

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/251

TITLE: Metalcorp Recyclers Hexham/Lisarow Enterprise Agreement 2004

I.R.C. NO: IRC4/4845

DATE APPROVED/COMMENCEMENT: 16 August 2004/8 May 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/342

GAZETTAL REFERENCE: 1 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Metalcorp Recyclers Pty Ltd trading as Smorgon Steel Recycling, at 107 Sparke Street, Hexham 2322 and 902-909 Pacific Highway, Lisarow 2250 who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: Metalcorp Recyclers Pty Ltd t/as Smorgon Steel Recycling -&- The Australian Workers' Union, New South Wales, Transport Workers' Union of New South Wales

METAL CORP RECYCLERS PTY LIMITED TRADING AS SMORGON STEEL RECYCLING HEXHAM/LISAROW ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be referred to as the 'Metalcorp Recyclers Hexham/Lisarow Enterprise Agreement 2004'.

2. Arrangement

This Agreement is arranged as follows:

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application
4.	Parties Bound
5.	Date and period of operation
6.	Relationship to Parent Award
7.	Intent of Agreement
8.	Goals
8.1.	Objectives
8.2.	Specific items
9.	Flexible Operations
10.	Workplace Arrangements
11.	Application of 38 Hour Week
12.	Wage Arrangements
13.	Rates of Pay
14.	Allowances
15.	Allowances not subject to penalty additions
16.	Overtime
17.	Key Performance Indicator Based Payments
18.	Personal Leave
18.1.	Paid personal leave available while absent
18.2.	Amount of personal leave dependant on service
18.3.	Maximum amount of accumulated personal leave
18.4.	Pre-Agreement sick leave entitlement
18.5.	Single Day Allowances
19.	Annual Leave Loading
20.	Training
21.	Consultation and Review
22.	No Disadvantage
23.	Union Representation
24.	No Extra Claims
25.	Not to be Used as a Precedent
26.	Avoidance of Industrial Disputes
27.	Disciplinary Procedure
28.	Alcohol and Drugs
29.	Redundancy
30.	Signatories to Agreement

Appendix 'A' - Avoidance of Disputes

Appendix 'B' - Disciplinary Policy & Procedure

Appendix 'C' - Key Performance Indicator Based Payments

Appendix 'D' - Classification Grading System

Appendix 'E' - Anti-Discrimination

Appendix 'F' - Allowances

3. Application

This Agreement shall apply to employees of:

- a. Metalcorp Recyclers Pty Limited ACN 002 707 262 trading as Smorgon Steel Recycling, at 107 Sparke Street, HEXHAM 2322; and
- b. at 902 - 909 Pacific Highway, LISAROW 2250.

(whether in a union or otherwise) whose terms and conditions of employment are regulated by this agreement.

4. Parties Bound

The parties to this Agreement are:

- a. Metalcorp Recyclers Pty Limited
- b. The Australian Workers Union, Newcastle Branch
- c. The Transport Workers Union - Newcastle Branch
- d. Employees of Metalcorp Recyclers Pty Limited (whether in a union or otherwise) whose terms and conditions of employment are regulated by this agreement.

5. Date and Period of Operation

- a. This Agreement will commence on 8 May 2004 and will operate until 7 May 2006.
- b. If the parties agree it will continue to operate until it is replaced by another Agreement or terminated by either of the parties.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Metal, Engineering and Associated Industries (State) Award. Where there is any inconsistency between this Agreement and the award, this Agreement will apply to the extent of the inconsistency.

7. Intent of Agreement

The intent of this Agreement is for the parties to acquire a common understanding of what is required to achieve efficiency, effectiveness and cost competitiveness in the scrap metal business environment prevailing in the area of operations of the Company's customer base.

As part of this Agreement the parties acknowledge that all employees will have the opportunity to enhance their skills and when competent to perform tasks will do so without limitations or restrictions.

It is expected through the operation of this Agreement that the following outcomes will be achieved:

Consultation and co-operation will promote mutual understanding of the needs of the business to grow and sustain profitability for all stakeholders (viz. Customers, Shareholders, Suppliers and Employees).

