

REGISTER OF

ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/227

TITLE: **Simsmetal Limited Sydney Transport Division Enterprise Agreement 2004**

I.R.C. NO: IRC4/2035

DATE APPROVED/COMMENCEMENT: 21 April 2004/1 January 2004

TERM: 30 months

NEW AGREEMENT OR VARIATION: Replaces EA02/221

GAZETTAL REFERENCE: 20 August 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Simsmetal Limited at 31 Frank Street, Wetherill Park, NSW, who fall within the Transport Mixed Enterprises Interim (State) Award

PARTIES: Simsmetal Limited (Sydney Transport Section) -&- the Transport Workers' Union of New South Wales

SIMSMETAL LIMITED SYDNEY TRANSPORT DIVISION ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be referred to as the Simsmetal Limited Sydney Transport Division Enterprise Agreement 2004.

2. Arrangement

This agreement is arranged as follows:

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3. Application

This Agreement shall apply for the Sydney Transport Section of Sims Metal Ltd directed and controlled from 31 Frank Street, Wetherill Park, NSW to all employees who are bound by the terms of the Transport Industry Mixed Enterprises Interim (State) Award in so far these provisions relate to the parties bound by this Agreement.

4. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry Mixed Enterprises Interim (State) Award, the "Award", provided that where there is any inconsistency between this Agreement and the above mentioned award, this Agreement shall take precedence to the extent of the inconsistency.

5. Parties Bound

The Parties to the Agreement are:

- (a) Sims Metal Ltd (Sydney Transport Section);
- (b) Transport Workers Union of Australia (NSW Branch);

6. Period of Operation

This Agreement shall take effect from the first full pay period beginning on or after 1st January, 2004 and shall remain in force until 30th June, 2006.

7. No Extra Claims

It is a term of this Agreement that the Unions and all employees bound by this Agreement will not pursue or take industrial action in support of any extra claims, award or over award, for the life of this Agreement, or during the negotiation process, (refer Clause 8 Review).

8. Review

The parties shall continuously maintain the application of this Agreement to ensure the effective implementation of the structural efficiency and enterprise bargaining, and three (3) months prior to the expiry date of this agreement the parties will start the negotiation process to reach a new agreement embedding further operating efficiencies.

9. Avoidance of Industrial Disputes

Refer to Appendix B - Avoidance of Disputes.

10. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

11. Training

Our commitment to training is both inhouse and external. The inhouse training will be specifically designed to enhance the ability of drivers to perform their driving and related operational tasks and will be inclusive of toolbox meetings to provide safety updates on operational matters.

The external training will be conducted by accredited institutions or organisations and will include training provided by the TWU for the union delegate on matters relating to occupational health and safety and operational issues (limit of five (5) days per annum for the nominated delegate), notwithstanding that these times do not constitute a labour resource problem for Sims Metal Sydney Transport section of any given day.

Whenever possible, the training is to be conducted in work times. Optional attendance outside of normal working hours when training is organised by the Company will be paid under the Award conditions of the day. Any travel expenses incurred by the employee attending such training will be paid in the normal manner.

12. Cross Functions

This is designed to create work groups providing autonomy for employees, reducing the reliance on supervision, and enhance the flexibility to respond to customer and operational needs. Where there is a requirement for a Licence or Permit to carry out these tasks, the attainment of the Licence or Permit will be on a voluntary basis.

Some examples:

- (a) Production personnel be able to move trucks within the yards for loading or unloading purposes, where no drivers are available. (In particular on back shift operation). The production person(s) would be designated for this task and trained by the Transport Department.

- (b) The ability for employees not covered by the Award to operate a truck. An example of which could be the use of an employee not covered by the Award who has the necessary skills and qualifications to drive, load or unload a vehicle in emergency situations. Wherever possible, this would be done in consultation with either firstly the union delegate or a union member.
- (c) Employees can be rotated in their tasks (once fully trained).

13. Workplace Change

- (a) Span of Hours

The span of ordinary hours shall be from 6:00am to 6:00pm.

- (b) Change of Hours

Fixed Start and finish times may be altered, by mutual agreement, within the normal spread of hours at forty-eight (48) hours notice.

- (c) Work Breaks

The Company shall have the ability to alter work breaks within the first six (6) hours of a shift.

- (d) Shift Work

There shall be the flexibility to commence or instigate intermittent shift work on a temporary basis (up to four (4) weeks) at forty-eight (48) hours notice, by mutual agreement.

- (e) Relocation

Employees may be relocated on a temporary basis (up to four (4) weeks) with 24 hours notice within the metropolitan area. This shall follow discussion and agreement of the employees concerned.

