

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/148

TITLE: The Steritech (Wetherill Park) Agreement 2003

I.R.C. NO: IRC3/2742

DATE APPROVED/COMMENCEMENT: 6 June 2003/1 May 2003

TERM: 30 April 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/77

GAZETTAL REFERENCE: 8 August 2003

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company, engaged as Storepersons, Plant Operators and Forklift Operators, located at 5 Widemere Road, Wetherill Park, NSW and who fall within the coverage of the Ionising Processing (Irradiation) Award (Fed) 2002

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

Registered
Enterprise Agreement
Industrial Registrar

The Steritech
(Wetherill Park)
Agreement
2003

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1. TITLE

This Agreement shall be known as "The Steritech (Wetherill Park) Agreement 2003".

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 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 1985*, specifically employees in the following classifications:

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

Storeperson Grade 1 or 2, employed as a Forklift Operator (herein called "Forklift 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 2003 and shall remain in force until 30 April 2005.

4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the *Ionising Processing (Irradiation) Award 1985* (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 2003.



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.

- Note: (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.

PAY RATE AS AT PRIOR TO THIS AGREEMENT			
CLASSIFICATION	SP.A.	SPM	SPW
PLANT OPERATOR	47,730.80	3,977.56	917.90
FORKLIFT OPERATOR	35,319.96	2,943.33	679.23

- (iii) The above rates will be increased by 5% on 1 May 2003.
- (iv) A further 5% increase to the rates will be made on 1 May 2004.

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(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 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

- (i) The hours of work for Forklift Operators shall be as per Clause 6 of the Award.

(d) 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 and 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 (d)(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.

(e) 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. During the period an employee is taking annual leave, the other employees will cover the work of that employee.

(f) 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.

(g) 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.

(h) 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.

(i) 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 the *Ionising Processing (Irradiation) Award 1985 - Clause 22.2.1.*

(j) 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.

(k) Accrued Rostered Day Off (RDO's)

- (i) The system of RDO's is not available for Plant Operators.
- (ii) 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.

7. 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 employees 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).
- (f) 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.

8. No Extra Claims

During the nominal period of this Agreement there shall be no further claims made upon the Company.

9. 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)


.....
Signature

MURRAY LYNCH
.....
Print Name

31/3/03
.....
Date

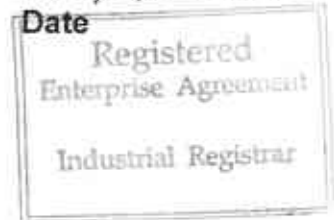
in the presence of:


.....
Witness signature

ALAN SMITH
.....
Print name

31/3/03
.....
Date

Signed for and on behalf of The National Union of Workers




.....
Signature

DERRICK BELAN
.....
Print name

24-3 2003
.....
Date

in the presence of:


.....
Witness signature

Borge Hansen
.....
Print name

24-3-03
.....
Date

APPENDIX 1

DAY	TEAM 1 OPERATOR 1	TEAM 1 OPERATOR 2	TEAM 2 OPERATOR 1	TEAM 2 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