- (a) Relationships between the parties will be grounded in trust and the common goal of progressive introduction of technology and work organisation change.
- (b) A reward system will be maintained which recognises that employees will be encouraged and will co-operate in the development of personal skills.

- (c) Security of employment, improved working conditions, safe operating conditions and competitive remuneration will become a reasonable expectation.

8. Goals

8.1 Objectives

- (a) To gain acceptance of the work concepts of safety, productivity , quality and customer satisfaction.
- (b) To establish systems that monitor performance, attitudes and outcomes in all major areas of the company's activities.
- (c) To ensure productive performance reflects in improved returns to shareholders.
- (d) To establish a prevailing culture of continuous improvement in all facets of the Company's activities

8.2 Specific items

- (a) A consultative committee will be established and will meet at regular intervals to confer on matters of mutual interest.
- (b) A comprehensive training program embodying all aspects considered critical to the success of the business will be established.
- (c) A team centred approach to work will be facilitated as well as improved work methods and practices that will lead to maximum flexibility in dealing with productivity, quality, safety and customer satisfaction issues.
- (d) An improvement program integrating quality assurance principles will be established.
- (e) Key performance indicators will be established which will form the basis of continuing efforts to address and implement necessary change.

9. Flexible Operations

The concept of Flexible Operations embodies the creation of work teams to function with reduced dependence upon supervision and adapt to meet the needs of the task or job, including, but not limited to:

- (a) production employees performing maintenance tasks within their training and capability.
- (b) maintenance employees performing production/processing tasks as needed.
- (c) production and transport employees working interchangeably in either function.
- (d) staff employees performing tasks for which they are trained and capable to assist or replace production, maintenance or transport personnel when needed and practical under the following situations, to effect training, to improve safety and/or to overcome emergencies.
- (e) personnel rotation within and between tasks irrespective of normal job assignment.

10. Workplace Arrangements

The Agreement provides for the implementation of the following workplace arrangements:

- (a) the spread of normal hours of duty will be from 0500 to 1800 hours daily, except in circumstances where the Company has given at least 24 hours notice of variation of normal hours. Any such variation will be supported by the reason for variation and the period of variation being given no later than at the time notice of variation is given.
- (b) personnel qualified and graded accordingly will participate in remote job rotation,
- (c) an employee's normal place of work may be changed on a temporary basis with 24 hours notice of new location and length of redeployment.
- (d) Meal times will be taken within the first 6 hours of the day or shift to suit the requirements of the job or the Company;
- (e) Annual leave may be rostered to be taken in 2 or more separate periods one of which period will be of no less than one week in duration.
- (f) Up to 8 hours exceeding normal hours of duty may be accumulated with management approval and taken as paid time in lieu of overtime with the agreement of the Company.
- (g) Shift work may be introduced with 48 hours notice of commencement and period of duration.

11. Application of 38 Hour Week

The ordinary working hours per week will be 40, being 7.6 ordinary hours worked per day over 5 days per week and 0.4 ordinary hours accrued per day to provide for a 7.6 hour paid rostered day off work following each 19 days worked.

Rostered days off will be taken flexibly in accordance with the following arrangements:

- (a) Rostered days off already accrued at the commencement of this agreement will remain as an entitlement to be taken within the terms of this agreement.
- (b) Each employee may elect to accumulate up to 12 rostered days off, 6 of which will be used to cover a plant closure period over the Christmas and New Year period of each year, the balance of which may be taken as days off with pay in a mutually agreed manner.
- (c) Any accumulated rostered days off remaining accrued at the end of November each year will be paid to the employee prior to the commencement of the Christmas/New Year shut down period each year.
- (d) An employee terminating employment with the Company will be paid any accumulated rostered days off in the final payment.

12. Wage Arrangements

- (a) A probationary period of three (3) months regardless of classification or grade will apply to any appointment, during which time the employer may terminate the employee with notice being the balance of the day or shift.
- (b) At the end of a satisfactory probation period the employee will be classified within the classification structure and grading system forming part of this agreement.
- (c) To maintain classification and/or grade, an employee will be required to demonstrate competence in the role at specified appraisal periods.
- (d) An employee can be regraded up or down as a consequence of the appraisal process. The new grading/classification will apply for a period of 200 hours at the conclusion of which time a further appraisal will result in confirmation or variation of the grading/classification, in which case a further 200 hour review period will apply.