- (f) Annual Leave

By mutual agreement with Management, Employees may take annual leave on more than two occasions.

14. Application of 38 Hour Week

The Company maintains its view that the current application of the 38 hour work cycle causes considerable disruption to an efficient operation. However, in the best interest of all parties it has decided to continue to offer the two options.

Employees have previously nominated one of the following options:

- (i) Continue to take an RDO, or
- (ii) Bank all RDO's and be paid out at time and one half rates on 2 occasions per year. Employees will not be allowed to bank more than 12 days.

An employee cannot change their RDO usage without prior agreement of the Transport Manager.

Those people with RDO's who choose to continue to take an RDO each month will be on a permanent roster. The roster will be drawn up for minimum of 3 months at a time.

People who choose to bank RDO's can take an RDO, only after either:

- (i) Requesting it to be added to the roster ie., minimum 4 weeks in advance of requested date

- (ii) After seeking the prior consent of the Transport Manager.

15. Permanent Shift Work

The purpose of including permanent shiftwork in this agreement is to recognise the changing needs of the Company and to highlight the options available to address the Company's requirements.

If shiftwork is to be introduced, the provisions for shiftwork in the Transport Award would be used in principal.

16. Contractor/Sub Contractor Policy

The company has historically made use of the services of contractors and sub contractors as the requirements of the business dictate. The Company wishes to state its intention to continue to use contractors/sub contractors to deal with its business requirements.

17. Outside Labour Hire

The Company undertakes to ensure that any driver hired from an outside labour hire agency shall be paid no less than the relevant wage rates contained within this agreement for the appropriate driver grade.

18. Performance Reviews

- (a) To maintain the on-going improvement process, and gains made by previous agreement(s), the Company states its intention to continue to audit established "Performance Targets" as set out in Appendix A.

Further to the above, the Company proposes to pay a separate productivity/safety bonus over the life of the agreement. Employees who have no at fault accidents will receive these payments.

June, 2004	\$170.00
January, 2005	\$170.00
June, 2005	\$220.00
January, 2006	\$220.00
June, 2006	\$220.00
	\$1,000.00

19. Wages

Wages will be increased as follows:-

Wage Group	Classification Title	Current Rate	Column 1	Column 2
Grade 4	Transport Workers	\$605.55	\$635.82	\$661.25
Grade 5	Transport Workers	\$613.47	\$644.14	\$669.91
Grade 7	Transport Workers	\$636.15	\$667.96	\$694.67
Grade 8	Transport Workers	\$665.50	\$698.77	\$726.72

- (a) The wage increase offered by the Company is a payment of 5 % from the first full pay period beginning on or after 1st January, 2004. The wage increase will increase the current weekly rates to those stated in Column 1.
- (b) Subsequent to the offers made in subclause (a) of this clause, the Company offers a payment of 4 % from the first full pay period beginning on or after 1st January, 2005. The wage increase will increase the current weekly rates to those stated in Column 2.
- (c) The wage increase specified in subclauses (a) & (b) shall constitute the all-purpose rate of pay in respect of employees covered by this Agreement.

- (d) The wages increases referred to in this clause shall not be absorbed into any over award payment and similarly award wage increases which may occur during the life of this Agreement will be absorbed and not passed onto the employees.

20. Superannuation

The Company will recognise the TWU Superannuation Fund as a nominated fund for the purposes of any legislation being enacted that requires the Company to nominate superannuation funds.

21. Anti-Discrimination

- (a) It is the intention of the parties to this agreement to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation in the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates to pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that confirms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

Simsmetal Limited

(signature)

 Sam Nastasi
 NSW Transport Co-Ordinator

 29.01.04

Date:

Russell Chant
Operations Manager NSW
Scrap Division

29.01.04

Date:

Barry Martin
Delegate

29.01.04

Date:

Steve McKenna
Co-Delegate

29.01.04

Date:

Transport Workers Union of Australia
(New South Wales Branch)

(signature)

Tony Sheldon
State Secretary

06.02.04

Date:

APPENDIX A

PERFORMANCE TARGETS

1. Tyres

Target Expense \$ 3,000 Per Month

Tyre costs for each vehicle will be reported on monthly with details.

Reasons for high tyre damage will be discussed with a view to eliminating causal factors.

2. Bins

The procedure as stated in Appendix D for minimising the provision of contaminated bins to Non Ferrous vendors will be adopted.

Target : Zero

3. Truck Cleanliness

Upon completion of each shift or period of work in a particular vehicle, the driver shall ensure the cabin is clean and free from rubbish.

