



**SIMS
METAL**

Sims Metal Perth Metropolitan Collective Agreement 2023



Sims Metal acknowledges the First Nations people of the lands where we live and work. We recognise their continuing connection to land, waters and culture. We pay our respects to their Elders, past and present.

1. TITLE

This agreement shall be known as the Sims Metal Perth Metropolitan Collective Agreement 2023.

2. ARRANGEMENT

The agreement is arranged as follows:

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3. APPLICATION

3.1 This agreement shall apply to Sims Metal Ltd, a division of Sims Group Australia Holdings Limited and to all employees engaged in any of the occupations, industries or callings to this agreement in so far as those provisions relate to the parties referred to in Clause 4 – Parties Bound by this Agreement.

4. PARTIES BOUND

The parties to this Agreement are:

4.1 Simsmetal, a division of Sims Group Australia Holdings Limited (“the Employer”).

4.2 All employees of the employer, employed under the classification structure outlined in Appendix A of this agreement (“the Employees”) employed at,

- Kwinana Yard – Lot 100 Donaldson Road, Kwinana Beach, WA, 6167
- Welshpool Yard – 153 Welshpool Road, Welshpool, WA, 6106
- Malaga Yard – 443 Victoria Road, Malaga, WA, 6090

4.3 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)- WA Branch

5. DATE AND PERIOD OF OPERATION

This Agreement will come into operation seven (7) days after the date of approval by the Fair Work Commission and shall remain in force until 31 October 2026.

6. SUPERSESION OF PREVIOUS AGREEMENTS

This Agreement supersedes all agreements and awards which would otherwise apply to Employees bound by this Agreement.

7. NOT TO BE USED AS PRECEDENT

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

8. NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this Agreement:

8.1 The Parties will not pursue any extra wage claims.

8.2 The Parties will not seek any changes to conditions of employment.

9. OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE OPERATIONAL EFFICIENCY OF THE ENTERPRISE

To achieve the corporate goal of attaining optimal levels of efficiency, the following Critical Success factors are identified:

- Commitment to a permanent and stable workforce,
- Actively supporting diversity and inclusion initiatives,
- Continue to improve current work practices,
- Maximise Employee training and skills to provide a flexible workforce,
- Provide flexibility in work hours,
- Improve Occupational Health and Safety including taking steps to become a “non-smoking yard”,
- Improvement to Quality,
- Reduce Plant Damage,
- Reduce absenteeism, and
- Contain and/or reduce Costs

10. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards (NES) are a set of minimum employment entitlements prescribed by the Fair Work Act 2009.

These entitlements relate to,

- Maximum weekly hours of work,
- Requests for flexible working arrangements,
- Offers and requests to convert from casual to permanent employment,
- Parental leave and related entitlements,
- Annual leave,
- Personal/carer's leave,
- Compassionate leave,
- Family and domestic violence leave,
- Community services leave,
- Long service leave,
- Public holidays,
- Notice of termination and redundancy pay,
- Provision of a Fair Work Information Statement and Casual Employment Information Statement.

The NES will apply to Employees subject to this Agreement. However, this Agreement may provide an Employee with a more favourable outcome in a particular entitlement. In that case, the entitlement that favours the Employee will apply.

For the avoidance of doubt, no term in this agreement shall reduce an employee's entitlements under the NES.

11. EMPLOYMENT POLICIES AND PROCEDURES

All Employees are required to adhere to those rules, policies, procedures and guidelines as detailed in the Employers Safety Management System, Staff Handbook and other manuals as amended from time to time. Although non-compliance with the policies and procedures may result in ultimate dismissal, such policies and procedures do not form part of this Agreement.

12. FLEXIBLE WORKING ARRANGEMENTS

12.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

12.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

12.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

12.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 12.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing--at any time.

13. CONSULTATION

13.1 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

13.2 The Employer must notify the relevant Employee/s and their union of the decision to introduce the major change.

13.3 The relevant Employee/s may appoint a representative for the purposes of the procedures in this term.

13.4 If:

- (a) A relevant Employee/s appoint, a representative for the purposes of consultation; and
- (b) the Employee/s advise the Employer of the identity of the representative;

the Employer must recognise the representative.

13.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employee/s and their union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employee/s; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employee/s; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employee/s and their union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employee/s; and
 - (iii) any other matters likely to affect the Employee/s.

- 13.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employee/s and their union.
- 13.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employee/s and their union.
- 13.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 13.2, 13.3 and 13.5 are taken not to apply.
- 13.9 In this term, a major change is *likely to have a significant effect on Employee/s* if it results in:
- (a) the termination of the employment of Employee/s; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employee/s; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employee/s; or
 - (f) the need to relocate Employee/s to another workplace; or
 - (g) the restructuring of jobs.
- 13.10 For a change referred to in 13.1(b), the employer must also invite the relevant employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.11 In this term, *relevant Employee/s* means the Employee/s who may be affected by the major change.

14. AVOIDANCE OF INDUSTRIAL DISPUTES

- 14.1 A procedure for the avoidance or resolution of disputes regarding matters arising under this agreement or the National Employment Standards will apply in all enterprises covered by this agreement. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:
- (a) The Employee/s concerned will first meet and confer with their immediate supervisor. The Employee/s may appoint another person to act on their behalf, if specifically requested by the Employee/s concerned;
 - (b) If the matter is not resolved at such a meeting the Employee/s concerned will submit their dispute in writing. At this point, the parties will arrange further discussions involving more senior management as appropriate. The Employee may request another person to be involved in the discussions. The Employer may also invite into the discussions another person to assist the Employer;
 - (c) If the matter remains unresolved, the Employer may refer it to a more senior level of management. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties may refer the matter to the Fair Work Commission for mediation by the Fair Work Commission. If the matter is not able to be resolved by mediation and, if agreed by the parties, the Fair Work Commission may arbitrate the matter in dispute.
- 14.2 In order to facilitate the procedure in 14.1:
- (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;

- (b) Throughout all stages of the procedure all the relevant facts must be clearly identified and recorded; and
 - (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- 14.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this agreement and their contract of employment unless the Employee has a reasonable concern about an imminent risk of his or her health and safety. 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 enterprise or another enterprise that is safe and appropriate for the Employee to perform.

15. EMPLOYMENT CATEGORIES

15.1 Full-time Employment

Any Employee not specifically engaged as being a part-time or casual Employee is for all purposes of this Agreement a full-time Employee, unless otherwise specified in this Agreement.

15.2 Part-time Employment

- (a) An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- (b) A part-time Employee must be engaged for a minimum of three consecutive hours a shift.
- (c) In order to meet his or her personal circumstances, a part-time Employee may request and the Employer may agree to an engagement for less than the minimum of three hours. Any dispute about a refusal to work such a request is to be dealt with expeditiously through the dispute settlement procedure.
- (d) Before commencing part-time employment, the Employee and Employer must agree upon the hours to be worked by the Employee, the days upon which they will be worked and the commencing and finishing times for the work;
- (e) Except as otherwise provided in this Agreement a part-time Employee is entitled to be paid for the hours agreed upon in accordance with 15.2(d).
- (f) The terms of any such agreement made in accordance with 15.2(d) may be varied by mutual agreement.
- (g) The terms of such agreement made in accordance with 15.2(d) or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer.
- (h) The terms of this Agreement shall apply pro rata to part-time Employee/s on the basis that ordinary weekly hours for full-time Employee/s are 38.
- (i) Overtime

A part-time Employee who is required by the Employer to work in excess of the hours agreed upon in accordance with 15.2(d) shall be paid overtime in accordance with Clause 36.1(a) of this Agreement.

(j) Public Holidays

Where the part-time Employee's normal paid hours fall on a public holiday prescribed in Clause 42 and work is not performed by the Employee, such Employee shall not lose pay for the day. Where the Employee works on the holiday, such Employee shall be paid in accordance with Clause 42 of this Agreement.

