



DECISION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Sch. 3, Item 20A(4) - Application to extend default period for agreement-based transitional instruments

The Trustee for Ian Dicker Family Settlement t/a Steritech Pty Ltd
(AG2023/4864; AG2023/4865)

STERITECH (NARANGBA) PLANT OPERATORS COLLECTIVE AGREEMENT 2007

[AC310479]

STERITECH (DANDENONG) PLANT OPERATORS COLLECTIVE AGREEMENT 2008

[AC315870]

Health and welfare services

DEPUTY PRESIDENT ROBERTS
DEPUTY PRESIDENT SLEVIN
COMMISSIONER PERICA

SYDNEY, 26 FEBRUARY 2024

Application to extend the default periods for the Steritech (Narangba) Plant Operators Collective Workplace Agreement 2007 and the Steritech (Dandenong) Plant Operators Collective Workplace Agreement 2008

[1] Pursuant to subitem 20A(4) of Sch 3 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) (**Transitional Act**), Steritech Pty Ltd (Applicant) has made two applications to extend the default periods for the *Steritech (Narangba) Plant Operators Collective Workplace Agreement 2007* (**the Narangba Agreement**) and the *Steritech (Dandenong) Plant Operators Collective Workplace Agreement 2008* (**the Dandenong Agreement**). The applications seek to extend the default periods for each Agreement to 6 December 2027.

[2] The Agreements are collective agreements that were made under the *Workplace Relations Act 1996* (Cth) (**WR Act**) and approved under that Act by the Workplace Authority. The Agreements are ‘WR Act instruments’ within the meaning of item 2(2) of Sch 3 of the Transitional Act. They are classified by item 2(5)(c)(i) of Sch 3 as a ‘collective agreement-based transitional instruments’. Agreements of this kind are commonly referred to as ‘zombie agreements.’

[3] The Transitional Act was amended by the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (**SJBP Act**) to provide for the automatic termination of all

remaining transitional instruments. Pursuant to items 20A(1) and (2) of Schedule 3 to the Transitional Act, the Agreements would have terminated on 6 December 2023 (the end of the default period) unless extended by the Commission. The main features of item 20A of Schedule 3 to the Transitional Act are described in detail in the Full Bench decision in *Suncoast Scaffold Pty Ltd*.¹

[4] Under subitem 20A(6) of Sch 3, where an application is made under subitem 20A(4) for the default period to be extended, the Commission must extend the default period for a period of no more than four years if either (a), subitem (7), (8) or (9) applies and it is otherwise appropriate in the circumstances to do so, or (b), it is reasonable in the circumstances to do so. Subitem (7) applies if bargaining for a replacement agreement is occurring. Subitem (8) relates to individual agreement-based transitional instruments. Subitem (9) applies if the application relates to a collective agreement-based transitional agreement and it is likely that as at the time the application is made the award covered employees, viewed as a group, would be better off overall if the agreement continued to apply than if the relevant modern award applied.

Background and Grounds relied upon

[5] The Applicant is a contact sterilization and decontamination processor of customer products across multiple industries including health care, agriculture, fresh produce, quarantine and pet products. It runs four processing plants using gamma radiation and ethylene oxide processing for the purposes of sterilisation. The zombie agreements in these proceedings cover employees at the Narangba Plant in Queensland and the at the Dandenong plant in Victoria.

Narangba Agreement

[6] The Narangba Agreement covers 4 full time employees who are classified as Plant Operator Grade 2 under the Agreement. Those four employees would otherwise be covered by the *Storage Services and Wholesale Award 2020*.

[7] The analysis undertaken by the Commission's Agreements Team confirms that the Narangba Agreement has entitlements that are less beneficial than the Award. The Narangba Agreement provides an annual salary that compensates employees for all ordinary hours worked, an additional four hours each week, shift work, annual leave loading and any other allowances otherwise provided in the Award. As the rates of pay are either equal to the Award or 0.20% above the Award, we are of the view that employees would be worse off when compared to the Award having regard to the entitlements included as part of the annual salary.

[8] The Narangba Agreement provides a broader span of hours than compared to the Award, namely 6:00 AM to 6:00 PM, Monday to Friday, compared to 7:00 AM to 5:30 PM, Monday to Friday under the Award. Employees can work up to 12 hours per shift under the Narangba Agreement. Under the Award, employees can work a maximum of 8 hours, or 10 hours by agreement. It is silent with respect to breaks. Under the Award, all employees are entitled to two 10-minute paid breaks. Under clause 33(c) of the Agreement, employees are required to come in/stay back for 5 to 10 minutes to ensure a smooth changeover of shifts. This time appears to be unpaid.