- (e) Nothing in this agreement prevents the employer from terminating an employee for unsatisfactory performance provided the disciplinary procedure has been exercised.

13. Rates of Pay

The agreed enterprise rates of pay for all classifications covered by this agreement will increase by:

4.3% from the first full pay period on or after 8 May 2004, and

4.0% from the first full pay period on or after 8 May 2005.

14. Allowances

Please refer to Appendix 'F' - Allowances.

15. Allowances Not Subject to Penalty Additions

Allowances provided by this agreement are not subject to any premium or penalty addition.

16. Overtime

For all work performed in excess of ordinary hours on any day or shift, the overtime rates of pay are time and a half for the first two (2) hours and double time thereafter.

17. Key Performance Indicator Based Payments

Refer to Appendix 'C' - KPI Based Payments.

18. Personal Leave

18.1 Paid personal leave is available to a full time employee for absences:

- (a) owing to personal illness or injury (sick leave),
- (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave),
- (c) for bereavement on the death of an immediate family or household member (bereavement leave).

18.2 Personal leave will be available to be taken after three (3) months service as follows:

- (a) up to 72 hours is available in the first year of employment comprising 56 hours sick leave and 16 hours carer's and/or bereavement leave.
- (b) up to 96 hours is available in the second and subsequent years of employment comprising 80 hours sick leave and 16 hours carer's and/or bereavement leave.
- (c) carers leave may be extended by a further 24 hours taken from the employee's sick leave proportion of personal leave.
- (d) Only the unused sick leave component of personal leave will accumulate from year to year.
- (e) Personal leave will be taken in hours absent from normal duty.

18.3 Maximum Amount of Accumulated Personal Leave

Personal Leave may accumulate to a maximum of 960 hours.

18.4 Pre-Agreement Sick Leave Entitlement

Employees who, at the commencement of this Agreement, have an unused entitlement to accumulated sick leave, shall commence this Agreement with that accumulated entitlement as accumulated personal leave

18.5 Single Day Allowances

An employee who has had two (2) paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

19. Annual Leave Loading

Day work employees will receive a loading calculated at 25% of their base rate of pay whilst on annual leave.

20. Training

The company's commitment to training is both internal and external.

Internal training is designed to enhance the flexibility of employees in performing various tasks.

External training will be conducted by accredited institutions or organisations.

The intent of this training is to enable all employees to be involved in skills enhancement leading to progression in career path and higher classification hence remuneration.

Whenever possible, training will be conducted in normal work time. A rate of 'time and a quarter' will apply for training conducted outside of normal working hours

Reasonable expenses incurred by the employee whilst attending training organised by the company will be reimbursed.

For training specifically conducted to enable an employee to qualify for advancement through classification grades or transfer to a higher classification the employee will be paid at their existing rate of pay for the first one hundred and sixty (160) hours of training time notwithstanding training may involve performing tasks which normally attract a higher rate of pay.

After completion of 160 hours training to a higher grade or classification, an employee required by the Company to perform the duties of the higher grade or classification for more than two hours during a day or shift shall be paid the higher rate for such day or shift. If the period of work at the higher grade or classification is for two hours or less during a day or shift the higher rate will be paid for the time so worked.

An employee shall not progress to a higher classification until:

- (a) the employee is capable of effectively performing through assessment or appropriate certification the skills required of that higher level; and
- (b) the appropriate equipment is available; and
- (c) a position becomes available at the higher classification level; and
- (d) the employee is appointed to that vacant position.

In the event of a dispute over the level of skills and competence held by an employee (unable to be resolved through consultation at the workplace) the parties may seek the assistance of an outside training and assessment body (such as an institute of technology) to assess the skills and competence of the employee.

Employees who have attained qualifications, and are able to use that qualification on a regular basis, should by arrangement, be given the opportunity every 6 months to use their skills in order to maintain the levels attained.