15.3 Casual Employment

(a) A casual Employee is one engaged and paid as such. A casual Employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty eighth of the weekly wage for the work being performed plus a casual loading of 25 percent. The loading constitutes part of the casual Employee's all purpose rate.

(b) Casual employment - Election to convert from casual employment

Casual conversion shall operate as per the NES.

Where an employee has been employed by the employer for a period of 12 months and, during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which without significant adjustment the employee could continue to work as a fulltime or part-time employee, the employer must make an offer to the employee for conversion to permanent employment, except where:

- there are reasonable grounds for the employer not to make the offer; and
- the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

If the employee chooses not to convert to permanent employment, the employee can remain a casual employee indefinitely.

After an eligible casual employee's initial conversion right, the employee has the right to request conversion at a later stage but not if they have requested conversion within the last six months.

15.4 Employment for a Specific Period of Time or a Specific Task or Tasks

- (a) An Employee may be engaged on a full time or part time basis for a specific period of time or for a specific task/s.
- (b) The details of the specific period of time or specific task/s shall be set out in writing and retained by the Employer. The Employer shall provide a copy to the Employee.
- (c) An Employee engaged in accordance with 15.4(a) is for all purposes of the Agreement a full-time or part-time Employee, except where otherwise specified in this Agreement.
- (d) Service under a contract of employment for a specific period of time or a specific task/s shall form part of an Employee's period of continuous service, where such Employee is engaged as a full-time or part-time Employee immediately following such contract of employment.

16. PROBATION

- 16.1 The Employer may initially engage a full-time or part-time Employee for a period of probationary employment for up to 6 months.
- 16.2 The Employee shall be advised in advance that the employment is probationary, and of the duration of the probationary period.
- 16.3 During this period, the Employee’s work performance will be assessed. At any time during the probationary period, the Employer or the Employee can terminate the employment by giving one weeks notice of termination.
- 16.4 This period does not affect the Qualifying Period as per the Fair Work Act.

17. LOCATION

- 17.1 In consultation, Employee/s may be required to work at other sites operated by the Employer, to meet the needs of the business, provided that it is within reasonable travelling time from the residence of the Employee/s, and reasonable notice is given to the Employee/s. This arrangement may be on a temporary basis, i.e. four to six weeks, or if agreed with the Employee/s, on a permanent basis.
- 17.2 In conjunction with Clause 17.1, travelling time and/or fares reasonably incurred whilst travelling to other sites operated by the Employer which are in excess of the Employee/s normal travelling time or fares will be reimbursed by the Employer and paid at the appropriate rates based on the Employee/s hours worked. This excludes air fares which will be paid for by the Employer.

18. TERMINATION OF EMPLOYMENT

18.1 Notice of Termination by Employer

- (a) In order to terminate an Employee/s employment the Employer or an Employee must give the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in 18.1(a) Employee/s over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 18.1(a) and 18.1(b) must be made if the appropriate notice period is not given by the Employer if terminating an Employee/s employment. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The total amount must be calculated at the ordinary rate of pay immediately prior to the Employee/s last day of employment.
- (d) The period of notice in this clause does not apply:
 - (i) In the case of dismissal for serious misconduct;
 - (ii) To Employee/s engaged for a specific period of time or for a specific task or tasks;
 - (iii) To casual Employee/s.
- (e) During the period of notice of termination given by the Employer in accordance with 18.1(a) & 18.1(b), an Employee shall be allowed up to one day’s time off

without loss of pay during each week of notice for the purpose of seeking other employment.

- (g) All monies owing to the Employer by an Employee may be recovered once the Employee has terminated their employment with the Employer. These monies may be offset against any monies which the Employer is legally obliged to make to the Employee.

18.2 Notice of Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, except that there is no additional notice based on the age of the Employee concerned.
- (b) If an Employee does not provide the required notice period as specified in 18.2(a) when terminating their employment, they will forgo payment of their notice period.

18.3 Summary Dismissal

The Employer has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

19. REDUNDANCY AGREEMENT

19.1 Definitions

- (a) Business includes trade, process, business or occupation and includes part of any such business.
- (b) Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee.
- (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
- overtime
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

19.2 Severance pay

- (a) An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:
- (b) Three (3) weeks pay for each completed year of continuous service since last commencing with the company subject to:

- Eligibility for redundancy is when the Employee is made redundant and not otherwise.
 - Employee/s with more than six (6) months but less than twelve (12) months continuous service will receive two (2) weeks pay.
 - Employee/s with more than one (1) year but less than two (2) years continuous service will receive four (4) weeks pay.
 - Employee/s with more than two (2) years but less than three (3) years continuous service will receive six (6) weeks pay.
 - The maximum payout will be thirty-eight (38) weeks pay.
- (c) It is recognised that the company must retain a workforce which has the necessary skills and experience to ensure a safe and efficient operation. Selection of Employee/s for retrenchment will include a consideration of the Employee's skills, qualifications, experience and individual performance and the company's ongoing operational requirements.

* Week's pay is defined in 19.1(d)

19.3 Transmission of business

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

19.4 Employee/s exempted

This clause does not apply to:

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

19.5 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in 18.1(a). In this circumstance the Employee will be entitled to receive the benefits and payments they

would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

19.6 Job search entitlement

- (a) During the period of notice of termination given by the Employer in accordance with 19.6(b) an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

19.7 Transfer to Lower Paid Duties

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

20. STANDING DOWN EMPLOYEES

- 20.1 The employer has the right to deduct payment for any day 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, or as a result of an annual close down.
- 20.2 Where it is proposed that an employee/s will be stood down as a result of any breakdown in machinery or any stoppage or work by any cause for which the employer cannot reasonably be held responsible (other than strike action), the employer will adopt the following procedure,
 - (a) Where an employee has access to either annual leave, or long service leave entitlement, the employee will be requested to take that entitlement; and
 - (b) Where an employee does not have sufficient annual leave, or long service leave entitlement to cover the period, the employee will be required to take Leave Without Pay; and
 - (c) Any arrangement outside that specified in 20.2(a) and 20.2(b) will be by agreement between the employee and employer.

20.3 Annual Close Down

From time to time, we may decide to shut down all or part of our business (usually over the Christmas/ New Year holiday period). For this shut down period, we may direct you to take annual leave and in these circumstances the employer will adopt the following procedure;

- (a) The employer will give not less than four weeks notice of the intention to do so;
- (b) Where an employee/s who has access to either annual leave, or long service leave entitlement, the employee will be requested to take that entitlement;
- (c) Where an employee does not have sufficient annual leave, or long service leave entitlement to cover the period, the employee will be required to take Leave Without Pay. Where this occurs, the Employer will make reasonable attempts to find suitable alternative work;

- (d) Where the employee/s is required to take a period of Leave Without Pay, the employee will be notified of this at the commencement of the notice period specified in 20.3(a). In this situation, the employee will be provided the opportunity to accrue time off in lieu in accordance with clause 36.1(d) of this agreement;
- (e) Any leave or leave without pay taken by an employee as a result of a close down counts as service by the employee for the employer;
- (f) The employer may close down the enterprise or part thereof on multiple occasions throughout the year;
- (g) Any arrangement outside that specified in Clause 20.3 will be by agreement between the employee and the Employer.

21. ABANDONMENT OF EMPLOYMENT

21.1 The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the company and without notification to the company shall be prima facie evidence that the Employee has abandoned their employment.

21.2 Provided that if:

- (i) the employer has taken reasonable steps to contact the employee;
and
- (ii) within a period of seven (7) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of the company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

21.3 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date the employer notifies the employee of the termination of their employment.

22. ABSENCE FROM DUTY

Unless a provision of this agreement states otherwise (e.g. Personal Leave), an Employee not attending for duty will lose their pay for the actual time of such non- attendance.