¹ [2023] FWCFB 105 at [3] to [18].

[9] Overtime at 200% is payable to employees when required to work in excess of 12 hours in any shift. However, in accordance with clause 36 of the Agreement, it appears that where an employee is required to work an additional shift outside their ordinary hours, the time is paid at ordinary rates. Unlike the Award which provides for shift penalties of between 112.5% and 130%, no shift penalties are payable under the Narangba Agreement. No allowances are payable under the Narangba Agreement.

[10] The Applicant filed an affidavit of Kym Morrison, who is the Human Resource Manager of the Applicant. The affidavit provides evidence that each year, the Applicant undertook a comparative test to “ensure” the employees’ annualised salaries were above the Award. The affidavit contains an historical analysis of those pay increases. According to the affidavit, these pay rises have led to the position that the four employees who are covered by the Narangba Agreement are paid an average hourly rate of \$39.20 under the classification Plant Operator Grade 2 which, according to this evidence, is superior to the average full time Store Worker Grade 2 hourly rate of \$31.51.

Dandenong Agreement

[11] The Dandenong Agreement covers 8 employees who are engaged full time as Plant Operator Grade 2 under the Agreement. Four of those employees work a night shift roster and four work a day shift roster. The Dandenong plant operates 7 days a week, 24 hours a day with a working week of Saturday to Friday. Those eight employees would otherwise be covered by the *Storage Services and Wholesale Award 2020*.

[12] The Commission has prepared an analysis that confirms the Dandenong Agreement has entitlements that are less beneficial than the Award. The Dandenong Agreement provides an annual salary that compensates employees for all ordinary hours worked, an additional four hours each week, shift work, weekend work, annual leave loading and any other allowances otherwise provided in the Award. As the rates of pay are either equal to the Award or up to 5.67% above the Award, we are of the view that employees would be worse off when compared to the Award having regard to the entitlements included as part of the annual salary.

[13] The Dandenong Agreement provides a broader span of hours than compared to the Award, namely 6:00am to 6:00pm, Monday to Friday, compared to 7:00am to 5:30pm, Monday to Friday under the Award. Employees can work up to 12 hours per shift under the Dandenong Agreement. Under the Award, employees can work a maximum of 8 hours, or 10 hours by agreement. The Dandenong Agreement is silent with respect to breaks. Under the Award, all employees are entitled to two 10-minute paid breaks.

[14] Under the Dandenong Agreement, employees are required to come in/stay back for 5 to 10 minutes to ensure a smooth changeover of shifts. Overtime at 200% is payable to employees when required to work in excess of 12 hours in any shift. However, in accordance with clause 36 of the Agreement, it appears where an employee is required to work an additional shift outside their ordinary hours, it is paid at ordinary rates. No shift penalties are payable under the Agreement, unlike the Award, which provides for shift penalties of between 112.5% and 130%. No weekend penalties are payable under the Dandenong Agreement. The Award provides for weekend penalties of between 150% and 200%. No allowances are payable under the Agreement.

[15] The affidavit of Kym Morrison provides evidence that, as was the case with the Narangba Award, the Applicant undertook a comparative test each year to “ensure” the employees’ annualised salaries under the Dandenong Agreement were above the Award. The affidavit contains an historical analysis of those pay increases. According to affidavit, these pay rises have led to the position that the eight full time employees who are covered by the Dandenong Agreement under the Plant Operator Grade 2 classification are paid average hourly rate of \$42.78 which, according to this evidence is superior to the average full-time Store Worker Grade 2 hourly rate under the Award of \$33.33.

[16] The Applicant in both proceedings bases its claim to extensions of the default periods on the circumstances of the employer. Those submissions follow.

[17] The Applicant submits it is "committed to establishing modern Enterprise Agreements in 2024". The Applicant has engaged AI Group Workplace Lawyers who have undertaken an investigation of the existing instruments. They have also given preliminary advice on the options for the Applicant. In early December 2023, meetings were arranged with the General Managers of Production of each site so that any new Agreement or Agreements are tailored appropriately for the respective operations. The Company is yet to make its decision on the overall approach, that is whether to have Enterprise Agreements for each of the facilities individually, or to have a joint, or national agreement. The timing for that decision is anticipated for some time in February or March 2024.

[18] The Applicant argues that if the Narangba and Dandenong Agreements were terminated and the employees reverted to the Award, it would have significant adverse financial effects on the Applicant. According to Mr. Morrison, the termination of the Agreements “would also adversely impact upon many of its customers and clientele for whom it performs an essential and unique service”.