21. Consultation and Review

A committee will be formed for the purposes of implementing this Agreement. The committee will consist of three (3) employee representatives and two (2) management representatives. The parties may co-opt additional representatives.

Each month or as required the committee will review and monitor progress against agreed key performance indicators. Where indicated, the committee will recommend corrective actions for areas where targets are not being achieved.

22. No Disadvantage

This Agreement will not operate so as to cause an employee to suffer a reduction in ordinary time earnings or conditions of work.

23. Union Representation

A duly accredited official or officer of a union, party to this Agreement, will be permitted to address employees during non-working time.

Union officials/officers prior to visiting the site will contact a Company management representative to advise the time and reason for the visit.

Union officials/officers visiting a Company workplace must notify site management of their arrival by reporting to reception (office) and entering details in the visitors log.

Subject to reasonable prior notice paid leave of one (1) day and unpaid leave of two (2) days in each calendar year will be allowed for one (1) union delegate to attend official union meetings.

24. No Extra Claims

It is a term of this Agreement that the parties will not pursue any extra claims or participate in any industrial action in support of extra claims, award or over award for the duration of this Agreement.

25. Not to Be Used as a Precedent

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

26. Avoidance of Industrial Disputes

Refer to Appendix 'A' - Avoidance of Disputes.

27. Disciplinary Procedure

Refer to Appendix 'B' - Disciplinary Policy and Procedure.

28. Alcohol and Drugs

Any person deemed to be under the influence of drugs and/or alcohol will be required to undergo medical testing/sampling for the presence of alcohol and/or drugs.

29. Redundancy

As per State Metal and Engineering Industry (NSW) Award

30. Signatories to Agreement

Signed for and on behalf of the Company by its authorised representative:

Name (print): Danny Murphy

Signature:.....

Address (print): 4 Finch Place Glenwood 2768

Date: 29/06/2004

in the presence of Witness:

Name (print): Tony Estatheo

Signature:

Address (print): 28 Lowe St Metford

Date: 29/06/2004

Signed for and on behalf of Metalcorp Recyclers Employees by nominated employee representative:

Name (print): Paul Coombe

Signature:

Address (print): 42 Hocford Cres Thornton 2322

Date: 29/06/2004

in the presence of Witness:

Name (print): David Taylor

Signature:

Address (print): 42 Main Rd Cliftleigh

Date: 29/06/2004

Signed for and on behalf of the Transport Workers Union by its authorised representative:

Name (print): A. Sheldon

Signature:.....

Address (print):90 Cowper St Parramatta NSW

Date: 26/07/2004

in the presence of Witness:

Name (print): Mark Crosdale

Signature:

Address (print): c/o 96 Tuder St Newcastle

Date: 26/07/2004

Signed for and on behalf of the Australian Workers Union by its authorised representative:

Name (print): Kevin Maher

Signature:

Address (print): 161 Maitland Road, Mayfield Newcastle NSW 2304

Date: 02/07/2004

in the presence of Witness:

Name (print):

Signature:

Address (print):

Date:

APPENDIX 'A'

AVOIDANCE OF DISPUTES

INTENT

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

Work will continue normally whilst the procedure is exercised.

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 Manager concerned, will communicate their 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 unless safety considerations require alternative arrangements.

PROCEDURE

STEP 1 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 the manager.

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 2 -

If the response provided is not acceptable, the aggrieved person may seek discussion with the manager.

STEP 3 -

If resolution cannot be reached, then either party will refer the matter to the Industrial Relations Commission of New South Wales.

APPENDIX 'B'

DISCIPLINARY POLICY & PROCEDURE

1. Objectives of the Policy

- 1.1 Fairness and equity in the treatment of employees.
- 1.2 Encourage improvement in work performance and behaviour at work.
- 1.3 Management of discipline, including termination, in a valid and procedurally fair manner.

2. Policy Statement

The Company is committed to communication of an arrangement for managing discipline consistently, which ensures legal compliance as well as fairness and equity in outcomes.