23. WAGES

23.1 Wages will be paid and increased in accordance with Table 1,

TABLE 1					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Wage Group	2022	2023	2024	2025
Ops Trainee	TR1	\$26.59	\$27.60	\$28.43	\$29.28
General Hand	GH	\$26.59	\$27.60	\$28.43	\$29.28
Operator Grade 1	OP1	\$27.43	\$28.80	\$29.66	\$30.55
Operator Grade 2	OP2	\$29.11	\$31.25	\$32.19	\$33.15
Operator Grade 3	OP3	\$33.39	\$34.90	\$35.95	\$37.03
Lead Operator	LO	\$34.48	\$37.50	\$38.63	\$39.78
Team Leader	TL	\$37.57	\$39.00	\$40.17	\$41.38
Trades Assistant	MTA	\$30.48	\$31.85	\$32.81	\$33.79
General Technician	MT1	\$32.34	\$45.00	\$46.35	\$47.74
Senior Tradesperson	MT2	\$35.31	\$48.00	\$49.44	\$50.92
Specialised Tradesperson	MT3	\$37.79	\$50.00	\$51.50	\$53.05
Lead Technician	MT4	\$40.06	\$52.00	\$53.56	\$55.17
Driver 1	DR1	New rate	\$35.50	\$36.57	\$37.66
Driver 2	DR2	New rate	\$36.50	\$37.60	\$38.72
Driver 3	DR3	New rate	\$37.50	\$38.63	\$39.78
Driver 4	DR4	New rate	\$39.00	\$40.17	\$41.38
Allowances					
First Aid		\$17.36	\$19.79	\$19.85	\$19.91
Meal Allowance		\$14.00	\$16.81	\$16.86	\$16.91
Tool Allowance		\$38.57	\$38.57	\$38.57	\$38.57

23.2 The wage increase in subclause 23.1 hereof shall be payable as follows,

- (a) The amount shown in Column 4 of Table 1 shall be payable from the beginning of the first full pay period to commence on or after 1st November 2023.
- (b) The amount shown in Column 5 of Table 1 shall be payable from the beginning of the first full pay period to commence on or after 1st November 2024.

(c) The amount shown in Column 6 of Table 1 shall be payable from the beginning of the first full pay period to commence on or after 1st November 2025 .

23.3 Definitions of the Wage Groups found in Column 1 of Table 1 can be found in Appendix A of this Agreement.

23.4 The wage increases referred to in sub clause 23.2 shall only be paid in accordance with the rates stipulated in Table 2 unless otherwise agreed between the Employer and the Employee.

24. JOB CLASSIFICATION

It is recognised that Employee/s require a better understanding of where the job being performed fits into the pay classifications structure and that there is a need for Employee/s to be able to plan a career path with the Employer. Therefore the Employer will continue with the assistance of experienced Employee/s to review the Classification Structure which is relevant to the Employer.

The Employer will regularly review a skills matrix of all Employee/s as a tool to identify where training is required. Individual annual reviews will be conducted with the objectives being to:

- review Employee/s performance;
- create formal opportunity for two way feedback on any work related issues;
- identify strengths, weaknesses or special needs of the Employee/s;
- identify possible career paths for Employee/s; and
- identify possible goals of the Employee/s.

An Employee/s representative (at the Employee/s specific request) may be present during the personal appraisal Employee.

Any transfer to a higher classification resulting from this review will be at the complete discretion of the employer.

25. JOINT CONSULTATIVE COMMITTEE

25.1 The Employer values Employees' input and feedback and wants all Employees to feel that they have ownership of their roles to ensure that all parties can add value to the business. The Employer and Employees acknowledge the advantages of co-operation and mutual trust in the workplace.

25.2 To ensure that this can occur, the Employer and the Employees agree to form a Joint Consultative Committee (JCC). The JCC will provide greater communication levels between the Employer and the Employees and will meet at least bi-annually or more frequently as determined by the JCC.

26. MIXED FUNCTIONS

An Employee/s engaged for four (4) successive hours per shift, on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate of pay for the shift.

27. ALLOWANCES

The following allowances, excluding 27.3, shall be paid for the duration of this agreement and paid and increased in accordance with Table 1 of Clause 23:

27.1 Tool Allowance:

Maintenance Tradespersons who supply and maintain tools ordinarily required in the performance of their work as tradespersons shall be paid a per week allowance.

27.2 First Aid Allowance:

An Employee who holds a current first aid certificate and is nominated by the Employer to be the first aid officer will be paid a per week allowance.

27.3 Motor Allowance:

Where an Employee agrees to use their own motor vehicle on the Employer's business, that Employee shall be paid an allowance of 85 cents per kilometre travelled. This allowance will be increased in accordance with the ATO claim rate for a 1.6 to 2.6 litre conventional engine vehicle.

28. EXTRA RATES NOT CUMULATIVE

The extra rates in this agreement, are not cumulative so as to exceed the maximum of double ordinary time rates.

29. EMPLOYMENT RELATIONSHIP

29.1 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 of this Agreement provided that such duties are not designed to promote de-skilling.

29.2 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.

29.3 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.

30. OTHER DUTIES

30.1 Employee/s employed under the classification structure in Appendix 1 of this agreement (if suitably trained and are competent to do so) are to perform routine preventative maintenance tasks using company provided tools, and assist, where required, in breakdown repair and other complete production tasks without any loss of classification or pay when required to do so.

30.2 Staff, that are outside the classifications structure of this agreement (if suitably trained and are competent to do so) can perform production or maintenance functions if,

- (a) They are the most appropriate person, or
- (b) To assist with training, or
- (c) No other Employee is available for the task

31. SUPERANNUATION

31.1 The Employer will contribute to the Employee's nominated superannuation fund whatever amount is legislated by Government or other Statutory Bodies on behalf of the employee. The employee may make 'top up' contributions if they so desire. Government Superannuation regulations will apply.

31.2 To comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 31.1 to a superannuation fund

that is chosen by the Employee. If the Employee does not choose their super fund, and/or the Employee does not have a stapled super fund, the Employer will pay super into a super account for the Employee, being the default super fund AustralianSuper Select.

- 31.3 Salary Sacrifice arrangements for employees wishing to make extra super contributions from their pre-tax salary will be available if there is a mutual agreement between the Employer and the Employee. The salary sacrifice amount for superannuation will result in a reduction of the Gross wages stipulated in Clause 23 - Wages of this Agreement.

32. PAYMENT OF WAGES

32.1 Period of Payment

- (a) Wages shall be paid weekly or fortnightly, either:
- (i) according to the actual ordinary hours worked each week or fortnight; or
 - (ii) according to the average number of ordinary hours worked each week or fortnight.

32.2 Method of Payment

Wages shall be paid by electronic funds transfer into the Employee's bank (or other recognised financial institution) account.

32.3 Payment of Wages on Termination of Employment

On termination of employment, wages due to an Employee shall be paid as soon as is practicable on or after the day of termination.

32.4 Absences from Duty Under an Averaging System

Where an Employee's ordinary hours in a week are greater or less than 38 hours and such Employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

- (a) The Employee will accrue a "credit" for each day he or she works ordinary hours in excess of the daily average.
- (b) The Employee will not accrue a "credit" for each day of absence from duty (other than on annual leave, long service leave, public holidays, personal leave, workers' compensation, paid compassionate leave, paid carers' leave, paid training leave or jury service).
- (c) An Employee absent for part of a day (other than on annual leave, long service leave, public holidays, personal leave, workers' compensation, paid compassionate leave, paid carers' leave, paid training leave or jury service shall accrue a proportion of the "credit" for the day, based upon the proportion of the working day that the Employee was in attendance.

33. ORDINARY HOURS OF WORK

33.1 Ordinary Hours of Work - Day Workers

- (a) Subject to sub-clause 33.4, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Sunday.

- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Employer between 5.00am and 7.00pm. The spread of hours (i.e. 5.00am to 7.00pm) may be altered by up to one hour at either end of the spread, by agreement between the Employer and the majority of Employee/s concerned or between the Employer and an individual Employee.
- (d) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an Employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- (e) Where agreement is reached in accordance with 33.1(b) the minimum rate to be paid for a day worker for ordinary time worked between 6.00am and 6.00pm on Saturday and/or Sunday shall be time and a half.
- (f) Changes in starting and finishing times on any day may be made by the Employer provided that a minimum of 24 hours notice may be given to Employee/s. Shorter notice may be acceptable if by mutual agreement between the Employee/s and the Employer.
- (g) Employee(s) must observe all start and finish times, including designated breaks. All Employees must be at their workstation ready to commence work at their appointed shift starting time and must not leave their workstation prior to their appointed shift finishing time unless for the taking of a designated meal break.

33.2 Ordinary Hours of Work - Continuous Shift Workers

- (a) Continuous shiftwork means work completed with consecutive shifts of Employee/s throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- (b) Subject to 33.2(c) the ordinary hours of continuous shiftworkers are, at the discretion of the Employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.
- (c) By agreement between the Employer and the majority of Employee/s concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (d) Except at the regular change-over of shifts, an Employee shall not be required to work more than one shift in each 24 hours.

33.3 Ordinary Hours of Work - Non-Continuous

- (a) Subject to 33.3(b), the ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the Employer and the majority of Employee/s concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Employer.

- (d) Except at change-over of shifts an Employee will not be required to work more than one shift in each 24 hours.

33.4 Methods of Arranging Ordinary Working Hours.

- (a) Subject to the Employer's right to fix the daily hours of work from time to time within the spread of hours referred to in 33.1(c) and the Employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the Employer and the majority of Employee/s in the enterprise or part of the enterprise concerned. This does not preclude the Employer reaching agreement with individual Employee/s about how their working hours are to be arranged.
- (b) Matters upon which agreement may be reached include:
- (i) how the hours are to be averaged within a work cycle established in accordance with 33.1, 33.2 and 33.3
 - (ii) the duration of the work cycle for day workers provided that such duration shall not exceed 3 months
 - (iii) rosters which specify the starting and finishing times of working hours
 - (iv) any arrangements of ordinary hours which exceed 7.6 hours in any day

33.5 Make Up Time

- (a) An Employee may elect, with the consent of the Employer, to work 'make up time' under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.
- (b) An Employee on shift work may elect, with the consent of the Employer, to work 'make up time' under which the Employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

33.6 Implementation of New Shift Rosters and/or Work Patterns

If, during the life of this agreement, the location of the establishment changes to a new location, such as the proposed Kwinana site, the parties agree that the Employer may require the ability to implement a variety of new shift rosters to support its changed operational requirements. These rosters may be implemented during the life of this Agreement by agreement between the Parties.

It is the Employer's intention to work with the Employees in order to develop new shift rosters and shift patterns. A working party, such as a Joint Consultative Committee, combining both Employer and Employee members, will be established to discuss details relating to any new shift roster.

The types of shift patterns which may be implemented include, but are not limited to, any shift of up to 12 hours in duration across the following arrangements,

- 38 ordinary hours within a work cycle not exceeding 7 consecutive calendar days; or
- 76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or
- 114 ordinary hours within a work cycle not exceeding 21 consecutive calendar days; or
- 152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

Where any new roster arrangement is implemented, overtime is payable after the conclusion of the ordinary hours, in line with Clause 36. Overtime.

34. SPECIAL PROVISIONS FOR SHIFTWORKERS

34.1 Definitions

For the purposes of this Agreement:

"Rostered Shift" means any shift of which the Employee concerned has had at least 48 hours notice.

"Afternoon Shift" means any shift finishing after 7.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

By agreement between the Employer and the majority of Employee/s concerned or in appropriate cases an individual Employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

34.2 Afternoon and Night Shift Allowances

(a) An Employee whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate.

(b) An Employee who works on an afternoon or night shift which does not continue:

- (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
- (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 34.2 or 34.3);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

(c) An Employee who:

- (i) During a period of engagement on shift, works night shift only; or
- (ii) Remains on night shift for a longer period than four consecutive weeks; or
- (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

34.3 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 34.2.

34.4 Rate for Working on Sunday and Public Holiday Shifts

(a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.

(b) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

- (i) Sundays - at the rate of double time
 - (ii) Public Holidays - at the rate of double time and a half.
- (c) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a Public Holiday, the shift which has the major portion falling on the public holiday shall be regarded as the Public Holiday shift.
- (e) By agreement between the Employer and the majority of Employee/s concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.
- (f) The extra rates in this sub-clause are in substitution for and not cumulative upon the shift premiums prescribed in 34.2.

35. MEAL BREAKS

- 35.1 An Employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:
- (a) In cases where a canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all Employee/s to take a meal break within five hours, an Employee will not be required to work for more than six hours without a break for a meal break.
 - (b) By agreement between the Employer and an Employee or the majority of Employee/s in an enterprise or part of an enterprise concerned, an Employee or Employee/s may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 35.2 The time of taking a scheduled meal break or rest break by one or more Employee/s may be altered by the Employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 35.3 The Employer may stagger the time of taking a meal and rest breaks to meet operational requirements.
- 35.4 Subject to 35.1, the Employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.
- 35.5 Except as provided in this sub clause, and except where any alternative arrangement is entered into by agreement between the Employer and Employee/s concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

36. OVERTIME

36.1 Payment for Working Overtime

- (a) Except as provided for in 36.1(d), 36.1(e), 36.8 and 36.9, for all work done outside ordinary hours on any day or shift (as defined in sub-clauses 33.1, 33.2 and 33.3) the overtime rates of pay are time and a half for the first three

hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.

- (b) For the purposes of this clause "ordinary hours" means the hours worked in the enterprise, fixed in accordance with clause 33 of this Agreement.
- (c) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.
- (d) In the first instance, overtime will be offered to Employee/s employed under this agreement.
- (e) Time off In Lieu
 - (i) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
 - (iii) The Employer shall provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph (i) of this sub clause where such time has not been taken within four weeks of accrual.
- (f) When not less than 7 hours 36 minutes notice has been given to the Employer by a relief shiftworker that he or she will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off the unrelieved Employee shall be paid double time.
- (g) In computing overtime each day's work shall stand alone.

36.2 Requirement to Work Reasonable Overtime

- (a) Subject to clause 36.2(b) the Employer may require an Employee to work reasonable overtime at overtime rates.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

36.3 One in, All in does not Apply

The assignment of overtime by the Employer to an Employee is to be based on specific work requirements and the practice of "one in, all in" overtime must not apply.

36.4 Rest Period after Overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that Employee/s have at least 10 consecutive hours off duty between the work of successive working days.
- (b) An Employee (other than a casual Employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the Employee/s, has not had at least 10 consecutive hours off duty between those times must, subject to this sub-clause, be released after completion of the overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of the Employer, an Employee/s resumes or continues work without having had the 10 consecutive hours off duty, the Employee must be paid at double time rates until he or she is released from duty for such period. The Employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) By agreement between the Employer and individual Employee, the 10 hour break provided for in this clause may be reduced to a period no less than 8 hours.
- (e) The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for 9 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the Employee/s themselves.

36.5 Call Back

An Employee recalled to work overtime after leaving the Employer's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours work at the rate of time and one half for the first two hours and double time thereafter (or double time for the full period for continuous shift workers). There are a number of conditions which apply to this provision:

- (a) Where an Employee is required to regularly hold himself or herself in readiness for a call back he or she will be paid for a minimum of three hours work at the appropriate overtime rate. This is subject to 36.6 which deals with the conditions for standing by.
- (b) If the Employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day he or she shall be entitled to the three or four hour minimum overtime payment provided for in this sub-clause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- (c) Except in the case of unforeseen circumstances arising, an Employee will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.