[19] The Applicant argues the existing rates of pay based on the Agreement are paid on an annualized rate and are significantly ahead of the hourly rate in the Award. If shift loadings and other penalties and allowances under the Award are then added to that rate, the financial cost of operation would become unsustainable. The Applicant claims that “significant reduction would have to be undertaken on the working procedures and operation of the plants”.

[20] According to Mr. Morrison, any reduction would seriously impact on the sterilization and decontamination service the Applicant offers to health care industries such as hospitals, health care centres or aged care homes, as well as the many other industries it services. A reduced operation would also adversely affect the treatment of crops, plants and produce.

Consideration

[21] We cannot be satisfied that the requirements of subitem 6(a) have been met. Subitem (7) does not apply because there is no evidence that the application was made at or after the notification time for a proposed agreement. Further, as the Agreement is a collective agreement-based instrument, subitem (8) does not apply.

[22] After reviewing the terms of the Narangba and Dandenong Agreements and the Awards, as well as the analysis provided by the employer, we cannot be satisfied the employees, viewed as a group, are likely to be better off under the Agreements than they would be if the Award applied. We do accept the actual hourly rate of employees paid to employees who are covered

by the agreements may be superior to the average hourly rate for the relevant comparator classification under the Award. However, the actual payments received by the employees are not the relevant comparator under subitem 9 which compares the terms of the Agreement against the Award. Therefore, subitem 9 does not apply here.

[23] We are, however, satisfied that it is “reasonable in the circumstances” to extend the default period in accordance with subitem 20A(6)(b) of Sch 3 based of the particular circumstances of the employer.

[24] In *Suncoast Scaffold Pty Ltd*,² the Full Bench described the ‘reasonable’ criterion in item 20A(6)(b) of Sch 3 to the Transitional Act in this way:

Subitem (6)(b) of item 20A constitutes an independent pathway to the grant of an extension. The ‘reasonable’ criterion in the subitem should, in our view, be applied in accordance with the ordinary meaning of the word – that is, ‘agreeable to reason or sound judgment’. Reasonableness must be assessed by reference to the ‘circumstances’ of the case, that is, the relevant matters and conditions accompanying the case. Again, a broad evaluative judgment is required to be made.

[25] We also consider the purpose of the provisions to be relevant to the broad evaluative judgment we are required to make. The Explanatory Memorandum of the SJBPA Act expressed the purpose of the provisions relating to extending the default period in this way:³

Provision would be made for the FWC to (upon application) extend the default period to ensure the automatic sunseting of zombie agreements does not operate harshly, including by leaving employees worse off.

[26] We accept, the Applicant has engaged advisers and is committed to the negotiation of modern Enterprise Agreements across its business. We also accept if an extension of the default period is refused, it may have practical consequences that could have an adverse effect on the important work undertaken by the Applicant and its employees. In all the circumstances, we consider it is reasonable to extend the default period.

[27] The three-year extension sought by the Applicant in each of these applications is excessive. We are of the view that a shorter extension is adequate for the Applicant to ensure it has time to seek advice and to negotiate appropriate modern Enterprise Agreements. Pursuant to item 20A(6) of Sch 3 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), we order that the default period for the Agreement is extended until 1 December 2024.

[28] The Narangba and Dandenong Agreements are published, in accordance with subitem 20A(10A)(c), on the Fair Work Commission’s website.

² [2023] FWCFB 105 at [17].

³ Explanatory Memorandum *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Bill 2022* at [670].



DEPUTY PRESIDENT

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<PR771804>



STERITECH (DANDENONG) PLANT OPERATORS COLLECTIVE AGREEMENT 2008

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1) Agreement Title

This Employee Collective Agreement shall be known as the Steritech Pty (Dandenong) Plant Operators Collective Agreement 2008.

2) Arrangement

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3) **Parties to this agreement**

The parties to this agreement are Steritech Pty Ltd at its plant at 160 South Gippsland Highway, Dandenong, Victoria 3175 and all employees who are employed as a Plant Operator at this site.

4) **Date and Period of Operation**

This agreement will take effect on the day it is lodged with the Workplace Authority Office and will have a nominal expiry date of 31st August 2009.

5) **Purpose of this Agreement**

The purpose of this agreement is to set out the terms and conditions of employment that will apply to employees at Steritech Dandenong who are employed as a Plant Operator. This agreement aims to maintain favourable employment conditions previously enjoyed by employees, while improving productivity, efficiency and flexibility at the Dandenong Plant in Victoria.



6) No Extra Claims

Up to the nominal expiry date of this agreement, 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 employees, whether dealt with in this agreement or not;

Up to the nominal expiry date, this agreement covers all matters or claims that could otherwise be the subject of protected industrial action under the Workplace Relations Act.