Management will periodically inspect vehicles to ensure compliance with this requirement.

At least once per fortnight, each driver will wash down the truck normally driven at the wash bay at St Marys.

4.. Absenteeism

Whilst in no way affecting the sick leave entitlement of employees as provided under the Award, the Group agrees to limit the sick leave taken by the Group during each 12 month period commencing 1st January, 2004 to an average of 3 days per permanent employee with the Group. (For employees employed for less than the whole period, the "3 days" for that employee shall be adjusted pro-rata).

All sick leave taken during the period shall be included in sick leave total except for any sick leave period of three (3) days or more for which the employee provides a doctors certificate to cover the whole period of absence.

5. Truck Productivity

Methods of improving productivity to be discussed include the following:

Positive feed back to the Transport Allocator of all bins that are not full, low weights etc;

Reduction in loads being transferred from Wetherill Park to St Marys;

Use of dogs and pigs;

Delays at vendors and Sims yards;

Equipment Design;

Transport Allocator to monitor cost per tonne and review ways to reduce these costs.

6. Occupational Health & Safety

Health and Safety Committee meetings will be held to:

Identify risks and decide action to reduce or avoid risks;

Review accident history and methods of avoiding accidents;

Review progress on actions taken.

Employees will alert the Company to risks as they become aware of them and the Company will take appropriate action.

APPENDIX B

AVOIDANCE OF DISPUTES

Intent

This procedure provides a series of steps whereby the parties in dispute engage in discussion and problem solving with a view to settling conflict by negotiation.

Work will continue normally whilst the procedure is exercised so as to ensure employees do not lose income and the Company does not lose production, or any reduction in Customer Service levels.

Commencement

Once a dispute is identified, the pre-dispute conditions will be maintained for the duration of the dispute settling procedure unless some other condition is necessary to safeguard personnel or plant/equipment, in which case, the Business or Functional Manager concerned, will communicate his reasons to the

person representing the personnel involved. Such a decision will be without prejudice to any final solution reached.

Responsibilities

Union Representatives accept their obligation to ensure work continues normally during the dispute settling procedure.

Management representatives at all levels accept their obligation to ensure pre-dispute conditions are maintained for the duration of the dispute settling procedure.

Procedure

STEP

The details of the dispute or claim will be presented to the Supervisor.

If the supervisor's immediate response is unacceptable or if there is a need to further investigate, the situation will be referred to a senior office.

It will be the supervisor's obligation to provide a response to the issue as soon as possible. If a response is not given by the end of the supervisor's next ordinary shift, then he will give a progress report which will include an undertaking as to the time by which a response will be given.

STEP

If the response provided is not acceptable, the aggrieved person and/or union representative may seek discussion with the Business or Functional Manager.

STEP

If resolution cannot be reached, then either party will refer the matter to the Australian Industrial Relations Commission.

APPENDIX C

Discipline Policy

Objectives of Discipline Policy

A clear and effective Discipline Policy is fundamental in achieving production efficiency, safety and sound industrial relations. Disciplinary action is only necessary where the initial counselling of an employee has been unsuccessful. The most effective method of correcting inappropriate behaviour is by rewarding or acknowledging appropriate behaviour.

Stages of Discipline

The Unions and the Company agree on the following disciplinary procedure to be applied in the event of an employee's unacceptable work performance and behaviour.

Stage 1 - To Counsel

In this process, the supervisor attempts to establish if there are reasons behind inappropriate behaviour. In order that this stage is effective, the supervisor must make a genuine attempt to understand the employee's behaviour. Having established the cause of the behaviour, the supervisor can ascertain whether or not the Company is able to assist the employee. The Supervisor will explain to the employee how their performance/behaviour is unacceptable and what is expected to be corrected. The Supervisor will use the 'Record of Disciplinary Action form' to cover the nature of the initial discussions.

Stage 2 - First Warning

Where unacceptable work performance/behaviour continues, the employee will be given a formal written warning, using the 'Record of Disciplinary Action form', by Management after having indicated clearly to the employee:

- (a) What is expected and required of him/her.
- (b) Where and how he/she has failed to meet the required standard.
- (c) What he/she must do to reach the required standard.
- (d) What the consequences will be of failure to improve as required, if this may result in the employee being dismissed, it must clearly be stated and recorded so that there can be no misunderstanding that the employee's job is in jeopardy.

This warning is to be issued in the presence of the Delegate, Supervisor and/or Manager.

In the event that there is no repetition of the same misdemeanour for a period of six (6) months, the warning will lapse. This warning will be kept on the employee's file.