- (d) This subclause does not apply in cases where it is customary for an Employee to return to the enterprise to perform a specific job outside the Employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- (e) Overtime worked in the circumstances specified in this sub-clause is not to be regarded as overtime for the purpose of 36.4 - Rest Periods After Overtime, when the actual time worked is less than three hours on the call back or on each call back.
- (f) In circumstances where the Employee/s is required to return to work due to the Employee/s poor work performance or the Employee/s failure to adhere to procedure, for example failing to comply with the Employer's isolation procedure, clause 36.5 will not apply.

36.6 Standing By

Subject to any custom prevailing at an enterprise, where an Employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the Employee is to be paid standing by time at the Employee's ordinary rate of pay for the time he or she is standing by.

36.7 Saturday Work

A day worker or 12 hour shift worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

36.8 Sunday Work

Employee/s required to work overtime on Sundays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the Employee is relieved from duty.

36.9 Public Holiday Work

Refer to 42.2 to determine the pay entitlements of persons who work overtime on a public holiday

36.10 Rest Break

- (a) An Employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break.
- (b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the Employee's ordinary rate of pay.
- (c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.
- (d) The Employer and Employee may agree to any variation of this sub clause to meet the circumstances of the work in hand provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under this sub clause.

36.11 Meal Allowance

- (a) An Employee is entitled to a meal allowance of \$16.81, increased in accordance with Table 2 of clause 23.5, on each occasion that the Employee is entitled to a rest break in accordance with sub clause 36.10, except in the following circumstances:
- (i) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - (ii) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
 - (iii) If the Employee lives in the same locality as the enterprise and could reasonable return home for meals.
- (b) If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

37. ANNUAL LEAVE

37.1 National Employment Standards (NES) to apply

The entitlements to Annual Leave available to Employee/s covered by this agreement will be as per the NES.

37.2 An Employee may be able to apply for a single day of their annual leave entitlement as required and agreed by the Employer.

37.3 Employee/s are expected to provide the Employer with reasonable notice (for example, four weeks) when applying for annual leave.

37.4 Cashing out annual leave

- (a) An Employee may elect to receive payment in lieu of taking annual leave under this Agreement provided that:
- The Employee has accrued at least twenty (20) days annual leave;
 - The Employee has given the Employer a written request to cash out some or all of their accrued annual leave entitlement;
 - The Employer authorises the Employee's request;
 - The Employee retains a minimum of 20 days annual leave;
 - A limit of ten (10) days of annual leave can be cashed out in any year.
- (b) Payment for cashed out annual leave will be made at the ordinary rate of pay that the Employee receives at the time that the election is made.
- (c) In electing to cash out a portion of accrued annual leave, the Employee will no longer be entitled to take that amount of leave.

37.5 Loading on Annual Leave

- (a) During a period of annual leave an Employee will receive a loading calculated on the rate of pay that is no less than the Employee's basic periodic rate of pay immediately before the period began.
- (b) The loading shall be as follows:
 - (i) Day Workers - Employee/s who would have worked on day work only had they not been on leave - a loading of 17 1/2 per cent or the relevant weekend penalty rates, whichever is greater but not both.
 - (ii) Shift Workers - Employee/s who would have worked on shift work had they not been on leave - a loading of 17 1/2 per cent or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

37.6 Definition of shiftworker

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Fair Work Act 2009, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

38. PERSONAL/CARERS LEAVE

38.1 National Employment Standards (NES) to apply

The entitlements to Personal Leave, including sick leave and carer's leave available to Employee/s covered by this agreement will be as per the NES.

An Employee shall furnish to the Employer reasonable medical evidence including but not limited to a certificate from a duly qualified medical practitioner or a statutory declaration in order to be entitled to payment for personal leave claimed in the following circumstances:

- (a) Where the Employer has reason to suspect the personal leave has not been taken for a genuine reason as prescribed by the Act and/or a pattern of high leave usage is detected , or
- (b) Where there is an absence on a rostered working day either side of a public holiday, or either side of a rostered day off or rostered days off.

38.2 Compassionate Leave

The entitlements to Compassionate leave available to Employee/s covered by this agreement will be as per the NES. This entitlement applies as follows:

- (a) An Employee (other than a casual) is entitled to up to 2 days per occasion of paid Compassionate Leave:
 - (i) for the purposes of spending time with a person who is a member of the Employee's immediate family or household who:

- contracts or develops a personal illness that poses a serious threat to his or her life, or,
 - sustains a personal injury that poses a serious threat to his or her life, or
- (ii) after the death of a member of the Employee's immediate family or household.
- (b) The Employee shall supply evidence satisfactory to the Employer to support Compassionate Leave absences.
- 38.3 As an incentive to reduce workplace absenteeism, the following target will be introduced. The "sick leave bonus" enables Employee/s whom do not use all of their accrued sick leave entitlement in a calendar year, to "cash out" 50% of that years accrued leave. From January 1, 2007, Employee/s that meet the following criteria will be eligible to receive the "bonus":
- have at least 10 sick days at the start of the calendar year,
 - take no more than 5 days absent in one calendar year,

They will receive 50% of the remaining leave paid out in the first week of January the following year. It is not retrospective, and the scheme commences from January 1, 2007.

39. COMMUNITY SERVICE LEAVE

39.1 National Employment Standards (NES) to apply,

The entitlement to Community Service Leave, including voluntary emergency services leave and leave for jury service will be as per the NES.

40. PARENTAL LEAVE

40.1 National Employment Standards (NES) to apply.

The entitlement to Parental Leave will be as per the NES.

41. LONG SERVICE LEAVE

41.1 Western Australian Long Service Leave Act 1958 to apply,

The entitlement to Long Service Leave will be as per the WA Long Service Leave Act 1958. Features of the Long Service Leave Act 1958 include,

- (a) Where the employee has completed at least 10 years service, the employer agrees to provide to all employees who are employed under an unbroken contract of employment, long service leave benefits of 8 and 2/3 weeks paid leave and then 4 and 1/3 weeks paid leave for each additional 5 years of service.
- (b) In the case of an employee who has completed at least 7 years but less than 10 years service with the employer, and whose employment is terminated:
- For any reason other than serious misconduct, or
 - By the death of the employee.

A proportionate amount of Long Service Leave on the basis of 8 and 2/3 weeks for 10 years service is payable at the ordinary rate of pay the employee receives immediately before the employee's employment was terminated.

- (c) The rate of payment to which an employee on leave shall be entitled shall be the actual rate of pay. The actual rate of pay is the total amount an employee would receive if he/she were performing his/her ordinary hours of work and

shall not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances and any other extraneous payment of a like nature.

42. PUBLIC HOLIDAYS

42.1 Prescribed Holidays

- (a) A full-time Employee under this Agreement is entitled to the following public holidays, without loss of pay in accordance with the NES:
- New Year's Day
 - Australia Day
 - Labour Day
 - Good Friday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - WA Day
 - King's Birthday
 - 25 December (Christmas Day)
 - 26 December (Boxing Day)
 - Any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.
- (b) Substitution of Certain Public Holidays Which Fall on a Weekend
- (i) Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
 - (ii) Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
 - (iii) Where New Year's Day, Australia Day or Anzac day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- (c) Substitution of Public Holidays by Agreement at the Enterprise
- (i) By agreement between the Employer and the majority of Employee/s in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
 - (ii) An Employer and individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- d) Where in a State or Territory or locality within a State or Territory an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or locality thereof, other than persons covered by Federal awards, or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be holiday for the purposes of this Agreement for

Employee/s covered by this Agreement who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

42.2 Payment for Time Worked on a Public Holiday

- (a) Payment for Time Worked by Continuous Shift Workers on a Public Holiday
 - (i) Refer to 33.4(a) to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.
 - (ii) Continuous shift workers required to work overtime on a public holiday shall be paid at double time. Refer to 36.10 and 36.11 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.
 - (iii) Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.
- (b) Payment for Time Worked by Non-continuous Shift Workers on a Public Holiday
 - (i) Refer to 33.4(b) to determine the pay entitlements of non-continuous shiftworkers working on rostered shifts which fall on a public holiday.
 - (ii) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the Employee is relieved from duty. Refer to 27.10 and 27.11 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.
 - (iii) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.
- (c) Payment for Time Worked by Day Workers on a Public Holiday
 - (i) Day workers required to work on a public holiday shall be paid for a minimum of three hours work at double time and one half. The double time and a half is to be paid until the Employee is relieved from duty.