Up to the nominal expiry date of this agreement, the employees will not engage in protected industrial action under the Workplace Relations Act.

7) Australian Fair Pay and Conditions Standard

This agreement will operate to ensure that employment conditions are equal to or better than the Australian Fair Pay and Conditions Standard as specified in the Workplace Relations Act.

8) Definitions

This agreement may contain words which needs an explanation.

'We' means the employer

'You' means the employee

'The parties' mean the employer and the employees.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9) Consultation

The employer and the employees shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise.

Matters raised by the employer or employees designed to increase the productivity, efficiency and competitiveness of the business and to enhance the career opportunities and job security of employees, shall proceed through the consultative mechanism.

The employer shall permit a notice board to be erected at the enterprise to facilitate communication with employees.

10) Dispute Resolution Procedure

In relation to any matter that may be in dispute between the parties to this agreement (“the matter”) except matters relating to the actual or threatened termination of employment of the employee, the parties:

- a) will attempt to resolve the matter at the workplace level, including, but not limited to:



- (i) the employee and his or her supervisor meeting and conferring on the matter; and
- (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- c) agree to allow either party to refer the matter to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter;
- d) agree that if either party refers that matter to alternative dispute resolution both parties will participate in the alternative dispute resolution in good faith; and acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the alternative dispute resolution process; and
- e) agree that during the time when the parties attempt to resolve the matter:
 - (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) subject to relevant provisions of any state or territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - (iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible

The parties to this agreement acknowledge that if we are unable to agree on the person to conduct the alternative dispute resolution process, either party can notify the Industrial Registrar. In this case, the Industrial Registrar will provide the parties with information about options resolving the dispute.

PART 3 – EMPLOYER AND EMPLOYEE’S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS.

11) Employer and Employee Duties

An employee has certain obligations to carry out duties as directed. Any direction by the employer must be consistent with a safe and healthy work environment.

The employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training consistent with the classification structure specified in this agreement provided that such duties are not designed to promote de-skilling.



The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

12) **Employment Categories**

a) **Fulltime Employees**

Fulltime employees are engaged by the week and paid by the week with regular hours each week.

b) **Casual Employees**

Casual employees are employed by the hour. There is no minimum period of employment for casuals (other than an hour). There is also no maximum period for which an employee may be employed on a casual basis. Casual employees are considered as a supplementary workforce and working without the expectation of continuous work.

13) **Probationary Period**

The first six months of employment for fulltime employees will be a probationary period of employment, for the purpose of determining the employee's suitability for ongoing employment.

At any time during the probationary period, the employer or the employee can terminate the employment by giving one day's notice.

14) **Standing Down Employees**

The employer may deduct payment for any day or part thereof the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Employees may be stood down for the duration of the stoppage of work, including part of a shift. Employee may be stood down before or after commencing work.

In the event of a breakdown of machinery or equipment, or failure of such machinery or equipment due to the loss of power (electricity, air, water, etc) where the down time is estimated by the employer to be greater than three (3) hours, the employer may advise employees (if no other gainful employment is available) to stand down and the employee can elect to use their annual leave entitlement if available. If paid annual leave is not available, the employee(s) will be stood down without pay.

15) **Suspension**

Employees may be suspended from work with loss of pay at any time if the employer deems it necessary to investigate any incident or occurrence in the workplace, where that incident has the potential to result in disciplinary action or dismissal of an employee or employees.



16) Redundancy

A redundancy occurs when the employer has made a definite decision that a job the employee has been performing is not required by the business for operational reasons and this decision leads to the termination of employment of an employee, and this is not due to the ordinary and customary turnover of labour.

A retrenchment occurs when due to operational reasons the size of the workforce is reduced and the functions of the job the employee has been performing are being absorbed by the employees remaining in the workplace.

In addition to the period of notice prescribed for ordinary termination, if your employment is terminated for reasons set out above you shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but 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

'Weeks pay' means your ordinary time rate of pay.

We shall not be obliged to make a severance payment if we obtain suitable alternative employment for you, whether or not you reject the offer of employment.

This clause also does not apply if you are dismissed for serious misconduct. In that event you are only entitled for time worked up to the time of dismissal.

17) Termination of Employment

Except in the case of casual and probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice we may choose to make payment in lieu of notice. If you fail to give the required notice, you forfeit the entitlement to any monies owing equal to the amount of notice not given.

Nothing in this agreement affects our right to dismiss you without notice for serious misconduct and if so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

If you are on probation you shall be entitled to one days notice of termination



The notice of termination period shall be:

By the employer:

Years of Service	Required Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
Over 5 Years	At least 4 weeks

If you are 45 years or over and have completed at least two years continuous service with us, you will receive one additional weeks notice.

