b> | <b>\$P/Hr</b> |
| PLANT OPERATOR  | 52,622.96     | 1011.98       | 24.09         |
| FORKLIFT OPERATOR   | 38,940.44     | 748.85        | 19.70         |
| ETO OPERATOR including Shift Allowance and Annual Leave Loading. (Ordinary \$34,615.88 plus shift allowance of \$10,384.76) | 45,000.64     | 865.38        | 22.77         |

- (iv) The above rates will be increased by 4% on 1 May 2005.
- (v) A further 4% increase to the rates will be made on 1 May 2006.

### (b) Hours of Work - Plant Operators

- (i) The hours of work shall be in accordance with the 12 hour shift roster appearing at Appendix 1 hereof.

- (ii) Under normal circumstances no Plant Operator shall work more than 12 hours in any one shift or more than 168 hours in any four-week cycle.
- (iii) In circumstances where hours of work in excess of those appearing at paragraph (b)(ii) are worked then the Plant Operator shall be paid double time at the appropriate hourly rate prescribed by Clause 6 subclause (a) of this Agreement for all time so worked.

**(c) Hours of Work - Forklift Operator**

The hours of work for Forklift Operators shall be as per Part 6, Clause 24 of the Award.

**(d) Hours of Work - EtO Operator**

- (i) Ordinary hours of work shall be an average of 38 per week, worked on any day Monday to Friday. The spread of hours, which are paid at ordinary rates, will range between 6pm to 6am.
- (ii) When ordinary hours of work exceed eight on any day, overtime rates are payable at the ordinary hourly rate excluding the night shift allowance, in accordance with Clause 27 of the Award.
- (iii) The job role may require an employee to fill in for Plant Operators whilst they are on Annual Leave or Sick Leave periods. This period will incorporate both nightshift and dayshift. Whilst covering for these shifts the employee will be paid the applicable Plant Operator Rate at that date.

**(e) Weekend and Public Holidays - Plant Operators**

- (i) Saturdays, Sundays and all public holidays except Good Friday, Easter Sunday, Christmas Day, Boxing Day and New Year's Day shall be ordinary working days for Plant Operators.

In the event work is performed on Good Friday, Easter Sunday, Christmas Day, Boxing Day and/or New Year's Day, it shall be paid for at the rate of double time and a half.

- (ii) In the event that any of the stipulated public holidays in sub-clause (e)(i) fall on a weekend then the public holiday will be deemed to be the actual day of occurrence and not some alternative date gazetted by any State or Federal authority.

**(f) Public Holidays – Forklift and EtO Operators**

The Public Holidays for Forklift and EtO Operators shall be in accordance with Clause 34 of the Award.

**(g) Annual Leave**

All employees shall at the anniversary of their employment become entitled to five weeks annual leave payable at the rate appearing in Clause 6 sub-clause (a) of this Agreement and to take annual leave in accordance with Clause 30.3 of the award. During the period an employee is taking annual leave; the other employees will cover the work of that employee.

**(h) Annual Leave to be covered by forklift operators**

Where a forklift operator takes annual leave on a Tuesday, Wednesday or Thursday, the forklift operators will arrange the work such that there is no need for the Company to hire a casual replacement for the operator on those days. The forklift operators will cover the work of their supervisor when he or she is on annual leave on a Tuesday, Wednesday or Thursday.

**(i) Sick Leave - Plant and Forklift Operators**

Plant and Forklift Operators shall be entitled to sick leave not exceeding eight days in each year of their employment. Sick leave shall be paid at the rate appearing in Clause 6 sub-clause (a) of this Agreement.

**(j) Payment of Wages**

- (i) Wages shall be paid in the employees' time no later than Thursday of each week.
- (ii) Provided that in any week in which a public holiday falls on a Thursday or Friday, wages accrued shall be paid on the previous Wednesday.
- (iii) Upon termination of the employment wages due to an employee shall be paid on the day of such termination or forwarded to him by post as soon as practicable.

**(k) First Aid Allowance**

An employee who has been trained to render first aid and who is a current holder of appropriate first aid qualifications (such as a certificate from St. John Ambulance Association or the Red Cross Society or from a similar

body) shall be paid an allowance in accordance with Clause 22.2.1 of the Award.

**(l) Casual Employees**

Casual employees employed as a Plant Operator or a Forklift Operator shall be employed by the hour and shall be paid the hourly rate appearing in Clause 6 subclause (a) of this Agreement for each hour or part thereof so worked. Casual loading will not be paid to these employees however pro rata holiday and sick pay will be accrued.