43. ABSENTEEISM

It is recognised by all parties to this Agreement that daily attendance at work must be a basic part of the employment relationship at the Enterprise. As a consequence all parties are committed to achieving a reduction in the level of absenteeism.

44. OCCUPATIONAL SAFETY, HEALTH, ENVIRONMENT & COMMUNITY

All parties are to be committed to the improvement of Occupational Health and Safety. In particular:

- Raising Safety Awareness;
- Reduction of Lost Time Injuries;
- Reduction of Medical Treatment Injuries; and
- Providing the best, most cost effective, Personal Protective Equipment at all times;
- Raising Environmental Awareness.

Each Yard will maintain a Safety, Health, Environment and Community Committee (SHEC) to promote Safety, Health & Environment within the enterprise and is to meet on a regular monthly basis. Minutes of all SHEC meetings are to be dealt with by the SHEC Committee.

45. TRAINING

- 45.1 The Employer and its Employee/s are committed to training, both in house and external. The in house training is designed to improve the flexibility of operators in performing various tasks.
- 45.2 The external training will be carried out by accredited institutions to improve the knowledge and skills of the workforce.
- 45.3 The external training, confined to approved and required skills, is to be financed by the Employer in respect to fees and course materials and will be only reimbursed on the successful completion of the approved module.

46. CLOTHING

All new Employee/s will receive a clothing issue of 2 shirts, 2 trousers and 1 pair of boots after appointment. After a probationary period, a further 3 shirts, 3 trousers and 1 set of wet weather clothing will be distributed to complete the clothing issue.

All further requirements will be met on a fair wear and tear replacement exchange.

The company will continue to assist Employee/s with special PPE requirements, such as oxycutting and maintenance workers.

47. HOT WEATHER

- 47.1 The Employer will implement the following practices during times of extremely hot and/or uncomfortable weather,
- (a) Upon request and where available, employees in exposed areas will have the option of rotating to other positions in less exposed areas,
 - (b) Sunshade brimmed hats will be made available and their use encouraged,
 - (c) Lotion will be readily available and its use encouraged,
 - (d) Long sleeve shirts will be compulsory,
 - (e) Bottled water, isotonic drinks and juice may be provided,
 - (f) Where possible, start times will be reviewed in an attempt to provide employees with an earlier finish time,
 - (g) Working in heat handout will be displayed on notice boards, and
 - (h) Employees will be provided with rest periods to enable employees to maintain hydration levels in cooler areas.
- 47.2 Where an employee/s is working in an area which is air conditioned, and as such, mitigates any impact of the extremely hot or uncomfortable weather, clause 47.1 will not apply.

48. FAMILY AND DOMESTIC VIOLENCE

48.1 All employees are entitled to family and domestic violence leave as per the requirements of the NES and the Sims FDV Policy as amended from time to time.

48.2 The Parties agree that;

- (a) The Employer will not take any adverse action against an Employee, where it is substantiated that the matter is a direct consequence of an incident(s) where the Employee was a victim of domestic or family violence.
- (b) Employees who are the victims of domestic or family violence will be offered a referral to the Employer's Employee Assistance Program or other relevant program as required.
- (c) An Employee may be required to produce suitable evidence to substantiate an instance of domestic or family violence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.
- (d) Other leave types and/or flexible work arrangements will be made available on a case-by-case basis in circumstances where an Employee is experiencing family or domestic violence.

1800RESPECT is the national domestic, family and sexual violence counselling, information and support service. If you or someone you know is experiencing, or at risk of experiencing, domestic, family or sexual violence, call 1800RESPECT on 1800 737 732 or visit 1800RESPECT.org.au

49. SIGNATORIES TO AGREEMENT

On Behalf of **Sims Group Australia Holdings Limited,**

Name: David Brackstone Title: Regional Operations Manager
Address: 14 Donaldson Rd, Kwinana
Signature: [Signature] Date: 25/3/24
Witness: Rebecca Owens Title: Operations Administrator
Signature: [Signature] Date: 25/3/24

On Behalf of **Employees,**

Name: Matthew Rhoden Title: OLRP Team leader.
Address: 14 Donaldson Rd, Kwinana Beach, 6167.
Signature: M. Rhoden Date: 5/4/24
Witness: Amanda Lowes Title: Accountant
Signature: [Signature] Date: 5/4/24.

Wage Group	Classification	Applicable Duties
Production		
TR1	Ops Trainee	Operations Trainee undertaking on the job training to become competent in GH duties and forklift operations
GH	General Hand	Ferrous / Non Ferrous Picker, General Labouring Duties, Grounds Person Duties, Other manual tasks to support production
OP1	Operator 1	Duties of a General Hand plus, Traffic Controller, Grounds Person Duties, Skid Steer Loader Operator, End of Life Vehicle Processing, Container Tilted Operator, Working at Heights, Confined Spaces Entry or Hot Work Forklift Operator
OP2	Operator 2	Duties of an Operator 1 plus, Ferrous Grader / Inspector, Static Shear / Baler Operator, Weighbridge Operator (Basic), Mobile or Static Shear/ Baler Operator, Non-Slewing Crane Operator, Non-Ferrous Buyer/ Inspector, Road Sweeper / Water Truck Operator, Mill operator, Roustabout, FEL Operator, Static Shear/ Baler Operator, Excavator/Material Handler Operator, Container Straddler Operator, Oxy Cutter (Basic)
OP3	Operator 3	Duties of an Operator 2 plus, Ferrous Grader/Inspector > 6 years continuous and assessed as competent, Static Shear/ Baler Operator > 6 years continuous and assessed as competent, FEL > 6 years continuous and assessed as competent, Mobile or Static Shear/Baler Operator >6 years continuous and assessed as competent, Non-Slewing Crane Operator >6 years continuous and assessed as competent, Non-Ferrous Buyer/Inspector > 4 years and assessed as competent, Weighbridge/Cashier Operations >6 years and assessed as competent, Mill Operator >6 years continuous and assessed as competent, Excavator/ Material Handler Operator >6 years continuous and assessed as competent, Oxy Cutter >6 years continuous and assessed as competent, Forklift Operator >6 years continuous and assessed as competent.
LO	Lead Operator	Duties of an Operator 3 plus, is responsible for the work of up to and including 5 employees. Administration Skills, Inventory Control, Training and Assessment of staff, Weighbridge / Cashier Operator (Advanced)
TL	Team Leader	Duties of an LO plus, Is responsible for the work of more than 5 employees

Transport		
DR1	Driver 1	<p>HR drivers capable of operating hook, marrel trucks and flattops.</p> <p>A Driver will also be expected to perform other duties as prescribed if there is no work for the truck or suitable alternate trucks available. Other work may include general duties or if licenced, driving a fork-lift up to 5 tonnes lifting capacity (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties)</p>
DR2	Driver 2	<p>HC driver that's driving single trailer combinations >50% of the time.</p> <p>Is able to assist with training of other drivers.</p> <p>A Driver will also be expected to perform other duties as prescribed, if there is no work for the truck or suitable alternate trucks available. Other work may include general duties or if licenced, driving a fork-lift up to 5 tonnes lifting capacity (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties).</p>
DR3	Driver 3	<p>MC driver that's driving road train combination >50% of the time.</p> <p>Is able to assist with training of other drivers.</p> <p>Drivers will also be expected to perform other duties as prescribed, if there are no suitable trucks available. Driving a fork-lift with lifting capacity up to 10 tonne. (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties).</p>
DR4	Driver 4	<p>MC driver that can operate drop deck/float and self-load with >5 year's experience.</p> <p>Driving a low loader or multi-axle platform trailing equipment with a carrying capacity up to and including 90 tonnes; Licensed to operate an excavator or similar equipment in accordance with float work requirements; Is able to train and assess other drivers</p> <p>Role is by appointment only</p>

WAGE GROUP: Trainee 1 (TR1)

An Ops Trainee will undertake a fixed 12-month course of in-house training while performing general yard duties with a view to obtaining certification at the end of the program in Licensed forklift, Oxy cutting or Non-ferrous materials sorting.