By the employee: Two weeks notice in writing or such other period as agreed by the parties.

18) Workplace Harassment

We the employer are committed to providing all employees with a healthy and safe work environment free from workplace harassment. Workplace Harassment is unacceptable and will not be tolerated under any circumstances.

Workplace harassment is defined when a person is subjected to repeated behaviour that;

- is unwelcome and unsolicited; and
- the person considers to be offensive, intimidating, humiliating or threatening; and
- a reasonable person would consider to be offensive, humiliating, intimidating or threatening.

Any reports of workplace harassment will be treated seriously and investigated promptly, fairly and impartially.

Disciplinary action will be taken against a person who harasses a worker or who victimises a person who has made or is a witness to a complaint. Complaints of alleged workplace harassment found to be malicious, frivolous or vexatious may make the complainant liable for disciplinary action.

19) Federal Police Check

As part of the conditions of employment with Steritech, all employees are required to have an Australian Federal Police Check. This condition has been imposed upon Steritech by APRANSA and QRH as a requirement of licence and therefore is mandatory for all staff.

All information that is provided by the Australian Federal Police is strictly confidential and will be sealed and stored on employee's personnel file. A copy will be available upon request.

**20) Annual Medical Examination**

Employees shall be required to undertake a medical examination at the company expense. This shall be conducted each year by a medical practitioner nominated by the company to provide an assessment to the employer of any work related problems.

21) Smoking

The employee agrees to abide by all restrictions on smoking applied to the workplace.

22) Protective Equipment

The employer will provide employees with all personal protective equipment as required. Employees will adhere to safety procedures; wear protective clothing and use the protective equipment at all times when performing their job.

Employees will be required to maintain the protective equipment and clothing in accordance with the employer's hygiene standards and be responsible for its care and safe keeping to a standard acceptable to the employer.

23) Uniforms

Employer provided uniforms reflect the employer's commitment to quality and safety and must be worn by employees at all times at the workplace.

Each employee is responsible for the care of the uniform and protective clothing. Failure to comply with this requirement may result in the appropriate discipline and employee counselling.

Uniforms are to be worn on the employer's premises in the performance of normal duties.

24) Training

- a) The employee agrees from time to time to undertake employment related training as directed and specified by the employer at the employer's expense.
- b) When the employee successfully completes a First Aid Course, any additional payments as listed in the Award will not be applicable as they are already absorbed into the pay rates as listed.
- c) All employees shall actively engage in all in-house or external training relating to the Ethylene Oxide operation.
- d) Nominated employees shall agree to do Quality Assurance training.
- e) All employees shall agree to undertake welding courses and incorporate welding / grinding tasks as part of their normal duties.



25) Position Flexibility

The employee agrees that in responding to the employer's operational requirements, it may be necessary for the employer to vary aspects of the position from time to time. These duties will incorporate both the Gamma Plant and the Ethylene Oxide Plant. In doing so, the employee shall not be asked to perform duties, which are not within their skills or capabilities.

All employees will work actively with management to find better ways to utilise the second operator.

PART 4 – WAGES AND RELATED MATTERS

26) Classification

a) **Plant Operator - Grade 1**

Plant Operator - Grade 1 shall mean an employee engaged by the Company, to perform the following;

- Responsible for the quality of their own work subject to detailed direction.
- Works in a team environment and/or under routine supervision.
- Undertakes duties in a safe and responsible manner.
- Exercised discretion within their level of skills and training.
- Possesses interpersonal and communication skills.
- Must be competent to perform one or more of the following tasks/duties or a combination thereof:
 - Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
 - Preparation and receipt of appropriate documentation.
 - Allocating and retrieving goods from specific warehouse areas (employee needs a forklift driver's licence, and to operate a forklift to perform this duty).
 - Basic visual display unit operation.
 - Periodic housekeeping and stock checks.
 - Employee has a first aid certificate.
- Operation of all material handling equipment under licence excluding certified operation of point machinery (employee must not operate down the irradiator).
- Use of tools and equipment within the warehouse (basic non trades maintenance).