Stage 3 - Final Warning

This is the final written warning before appropriate action is taken by management, ie., demotion, transfer, dismissal. The employee is informed that if there is a repetition of the offending behaviour/poor performance, the employee will be subject to appropriate disciplinary action, including dismissal and that his/her job is in jeopardy.

This final written warning, using the Record of Disciplinary Action form, is also to be given in the presence of the Delegate, Supervisor and/or Manager.

In the event that there is no repetition of the misdemeanour for a period of twelve (12) months, the warning will lapse. This warning will be kept on the employee's file.

Repetition of Misdemeanours After Lapse of Warnings

In the case of an employee whose first warning has lapsed, where there is a repetition of the same misdemeanour within a period of four (4) months, he/she will be placed on a first warning.

In the case of an employee whose final warning has lapsed, where there is a repetition of the same misdemeanour within a period of six (6) months, he/she will be placed on a first warning.

Should there be occasions where an employee, through his/her actions, indicates a failure to improve their performance and is abusing the warning system the situation will then be resolved through discussion between the Manager & Delegate and the use of ongoing warnings will be reviewed.

Avoidance of Disputes

In the event that there is disagreement between the parties on what level of disciplinary action is required, the matter will be subject to further discussions between the parties consistent with the dispute settlement procedure in the Sims Metal Enterprise Agreement. Where the parties cannot reach agreement the matter will be referred to the NSW Industrial Commission for resolution. Both parties shall withhold any form of industrial action until a decision is made by the Commission and both parties will abide by that decision.

Degrees of Discipline

Appropriate disciplinary action must be chosen for each misdemeanour. Different circumstances in each case make it impossible to generalise about which action is appropriate. Listed below however, are some guidelines for the assistance of supervisors.

Category 1

Absenteeism
Inefficiency and poor performance
Poor timekeeping
Minor breach of safety regulation
Leave workplace without permission

Appropriate Discipline
Work through stages of discipline

Category 2

Negligence
Malingering
Major breach of safety regulations

Appropriate Discipline
May be necessary to by-pass counselling stage and give a warning to employee.

It should be noted that serious breaches of any of the above can lead to the employee(s) being summarily dismissed.

Category 3

Possessing or consuming alcohol or other drugs on the job
Being under the influence of drugs or alcohol during working hours
Deliberately damaging Company property and personal property
Falsifying timesheets or Doctors' Certificates
Threatening/abusing a work mate or supervisor

Clocking on/off offences
Theft or misappropriation of Company funds, equipment or materials.

Appropriate Discipline
May be necessary to summarily dismiss employee in the presence of Union Delegate and Manager. Where mitigating circumstances exist it may be appropriate to give a final warning or to terminate the employee's contract of employment with due notice.

RECORD OF DISCIPLINARY ACTION				
NAME OF EMPLOYEE:				
EMPLOYEE NO:		DATE:		TIME:
STAGE 1	COUNSELLING			
STAGE 2	FIRST WARNING			
STAGE 3	FINAL WARNING			
(A) SUMMARY OF BEHAVIOUR/INCIDENTS THAT HAVE LED TO THIS ACTION:-				
(B) WHAT RESPONSE DID THE EMPLOYEE GIVE AS EXPLANATION:-				
(C) WHAT ACTION WILL BE TAKEN:-				
* At this stage the interview can be interrupted for further investigation.				
(D) WHAT IS EXPECTED OF THE EMPLOYEE:-				
NOTE TO EMPLOYEE:				
CONTINUATION OF THIS CONDUCT MAY/WILL LEAD TO TERMINATION OF YOUR EMPLOYMENT. YOUR CONDUCT WILL BE				
REVIEWED ON/ TO ASSESS WHETHER ANY IMPROVEMENT HAS OCCURRED.				
SIGNATURE OF MANAGEMENT REPRESENTATIVE CONDUCTING INTERVIEW				
				ANY WITNESSE/S:
I (SIGNATURE OF EMPLOYEE) ACKNOWLEDGE THIS TO BE AN ACCURATE ACCOUNT OF THE RECORD OF INTERVIEW.				
				NAME
				POSITION
				SIGNATURE

APPENDIX D

PROCEDURE FOR SUPPLY OF BINS FOR NON FERROUS SCRAP

1. Allocator Will Advise Type of Non Ferrous Material to be Loaded in Bin.
2. Driver to visually check bin for contamination with respect to scrap to be loaded.

3. If contaminated, bin must be either changed for a bin free from contamination or cleaned by whatever means are necessary to remove the contamination.