By the end of this training, participants demonstrating an acceptable level of competency in the following skills may be offered ongoing employment:

- Identify and understand the value of different types and grades of ferrous/non-ferrous material
- Understand and be actively involved with the different methods of sorting and processing ferrous materials
- Demonstrate adherence to all applicable EHS requirements present within ferrous/non-ferrous operations
- Understand various production indicators involved with the processing of ferrous/non-ferrous material
- Understand and demonstrate completion of regular stock takes

WAGE GROUP: General Hand (GH)

A General Hand is an employee who is undertaking induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training, which include:

- Competent performance of the following production duties,
 - Ferrous/Non Ferrous Picker,
 - General Labouring Duties,
 - Grounds Person Duties

And Other manual tasks to support production

- Able to follow workplace health and safety and environmental instructions and procedures in the workplace including recognition and reporting of hazards,
- Work either individually or in a team, in accordance with relevant workplace procedures,
- Able to receive, relay and record written and oral messages and provide relevant information in response to requests, within time lines,
- Exercises minimal judgement,
- Works under direct supervision.

WAGE GROUP: Operator 1 (OP1)

An Operator 1 is an employee who performs work above and beyond the skills of a General Hand and to the level of their skills, competence and training including,

- Competent performance of the General Hand classification, plus a majority of the following production duties,
 - Traffic Controller
 - Grounds Person Duties
 - Skid Steer Loader Operator
 - End of Life Vehicle Processing
 - Container Tilted Operator
 - Confined Spaces Entry or Working at Heights or Hot Work
 - Other manual tasks to support production
- Able to identify Occupational Health and Safety hazards and assess risk, as well as follow instructions and procedures in the workplace with minimal supervision. An employee at this level is also capable of participating in and contributing to OHS management issue,
- Able to identify and implement actions to achieve workplace targets and to suggest improvements either individually or as part of a team,
- Able to complete workplace documentation and clearly and concisely provide relevant information to others,
- Works under supervision either individually or in a team environment and can effectively contribute to own or team objectives,
- Able to utilise hand tools in order to adjust, dismantle, assemble, in order to cut metallic and non-metallic objects,
- Able to take responsibility for the quality of their own work and take actions specified in the procedures and within the scope of their job and authority to ensure that quality standards are met,
- Able to effectively measure current resource use and carry out improvements including those reducing negative environmental impacts of work practices,
- Identify and participate in various improvement strategies,
- Holds relevant licences to enable appropriate completion of duties.

WAGE GROUP: Operator 2 (OP2)

An Operator 2 is an employee who performs work above and beyond the skills of an Operator 1 and to the level of their skills, competence and training including,

- Competent performance of the majority of the duties of an Operator 1, plus the majority of the following production duties,
 - Ferrous Grader / Inspector
 - Static Shear / Baler Operator
 - Weighbridge Operator (Basic)
 - Mobile or Static Shear/ Baler Operator
 - Non-Slewing Crane Operator
 - Non-Ferrous Buyer/ Inspector
 - Road Sweeper / Water Truck Operator
 - Mill operator
 - Roustabout
 - FEL Operator
 - Static Shear/ Baler Operator
 - Excavator/Material Handler Operator
 - Container Straddler Operator
 - Oxy Cutter (Basic)
- Able to take responsibility for the quality of their own work and take actions specified within procedures, the scope of their job and authority level to ensure that quality standards are met,
- Able to identify Occupational Health and Safety and environmental hazards, and assess risk, as well as follow instructions and procedures in the workplace with minimal supervision. An employee at this level is also capable of participating in and contributing to OHS management issues,
- Able to identify and implement actions to achieve workplace targets, maximise efficiencies and suggest improvements either individually or as part of a team,
- Able to complete workplace documentation and clearly and concisely provide relevant information to others,
- Identify and participate in various improvement strategies,
- Perform basic inspection of loads and/or stock to identify quantity and/or quality of stock,
- Completes general housekeeping duties, as well as the cleaning of plant and equipment,
- Receives, processes and/or despatches products/materials and maintains relevant records,
- Exercises discretion within his/her level of skills and training,
- Holds relevant licences to enable appropriate completion of duties.

WAGE GROUP: Operator 3 (OP3)

An Operator 3 is an employee who performs work above and beyond the skills of a Operator 2 and to the level of their skills, competence and training including,

- Competent performance of the duties of an Operator 2, plus the majority of the following production duties,
 - Ferrous Grader/Inspector > 6 years continuous and assessed as competent
 - Static Shear/ Baler Operator > 6 years continuous and assessed as competent
 - FEL > 6 years continuous and assessed as competent
 - Mobile or Static Shear/Baler Operator >6 years continuous and assessed as competent
 - Non-Slewing Crane Operator >6 years continuous and assessed as competent
 - Non-Ferrous Buyer/Inspector > 4 years and assessed as competent
 - Weighbridge/Cashier Operations >6 years and assessed as competent
 - Mill Operator >6 years continuous and assessed as competent
 - Excavator/ Material Handler Operator >6 years continuous and assessed as competent
 - Oxy Cutter >6 years continuous and assessed as competent
 - Forklift Operator >6 years continuous and assessed as competent
- Able to take responsibility for the quality of their own work and take actions specified within procedures, the scope of their job and authority level to ensure that quality standards are met,
- Able to identify Occupational Health and Safety (OHS) and environmental hazards, and assess risk, as well as follow instructions and procedures in the workplace with minimal supervision. An employee at this level will also be capable of implementing and monitoring defined OHS policies and procedures for a work group or area within the scope of responsibilities as well as evaluating risk and providing recommendations to reduce high levels of risk,
- Able to identify and implement actions to achieve workplace targets, maximise efficiencies and suggest improvements either individually or as part of a team,
- Able to complete workplace documentation and clearly and concisely provide relevant information to others,
- Identify and participate in various improvement strategies,
- Provides on the job training through instruction and demonstration of work skills,
- Acts as a mentor/coach to other individuals in the workplace including coaching and mentoring within the coach/mentor's area of expertise on a one on one basis,
- Identification of team's goals and timelines and negotiate with the team to allocate tasks and ensure goals and timelines are met,
- Identifies root cause of problems and monitors and participate in strategies to improve production efficiencies to meet set targets,
- Works from complex instructions and procedures,
- Coordinates work in a team environment or works individually under general supervision,
- Holds relevant licences to enable appropriate completion of duties.