**b) Plant Operator - Grade 2**

Plant Operator - Grade 2 shall mean an employee engaged by the Company, who has completed the six month probationary period and completed appropriate training and obtained their plant operators licence and has gained to skills required to perform the following;

- Understands and is responsible for quality control standards.
- Possesses an advanced level of interpersonal and communication skills.
- Responsible for checking the quality of their own work.
- Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercise discretion in scope of this grade.
- May perform work required, with no supervision individually or in a team environment.
- Must be competent to perform one or more of the following tasks/duties or combination thereof:
 - Use of a visual display unit for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc.
 - Operation of all materials handling equipment under licence including certified operation of plant machinery (employees required to operate the irradiator as part of their general duties on completion of the plant operator's certificate).
 - In addition to the above may be responsible for the proper application and maintenance of appropriate occupational health and safety standards and equipment. Included are geiger counter, and safety light operation.
- Employee will perform duties of the Storeworker Grade 1 upon request and as circumstance requires.

27) Wages Rates**a) Fulltime Trainee Plant Operator**

During the six month probationary period and while a fulltime employee is training to be a Plant Operator, the employee will be classified as a Plant Operator Grade 1 and be employed as a Trainee Plant Operator until they successfully obtain their plant operators licence.

A Trainee Plant Operator shall be paid a salary of \$53,600 per annum paid weekly at the rate of \$1030.76 per week or \$24.54 per hour. The salary incorporates payment for four additional hours worked by the employee each week. The salary is inclusive of all allowances and annual leave loading.

b) Fulltime Plant Operator

A fulltime employee who has completed the six month probationary period and successfully obtained a Plant Operators Licence shall be classified as a Plant Operator Grade 2 and be employed as a Plant Operator. The Plant Operator shall be paid a salary of \$57400 per annum, paid weekly at the rate of \$1103.84 per week or \$26.28 per hour. The salary incorporates payment for four additional hours

worked by the employee each week. The salary is inclusive of all allowances and annual leave loading.

c) Casual Plant Operator

A casual employee shall be classified as a Plant Operator Grade 1, and shall be paid an hourly rate of \$27.73 per hour paid on a weekly basis. The hourly rate of pay is inclusive of overtime penalties, shift loadings, allowances and a casual loading which compensates for non-receipt of such employee benefits as annual leave, personal leave, and payment for public holidays not worked.

d) Junior employees

Junior employees shall be paid the undermentioned percentages of appropriate wage rates prescribed for adult employees for the classification in which they are employed.

Age	Percentage
Under 17 years of age	50
At 17 years of age	60
At 18 years of age	80
At 19 years of age	100

e) Excluded protected award conditions

Employee(s) and the employer intend that the wages provisions for fulltime, part-time, casual and junior employees excludes the operation of protected award conditions dealing with penalty rates, overtime, shiftwork, allowances, public holidays and annual leave loading.

28) Payment of Wages

Wages will be processed and paid on a weekly basis, no later than Thursday of each week. The current pay period is from Saturday to Friday. Wages will be paid directly into your nominated bank account by electronic funds transfer.

If an employee's wages are not successfully paid to the employee's account for reasons beyond the control of Steritech, no extraordinary payment will be made.

29) Payment of Wages on Termination

On termination of employment, wages due to any employee will be paid in the next available, regularly scheduled pay run immediately following his or her last day of work.

Steritech may elect to make a termination payment by cheque forwarded to the employee by post on the working day immediately following his or her last day of work.

**30) Allowances**

The employee's ordinary rate of pay is higher to include payments for all monetary allowances. No additional payment will be made for;

- Meal Allowance
- First Aid Allowance

The employee (s) and the employer agree that this provision excludes the operation of protected award conditions which deal with monetary allowances.

31) Penalty Rates

The employer and the employee recognise the operating hours of the business includes evenings and weekends. In recognition of these hours, the employee's ordinary rate of pay has been increased to compensate for penalty rates. The employees will receive this higher rate of pay for all hours worked including weekdays, evenings and weekends.

The employee(s) and the employer agree that this provision excludes the operation of protected award conditions which deal with penalty rates.

32) Superannuation

Superannuation contributions will be paid as required under the Superannuation Guarantee (Administration) Act 1992 as varied from time to time to a complying fund.

PART 5 – HOURS OF WORK, REST BREAKS, ADDITIONAL HOURS OVERTIME, SHIFT WORK,**33) Hours of work – Fulltime Plant Operator**

- a) The ordinary hours of work for a full-time plant operator shall be an average of 38 hours per week worked over Monday to Sunday and a requirement each week to work four reasonable additional hours.
- b) The hours of work shall be in accordance with the 12 hours shift roster, with the span hours for day shift being 6.00am to 6.00pm and night shift being 6.00pm to 6.00am. The maximum ordinary hours in any one shift will be 12. In the event that there is a requirement to change roster arrangements, you will be given as much notice as practicable.
- c) All employees shall be required to come in early and/or stay back for 5 to 10 minutes (at no cost) to ensure a smooth change over of shifts.