3. Disciplinary Procedure

Stage 1 - Counselling

The purpose of the counselling session is to advise the employee of the conduct that is of concern and to establish any reasons for the behaviour and whether the company can provide assistance to avoid further instances of unacceptable behaviour through training or other action. The employee should be given an opportunity to defend himself/herself against the complaint with assistance of another person if requested by the employee. The company must give consideration to matters raised by the employee.

The employee and the employer should attempt to reach agreement on action required to remedy the problem by a specified date. The employee should be informed that the counselling session will be recorded in his/her personal file by way of a Record of Interview form.

Stage 2 - First Written Warning

The employee should be advised of the reason(s) for the disciplinary interview and be given an opportunity to defend himself/herself against the complaint(s) with assistance of another person if requested by the employee. The company must give consideration to matters raised by the employee which may require further investigation. If a warning is to be issued the employee and employer should attempt to reach agreement on action required to remedy the problem. The employee should be informed that:

- (a) a warning has been issued for unacceptable behaviour following earlier counselling and is recorded in his/her personal file by way of a Record of Interview form.
- (b) continuation of such conduct will lead to dismissal.
- (c) his/her conduct will be reviewed on a specified date - being a reasonable time frame required for improvement.
- (d) within 24 hours of the disciplinary interview a written warning based on the record of interview will be issued to the employee and a copy placed in the employee's personal file.

Stage 3 - Final Written Warning

The employee is to be advised of the reason(s) for the disciplinary interview and, should be given an opportunity to defend himself/herself against the complaint(s) with assistance of another person if requested by the employee.

The company must give consideration to matters raised by the employee which may require further investigation.

If a written warning is to be issued, the employee and employer should attempt to reach agreement on action required to remedy the problem.

The employee should be informed that:

- (a) a final warning has been issued for unacceptable behaviour following previous counselling and warning which will be recorded in his/her personal file by way of a Record of Interview form.
- (b) a continuation of unacceptable behaviour will lead to dismissal.

- (c) conduct will be reviewed on a specified date.
- (d) within 24 hours of the disciplinary interview a written warning based on record of interview will be issued to the employee and a copy placed in the employee's personal file.

Stage 4 Termination of Employment

Subject to:

- (a) careful investigation of all the facts; and
- (b) after the employee has had an adequate opportunity to defend himself/herself against the complaint, with the assistance of another person if requested by the employee; and
- (c) the company having given consideration to matters raised by the employee which may required further investigation, the employer may dismiss the employee.

4. Guidelines for Termination of Services

In conducting an interview likely to lead to termination, the general principles outlined for disciplinary interviews should be observed, but it will also be necessary to address the following issues:

- (a) the reason for proposed termination;
- (b) the person's employment history and record;
- (c) whether adequate written warnings have been given and the Company's disciplinary procedures have been followed;
- (d) whether the employee has had adequate opportunity to defend himself/herself;
- (e) whether the employee requires the assistance of another person in defending himself or herself;
- (f) whether any reasonable alternatives to termination exist;
- (g) the completion of the termination advice.

5. Termination Without Notice

An employer has a legal right to summarily dismiss an employee without notice for serious misconduct.

Summary dismissal may be justified in cases such as:

- (a) neglect of duty;
- (b) inefficiency or incompetence;
- (c) insubordination and abuse;
- (d) dishonesty, including theft;
- (e) alcohol and drug abuse;
- (f) misbehaviour, including threats and /or fighting;
- (g) serious and wilful misconduct;
- (h) wilful damage to plant and equipment.

6. Authority to Exercise Disciplinary Procedure

STAGE	ACTION	AUTHORISED PERSON
1	Counselling	Supervisor
2	First Written Warning	Operations Manager
3	Final Written Warning	Operations Manager/General Manager
4	Termination of Employment	General Manager

7. Life of Warnings

Warnings are current for 12 months following the date of issue after which time the Disciplinary Procedure will recommence, however as the degree of disciplinary action is subject to the employees record abuse of the warning system may result in a final written warning being issued.