A casual worker shall become a fulltime permanent employee of the Company after (6) months continuous service.

**(m) Accrued Rostered Day Off (RDO's)**

- (i) The system of RDO's is not available for Plant Operators.
- (i) The system of RDO's is available for Forklift Operators. The Forklift Operators are to arrange their work in such a way that there is no need for the Company to hire casual labour to replace a Forklift Operator on an RDO. The Forklift Operators will achieve this through better prioritising and organisation of work on these days and by ensuring that when a Forklift Operator returns from his or her RDO re-scheduling, organisation and prioritising, as may be required, will be carried out to remove any backlog that may exist.
- (ii) EtO Operators will not accrue RDO's

**(n) Call Out Allowance**

Plant operators shall be placed on a call out roster to cover weekend operations and shall receive payment equivalent to four hours double time. In the event any call out over the weekend, plant operators shall be entitled to receive further payment for hours worked at their ordinary hourly rate.

**(o) Superannuation**

Employees shall have their superannuation contributions paid into Lucr Superannuation in accordance with Clause 23 of the Award.

**(p) Union Membership**

- (i) Steritech Pty Ltd will upon authorisation deduct Union membership dues, as levied by the National Union of Workers New South Wales Branch in accordance with its rules, from the pay of Employees who are members of the National Union of Workers New South Wales Branch at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members accounts.
- (ii) All new Employees shall be advised of matters set out in (i) and shall be introduced to the site NUW delegate upon being accepted for employment.

**(q) Union Delegate**

The elected union delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate union business off-site. Such delegate shall be allowed leave by mutual agreement, with adequate notice provided.

**7. Redundancy**

**(a) Definitions**

- (i) **Business** includes trade, process, business or occupation and includes part of any such business.
- (ii) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (iii) **Small employer** means an employer who employs fewer than 15 employees.
- (iv) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (v) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude
  - overtime;
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;

fares and travelling time allowances;  
 bonuses; and  
 any other ancillary payments of a like nature.

**(b) Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

**(c) Severance pay**

**(i) Severance pay - other than employees of a small employer**

An employee, other than an employee of a small employer as defined in 7(a), whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

| <b>Period of continuous service</b> | <b>Severance pay</b> |
|-------------------------------------|----------------------|
| Less than 1 year                    | Nil                  |
| 1 year and less than 2 years        | 4 weeks' pay*        |
| 2 years and less than 3 years       | 6 weeks' pay         |
| 3 years and less than 4 years       | 7 weeks' pay         |
| 4 years and less than 5 years       | 8 weeks' pay         |
| 5 years and less than 6 years       | 10 weeks' pay        |
| 6 years and less than 7 years       | 11 weeks' pay        |
| 7 years and less than 8 years       | 13 weeks' pay        |
| 8 years and less than 9 years       | 14 weeks' pay        |
| 9 years and less than 10 years      | 16 weeks' pay        |
| 10 years and over                   | 12 weeks' pay        |

\* **Week's pay** is defined in 7(a).

**(ii) Severance pay - employees of a small employer**

An employee of a small employer as defined in 7(a) whose employment is terminated by reason of redundancy is entitled to the



following amount of severance pay in respect of a period of continuous service:

| Period of continuous service  | Severance pay |
|-------------------------------|---------------|
| Less than 1 year              | Nil           |
| 1 year and less than 2 years  | 4 weeks' pay* |
| 2 years and less than 3 years | 6 weeks' pay  |
| 3 years and less than 4 years | 7 weeks' pay  |
| 4 years and over              | 8 weeks' pay  |

\* **Week's pay** is defined in 7(a).

- (iii) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (iv) Continuity of service shall be calculated in the manner prescribed by Clause 30.7.3 of the Award. Provided that service prior to 8 July 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 7(a)(ii).
- (v) Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

**(d) Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 17 of the Award – Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

**(e) Alternative employment**

- (i) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription

varied if the employer obtains acceptable alternative employment for an employee.

- (ii) This provision does not apply in circumstances involving transmission of business as set in 7(g).

**(f) Job search entitlement**

- (i) During the period of notice of termination given by the employer in accordance with Clause 17.1 of the Award, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (iii) The job search entitlements under this subclause apply in lieu of the provisions of Clause 17.3 of the Award.

**(g) Transmission of business**

- (i) The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:
- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - which recognises the period of continuous service which the employee had with the transmittor and any prior

transmitter to be continuous service of the employee with the transmittee.

- (ii) The Commission may vary 7(g)(i)(b) if it is satisfied that this provision would operate unfairly in a particular case.