34) Hours of work – Casual Plant Operator

- a) A casual employee classified as a Plant Operator Grade 1 will usually be engaged to work on an hourly basis at any time and on any day of the week and may be required to cover the hours in accordance with the 12 hour shift roster.

- b) The casual employee will be engaged for a minimum of two hours and a maximum of 12 hours of work for each engagement, where any engagement refers to the period or periods for which the employer notifies the employee that he or she is required to attend on any one day.

35) 12 Hour Shift Roster

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

36) Additional Hours

- a) An employer may require or request an employee to work reasonable additional hours in the event of an absence of any Plant Operator.
- b) All hours worked as a plant operator beyond the specified ordinary hours which constitutes a separate shift of work will be considered as reasonable additional hours and paid at the employee's ordinary rate of pay.



- c) All work other than operating the plant, performed by Plant Operators will be paid the rate of pay in accordance with Australian Fair Pay and Conditions Standard derived from the Ionising Processing Irradiation Award.

The employee(s) and the employer intend that this provision excludes the operation of protected award conditions dealing with overtime.

37) Overtime

Where an employee is required to work in excess of twelve hours on any day, this will be considered as overtime and the employee will be paid double time at the rate set out in the salary clause for time so worked.

The employee(s) and the employer intend that this provision excludes the operation of protected award conditions dealing with overtime.

38) Shift Work

The span of ordinary hours for day shift shall be from 6am to 6pm Monday to Sunday and night shift shall be from 6pm to 6am Monday to Sunday. Employees rostered to day shift and/or night shift work will receive their ordinary hourly rate of pay which incorporates shift loadings.

In the event that there is a requirement to change shift rosters, employees will be given as much notice as practicable.

The employee(s) and the employer agree that this provision excludes the operation of protected award conditions which deal with shift work.

PART 6 – TYPES OF LEAVE AND PUBLIC HOLIDAYS

39) Annual Leave

a) Entitlement

Fulltime employees are entitled to five weeks paid annual leave for each completed year of service with the company.

b) Payment for Leave

Annual leave will be paid at the rate of pay the employee receives at the beginning of the period of annual leave.

Unused annual leave carries forward from year to year.

Annual leave counts as service for all purposes.

**c) Annual Leave Loading**

The employee's ordinary hourly rate of pay is higher to compensate the employee for annual leave loading. No additional loading shall be paid on take annual leave.

The employee(s) and the employer agree that this provision excludes the operation of protected award conditions which deal with annual leave loading.

d) Crediting and Taking Annual Leave

- (i) Accumulated annual leave hours will be credited to an employee upon the completion of each four week period of service with the company.
- (ii) The employer and the employee believe that it is important that all employees take annual leave on a regular basis to ensure that employees are sufficiently rested and have the opportunity to balance work, family and recreational interests. Employees can take annual leave at a time that is mutually agreed between themselves and their employer taking into account the operational requirements of the workplace. The employer will not unreasonably refuse the taking of annual leave.
- (iii) As a general rule, annual leave shall be taken in not more than two periods, provided that neither of such periods shall be less than one week. If an exceptional circumstance warrants it necessary, singular days, which do not constitute a block of annual leave, will be implemented by mutual agreement and would not be subject to a notice period.
- (iv) The company has the responsibility for setting annual leave schedules. Where agreement cannot be reached with you as to your starting date and finishing date, the Company shall provide as much notice as possible but in any case not less than one months notice of your starting date of annual leave.
- (v) If a situation occurs where you have accumulated more than two weeks worth of annual leave over and above your normal accrued entitlements, you will be requested to use this extra-accumulated annual leave. Where possible, these annual leave periods shall be scheduled by mutual agreement, however, it must be taken within a period of two months from time of request.
- (vi) If a situation occurs where there is no work available, employees shall agree to take Annual Leave (where possible).

e) Notice

Employees must provide as much notice as possible to the Supervisor / Manager of the starting date and finishing date when you seek to take your annual leave. At a minimum, unless a shorter period of notice is approved by your Supervisor / Manager, at least one month prior to your requested annual leave start date, a leave application form must be submitted.

f) Cashing out Annual Leave

The employee may, with the agreement of the employer, request in writing, to cash out up to two weeks of their annual leave during each 12 month period. Annual



leave cannot be cashed out in advance of it being credited to the employee. Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the request is made.

40) Personal Leave

a) **Entitlements**

If you are a fulltime employee, you will have access to 88 hours personal leave annually to be used, when you are absent;

- (i) Due to personal illness or injury; or
- (ii) To provide care or support to immediate family or household member who is ill or injured, or in the case of unexpected emergency in relation to the person; or

Paid personal / carer's leave is cumulative.

b) **Unpaid Carer's Leave**

All employee's will be entitled to two days of unpaid leave when an employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because;

- They are sick or injured; or
- There is an unexpected emergency in relation to that person.