RECORD OF INTERVIEW

Counselling First Written Warning Final Written Warning

Mr/Mrs/Ms/Miss.....Date

Clock/Employee No.Time

This is to record that you were interviewed in relation to the following matters:

You were given an opportunity to respond to the complaints outlined above and the following response was given:

The company decided to proceed/not proceed with the counselling/warning because:

As a result of the interview:

It was agreed you were informed the following change should occur -

A first/final written warning will be issued and a copy placed on your personal file.
(Delete if counselling session only)

Continuation of this conduct may/will lead to termination of your employment.

Your conduct will be reviewed on to assess whether the change has occurred.

Management representative conducting interview:

Witnesses Present	Signature:
Name:	Name:
Position:	Position
Signature	Signature

acknowledge this to be an accurate account of the record of interview.

Employee Signature:

APPENDIX 'C'

KEY PERFORMANCE INDICATOR BASED PAYMENTS

KPI BASED PAYMENTS

Objective

To provide for all employees to share in Metalcorp Recyclers financial success.

Purpose of the Plan

As a Company, we must focus our resources to control and reduce costs to achieve the best possible results. We need the active participation and support of employees, the people who know their jobs better than anyone else because they do the work.

In recognition of this involvement KPI'S will be established for above average performance and efforts will be rewarded. This will help Metalcorp Recyclers compete favourably with our competitors.

KPI'S

Incentives shall be based on meeting targeted improvements in the following KPI's:

safety (number of lost time injuries) - maintain the number of lost time injuries of zero;

safety (number of medical treatment injuries) - reduce the number of medical treatment injuries by 20% each year;

equipment utilisation - 2004 = 80% and 2005 =90%.

What if Only Some targets are Met?

Where targets are met for some but not all the KPI's then employees will receive the incentive based on the targets met. E.g. if target reduction in lost time injuries is not met, then only a 0.75% increase shall be paid.

Target Setting

Targets will be set and agreed upon by the Metalcorp Recyclers Consultative Committee comprising both management and employees, based on meeting achievable levels of improvement and providing sufficient monetary return.

The Committee will review progress made against the target set and as required, establish targets for the next period. Employees shall be advised at least on a monthly basis of progress made by the Company and their individual sections.

Key Performance Indicators (KPI's)

The parties acknowledge that the continued implementation of KPI's throughout Metalcorp Recyclers Pty Limited is an important means of improving the performance of Metalcorp Recyclers Pty Limited by identifying areas for improvement, measuring performance and identifying ways of reducing costs.

Employee and management representatives are committed to allocating their time and effort in ensuring that KPI's are positively pursued in Metalcorp Recyclers Pty Limited.

APPENDIX 'D'

Classification Grading System

Grade Definitions General

Grade 1

An employee at this level has completed up to three (3) months structured training and Probation, and:

- (a) Works in accordance with company policies, standard operating procedures and established criteria;
- (b) Works under direct supervision either individually or in a team environment;
- (c) Understands and carries out basic quality assurance procedures;
- (d) Understands and utilises basic process control procedures for equipment/plant under his /her control;
- (e) Follows safe work practices and reports workplace hazards;
- (f) Accepts the responsibility of his/her own actions.

Grade 2

An employee at this level is competent in all Grade 1 tasks and:

- (a) Is responsible for the quality of his/her work;
- (b) Works under routine supervision either individually or in a team environment;
- (c) Exercises discretion within his/her level of skills and training;
- (d) Assists in the provision of on the job training.

Grade 3

An employee at this level is competent in all Grade 2 tasks and:

- (a) Carries out complex instructions and procedures;
- (b) Coordinates work in a team environment;
- (c) Is responsible for ensuring quality assurance procedures are carried out

Grade 4

An employee at this level is competent in all Grade 3 tasks and:

- (a) Understands and applies safe work and quality assurance practices;
- (b) Exercises interpersonal and communication skills;
- (c) Exercises discretion;
- (d) Works under limited supervision either individually or in a team environment;
- (e) Inspect products and/or materials for conformity with established operational standards.

Grade Definitions Specific

Operator

Grade 1: Trainee, ticketed with minimum experience. Appraisal at six (6) monthly intervals

Grade 2: Intermediate operator, competent and licensed on two (2) machines. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

Grade 3: Experienced operator, competent on at least four (4) machines or three (3) machines and holds a HR or HC truck license. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

Grade 4: Selected and experienced operator on offsite machines and/or responsible for scrap handling section within the yard, skill level same as grade 3 operator. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

Definitions:

Trainee: Limited exposure to scrap handling/processing.

Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.

Machines: Magnet, shears, grab, loader, shredder and car crusher.

Truck Driver

Grade 1: Trainee with minimum experience, must hold either HR or HC licence. Appraisal at six (6) monthly intervals.

Grade 2: Intermediate/competent truck driver, competent on Hiab and Murrell trucks (no trailers). Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

Grade 3: Experienced/competent truck driver, must be able to drive all trucks (including trailers). Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

Grade 4: Experienced/competent truck driver with a skill level equivalent to grade 3 truck driver together with the skill level as a grade 2 operator. Competent in scrap grading and customer service.

Definitions:

Trainee: Limited exposure to scrap handling/processing.

Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level

Machines: Magnet, shears, grab, loader, shredder and car crusher.

Non Ferrous Operative

Grade 1: Trainee with minimum experience, general hand duties. Appraisal at six (6) monthly intervals.

Grade 2: Knowledge of non ferrous products, general hand duties, holder of fork and bobcat ticket. Appraisal at six (6) monthly intervals. Competent in customer service.

Grade 3: Competent buyer/sorter, extensive non ferrous experience that requires minimal supervision.

Grade 4: Competent buyer/sorter, extensive non-ferrous experience work unsupervised, able to perform all duties including acting supervisor when required.

Definitions:

Trainee: Limited exposure to scrap handling/processing.

Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.

Burner

Grade 1: Trainee with minimum experience. Appraisal at six (6) monthly intervals.

Grade 2: Intermediate/competent burner with a minimum of six (6) months experience in scrap processing. Appraisal at six (6) monthly intervals. Competent in scrap grading.

Grade 3: Experienced/competent burner who has the same skill level of grade 2 operator but who has more than a years experience in this role. Competent in scrap grading.

Grade 4: Selected, experienced and competent burner who works offsite. Competent in scrap grading.

Definitions:

Trainee: Limited exposure to scrap handling/processing.

Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.

Machines: Magnet, shears, grab, loader, shredder and car crusher.

Shredder/General Labourer

Grade 1: Trainee with minimum experience on shredder, non-ferrous, hiab crane and learner on forklift.

Grade 2: Competent shredder labourer, able to deal with all operational facets downstream of shredder, holder of forklift ticket, holder of confined spaces ticket.

Grade 3: Competent shredder labourer, responsible for dealing with all operational facets downstream of shredder, holder of forklift ticket, holder of confined spaces ticket, relief shredder operator.

Grade 4: Competent shredder operator, responsible for dealing with all operational facets of shredder, holder of forklift ticket, holder of confined spaces ticket.

Definitions:

Trainee: Limited exposure to scrap handling/processing.

Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.

APPENDIX 'E'

Anti-Discrimination

- (i) 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.
- (ii) 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 of 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.

- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) 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 conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

APPENDIX 'F'

Allowances

- (a) Mechanical Lifting Device Allowance

Truck Drivers required to operate mechanical lifting devices fitted to trucks, specifically Hiab type cranes and Murrell bin loaders will be paid an additional amount of \$22.50 per week or part thereof.

- (b) Leading Hand Allowance

Employees appointed by the Company as leading hands will be paid an additional amount of \$24.85 per week or part thereof.

- (c) First Aid Attendant / Fire Response / Emergency Warden Allowances

An employee who is a current holder of appropriate first aid qualifications and is appointed by the Company as a First Aid Attendant or is appointed as Fire Response Crew or Emergency Warden will be paid an amount of \$10.20 per week or an amount of \$16.00 per week if acting in more than one of these roles.

- (d) Site Allowance

When employees are required to stay overnight for durations of more than one day and conditions at the site are not equal to normal yard conditions, or site allowances are applicable to that particular site, an allowance will be paid.

For Grade 4 staff who have to organise the job the rate will be \$20.00 per day.

For labourers and assistants the rate will be \$15.00 per day.