**(h) Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

**(i) Incapacity to pay**

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

**8. Avoidance of Industrial Disputes**

Whenever a grievance or dispute arises in the workplace of the Company, it shall be dealt with in the following manner:

- (a) Should any matter arise which gives cause for concern to an employee or employee's he/they shall raise such matter with his/their immediate supervisor.
- (b) If, following a period of 72 hours, the matter remains unresolved, it shall be referred to the employee representative of the Union who will consult with the appropriate representative of management.
- (c) If the matter remains unresolved, it shall be referred to the State Secretary of the Union or Unions concerned (or his representative). This officer shall discuss it with senior representatives of the employer.
- (d) If the matter remains unresolved, it shall be submitted to the New South Wales Industrial Relations Commission for resolution (whose decision

shall, subject to any appeal in accordance with the NSW Industrial Relations Act 1996, be final).

- (e) All work will continue normally while the above procedures are being followed, except where a bona fide safety issue is involved. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.


## 9. No Extra Claims

- (a) Up to the nominal expiry date of this Agreement, the union and the employees will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not;
- (b) Up to the nominal expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Workplace Relations Act 1996; and
- (c) Up to the nominal expiry date of this Agreement, the union and the employee will not engage in protected union action under the Workplace Relations Act 1996.

## 10. Negotiations of next agreement

The parties to this Agreement agree that they should commence discussions in relation to any further agreement approximately two (2) months prior to the expiry of this Agreement.

**Signed for and on behalf of Steritech Pty Ltd (ACN 007 308 027)**

|   |                     |                 |
|---|---------------------|-----------------|
|  | <u>MURRAY LYNCH</u> | <u>20/10/05</u> |
| Signature   | Print Name          | Date            |

In the presence of:

|   |                   |                 |
|---|-------------------|-----------------|
|  | <u>ALAN SMITH</u> | <u>20/10/05</u> |
| Witness signature   | Print name        | Date            |

**Signed for and on behalf of The National Union of Workers**

*[Signature]*  
 .....  
**Signature**

*Charles Belan*  
 .....  
**Print name**

*25-10-05*  
 .....  
**Date**

in the presence of:

*[Signature]*  
 .....  
**Witness signature**

*JENNIFER LOED*  
 .....  
**Print name** *J. P. No*  
*9500288*

*25-10-05*  
 .....  
**Date**

**APPENDIX 1**

| DAY       | TEAM 1<br>OPERATOR 1 | TEAM 1<br>OPERATOR 2 | TEAM 2<br>OPERATOR 1 | TEAM 2<br>OPERATOR 2 |
|-----------|----------------------|----------------------|----------------------|----------------------|
| Monday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Tuesday   | OFF                  | OFF                  | DAY                  | NIGHT                |
| Wednesday | DAY                  | NIGHT                | OFF                  | OFF                  |
| Thursday  | DAY                  | NIGHT                | OFF                  | OFF                  |
| Friday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Saturday  | OFF                  | OFF                  | DAY                  | NIGHT                |
| Sunday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Monday    | DAY                  | NIGHT                | OFF                  | OFF                  |
| Tuesday   | DAY                  | NIGHT                | OFF                  | OFF                  |
| Wednesday | OFF                  | OFF                  | DAY                  | NIGHT                |
| Thursday  | OFF                  | OFF                  | DAY                  | NIGHT                |
| Friday    | DAY                  | NIGHT                | OFF                  | OFF                  |
| Saturday  | DAY                  | NIGHT                | OFF                  | OFF                  |
| Sunday    | DAY                  | NIGHT                | OFF                  | OFF                  |
| Monday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Tuesday   | OFF                  | OFF                  | DAY                  | NIGHT                |
| Wednesday | DAY                  | NIGHT                | OFF                  | OFF                  |
| Thursday  | DAY                  | NIGHT                | OFF                  | OFF                  |
| Friday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Saturday  | OFF                  | OFF                  | DAY                  | NIGHT                |
| Sunday    | OFF                  | OFF                  | DAY                  | NIGHT                |
| Monday    | DAY                  | NIGHT                | OFF                  | OFF                  |
| Tuesday   | DAY                  | NIGHT                | OFF                  | OFF                  |
| Wednesday | OFF                  | OFF                  | DAY                  | NIGHT                |
| Thursday  | OFF                  | OFF                  | DAY                  | NIGHT                |
| Friday    | DAY                  | NIGHT                | OFF                  | OFF                  |
| Saturday  | DAY                  | NIGHT                | OFF                  | OFF                  |
| Sunday    | DAY                  | NIGHT                | OFF                  | OFF                  |