Unpaid carer's leave may only be taken after the employee has exhausted their other paid personal or carer's leave entitlements.

c) **Payment**

An employee who qualifies for paid personal leave in accordance with this clause will be paid the amount that they would reasonably have expected to be paid had they worked during the period of their absence.

d) **When leave is credited.**

Paid personal leave will be credited upon the completion of each four week period of service. Paid personal leave is cumulative but will not be paid out on separation of employment. Personal leave counts as service for all purposes.

e) **Notice**

The key priority is that the employer expects and relies upon each team member's ability to be at work as and when required, to achieve the completion of work on time and to the required quality standard. To ensure the smooth running of the business, the employee must make all reasonable effort to advise their manager as soon as reasonably practicable prior to the employee's normal start time on any day of absence. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employees shall

notify the employer by telephone of such absence at the first opportunity on the day of absence.

f) Evidence required for personal leave

A manager / supervisor may request that the employee provide medical evidence or a statutory declaration for any period of personal leave. Medical evidence, or a statutory declaration, is required where the number of days of personal leave taken in a twelve month period exceeds three days. No more than two consecutive days of personal leave may be taken without medical evidence or statutory declaration.

For all personal leave absences, an "Application for Leave" form must be completed as soon as the employee returns to work and submitted to their supervisor / manager for approval. If the employee does not complete an "Application for Leave" form, their Supervisor/Manager shall not be able to authorise the time off and therefore the employee shall default payment.

g) Carer's leave restrictions

The employee is not entitled to take more than 88 hours of paid carer's leave per year, regardless of the amount of personal leave the employee has accumulated over time.

h) Compassionate leave

In the event of the death or serious illness posing a threat to the life of a member of the employee's immediate family or household, the employee may access two days of paid compassionate leave on each occasion. Paid compassionate leave counts as service for all purposes.

An employee taking compassionate leave will be required to produce documentary evidence of the associated death, serious illness or injury of the immediate family or household member. Documents providing satisfactory evidence will outline the relationship of the employee to the deceased or seriously ill person and will include:

- (i) A death notice or certificate;
- (ii) A medical certificate; or
- (iii) A statutory declaration attesting to the nature of the circumstance warranting compassionate leave.

41) Unpaid Parental Leave

a) What is parental leave?

Parental leave is up to 52 weeks unpaid leave to enable you to give birth to a child or to care for a new born or newly adopted child. It includes maternity, paternity or adoption leave.

b) Who is entitled to maternity, paternity or adoption leave?

Parental leave will be available to all full-time, part-time or eligible casual employees.



An “eligible casual employee” means a casual employee:

- (i) who has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (ii) who, but for the pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

c) Where can you find more information on maternity, paternity or adoption leave?

The employer will grant maternity, paternity and adoption leave in accordance with Part 7, Division 6 of the Workplace Relations Act 1996. A copy of these provisions is available on request to your Manager.

42) Public Holidays

- a) Fulltime employees will be entitled to the following recognised public holidays without loss of pay:
 - New Years Day (1 January)
 - Good Friday
 - Easter Monday
 - Christmas Day (25 December)
 - Boxing Day (26 December)

All other prescribed public holidays shall be classified as ordinary working days and paid at ordinary rates.


- b) Fulltime employees may be requested to work on a recognised public holidays and will be entitled to be paid 250 per cent of their ordinary rate of pay.
- c) Casual employees may be requested to work on a recognised public holidays and will be paid a loading of 200 per cent of their ordinary casual rate of pay.
- d) In the event that any of the recognised public holidays listed above 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) The employee(s) and the employer intend that this provision excludes the operation of protected award conditions dealing with public holidays.

43) Rostered Days Off

Plant Operators will not accrue Rostered Days Off.

44) Jury Service

- a) A fulltime employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- b) The employee must notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service and must provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

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


 Signature

 PAUL NEWMAN 27/08/08


 Print Name Date

In the presence of:



 Witness Signature

 Kyle Morrison 27/08/08

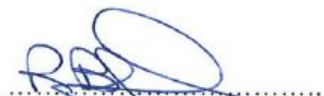
 Print Name Date
Signed for and on behalf of Steritech (Dandenong) Plant Operators


 Employee Representative Signature

 WAYNE NORRIS 27/08/08

 Print Name Date

In the presence of:



 Witness Signature

 RAYMOND BRYDEN 27/8/08

 Print Name Date