WAGE GROUP: Lead Operator (LO)

A Lead Operator is an employee who is undertaking or has completed a Certificate IV in Frontline Management or equivalent, works above and beyond an employee at Operator 3 and to the level of their skills, competence and training, including,

- Competent performance of the duties of an Operator Grade 3, plus the majority of the following production duties,
 - Is responsible for the work of up to and including 5 employees,
 - Administration Skills
 - Inventory Control
 - Weighbridge / Cashier Operator (Advanced)
 - Training and/or Assessment of employees

Or as agreed between the employer and the employee

- Works within both routine and non-routine methods and procedures and exercises discretion within the scope of this classification,
- Implements an operational plan by monitoring and adjusting operational performance, producing short term plans for the team, planning and acquiring resources and providing reports on performance as required,
- Implements and monitors the organisation's occupational health, safety and Environmental policies and procedures and programs in the relevant work area to meet legislative and company requirements,
- Develops team plans to meet expected outcomes, lead a work team and proactively work with the management of the organization,
- Demonstrates encourages or supports innovation in a team environment either as a team member or team leader,
- Implements the company's continuous improvement systems and processes and encourages team members to participate in the processing, monitoring and reviewing of opportunities for further improvement,
- Identifies risks and applies established risk management processes to operations and practices within the scope of this classification,
- Understands and applies quality control techniques,
- Exercises good interpersonal communication,
- Exercises discretion within the scope of this classification level,
- Exercises keyboard skills.
- Performs work under limited supervision either individually or in a team environment,
- Able to inspect products and/or materials for conformity with established operational standards,
- Delivers training and/or assessments in line with position requirements,
- Holds relevant licences to enable appropriate completion of duties.

WAGE GROUP: Team Leader (TL)

A Team Leader is an employee who is undertaking or has completed a Certificate IV in Frontline Management or equivalent, works beyond an employee at LO level and to the level of their skills, competence and training, including,

- Competent performance the duties Lead Operator, plus the majority of the following production duties,
 - Is responsible for the work of more than 5 employees,
 - Weighbridge / Cashier Operator (Advanced)

Or as agreed between the employer and the employee

- Works within both routine and non-routine methods and procedures and exercises discretion within the scope of this classification,
- Implements an operational plan by monitoring and adjusting operational performance, producing short term plans for the team, planning and acquiring resources and providing reports on performance as required,
- Implements and monitors the organisation's occupational health, safety and Environmental policies and procedures and programs in the relevant work area to meet legislative and company requirements,
- Develops team plans to meet expected outcomes, leads a work team and proactively works with the management of the organization,
- Demonstrates encourages or supports innovation in a team environment either as a team member or team leader,
- Implements the company's continuous improvement systems and processes and encourages team members to participate in the processing, monitoring and reviewing of opportunities for further improvement,
- Identifies risks and applies established risk management processes to operations and practices within the scope of this classification,
- Understands and applies quality control techniques,
- Exercises good interpersonal communication,
- Exercises discretion within the scope of this classification level,
- Exercises keyboard skills at a level higher than Operator 3,
- Performs work under limited supervision either individually or in a team environment,
- Able to inspect products and/or materials for conformity with established operational standards,
- Delivers training and/or assessments in line with position requirements,
- Holds relevant licences to enable appropriate completion of duties.

Maintenance		
MTA	Trades Assistant	The Maintenance Trades Assistant is responsible for supporting Tradespeople and assisting with maintenance tasks across, Electrical, Mechanical and Boiler Making trades.
MT1	General Technician	Engineering Tradesperson (Mechanical/Boilermaker) who holds a trade certificate and is primarily engaged in either boiler making or Oxy Cutter (Advanced).
MT2	Senior Technician	Engineering Tradesperson (Mechanical/Electrical) , or equivalent and Holds multiple licenses to operate relevant load shifting equipment, i.e. forklift, excavator/Material Handler, etc.
MT3	Specialised Technician	Engineering Tradesperson (Mechanical/Electrical) , or equivalent and holds who acts in a specialized capacity beyond the scope of a Senior Technician and multiple licenses to operate relevant load shifting equipment, i.e. forklift, excavator/Material Handler, etc.
MT4	Lead Technician	Lead Engineering Tradesperson (Electrical/Electronic); or Lead Engineering Tradesperson (Mechanical); or Higher Engineering Tradesperson or equivalent, who leads a team of Technicians and Holds multiple licenses to operate relevant load shifting equipment, i.e. forklift, excavator, etc, Is responsible for the work of other employees.

WAGE GROUP: Trades Assistant (MTA)

A Trades Assistant is an employee who is responsible for helping and supporting Tradespeople and assisting with maintenance tasks across, Electrical, Mechanical and Boiler Making trades; and is able to exercise their skills and knowledge to enable the employee to perform work within the scope of this level.

- A Trades Assistant works to the level of his/her skills, competence and training, including understands and applies quality control techniques,
- Exercises good interpersonal and communication skills,
- Exercises keyboard skills,
- Exercises discretion within the scope of this classification,
- Performs work under supervision either individually or in a team environment,
- Operates lifting equipment incidental to their work,
- Performs work which while primarily involving assisting trades qualified staff is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training,

WAGE GROUP: General Tradesperson (MT1)

A General Tradesperson is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an,

- Engineering Tradesperson (Mechanical),
- Boiler Maker Welder,
- Oxy Cutter (Advanced)
- Or equivalent

and is able to exercise the skills and knowledge of the engineering or welding trade so as to enable the employee to perform work within the scope of this level.

- A General Tradesperson works to the level of his/her skills, competence and training, including understands and applies quality control techniques,
- Exercises good interpersonal and communication skills,
- Exercises keyboard skills,
- Exercises discretion within the scope of this classification,
- Performs work under limited supervision either individually or in a team environment,
- Operates lifting equipment incidental to their work,
- Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training,
- Able to inspect products and/or materials for conformity with established operation standards.

WAGE GROUP: Senior Tradesperson (MT2)

A Senior Tradesperson is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an,

- Engineering Tradesperson (Mechanical),
- Engineering Tradesperson (Electrical/Electronic);
- Boiler Maker Welder or equivalent and,
- Holds multiple licenses to operate relevant load shifting equipment, i.e. forklift, excavator, etc.

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

A Senior Tradesperson works to the level of his/her skills, competence and training, including,

- Holds a Trade Certificate for a minimum of five years (with the exception of Engineering Tradesperson (Electrical/Electronic),
- Understands and applies quality control techniques,
- Exercises good interpersonal and communication skills,
- Exercises keyboard skills,
- Exercises discretion within the scope of this classification,
- Performs work under limited supervision either individually or in a team environment,
- Operates lifting equipment incidental to his/her work,
- Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training,
- Able to inspect products and/or materials for conformity with established operation standards.

WAGE GROUP: Specialised Tradesperson (MT3)

A Specialised Tradesperson is an:

- Engineering Tradesperson (Mechanical);
- Engineering Tradesperson (Electrical/Electronic);
- Boiler Maker Welder,
- or equivalent

who has completed the following training requirements:

- 3 appropriate modules in addition to the training requirements of a General Trades Person; or
- 3 appropriate modules towards a National Diploma; or
- appropriate modules towards an Advanced Diploma;

or equivalent (including the use of 12 competency points from the Implementation Guide beyond the General Tradesperson classification).

A Specialised Tradesperson works above and beyond a Senior Tradesperson and to the level of their skills and competence and training performs work within the scope of this level, including,

- Exercises discretion within the scope of this classification,
- Works under limited supervision either individually or in a team environment,
- Understands and implements quality control techniques,
- Provides trade guidance and assistance as part of a work team,
- Operates lifting equipment incidental to their work,
- Performs non-trade tasks incidental to their work.

WAGE GROUP: Lead Tradesperson (MT4)

A Lead Tradesperson means a:

- Special Class Engineering Tradesperson (Electrical/Electronic); or
- Special Class Engineering Tradesperson (Mechanical); or
- Lead Engineering Tradesperson (Mechanical), or
- Higher Engineering Tradesperson or equivalent and
- Holds multiple licenses to operate relevant load shifting equipment, i.e. forklift, excavator, etc

who has completed the following training requirement:

- 6 appropriate modules in addition to the training requirements of a General Trades Person; or
- 6 appropriate modules towards a National Diploma; or
- 6 appropriate modules towards an Advanced Diploma;
- a Higher Engineering Tradesperson apprenticeship;

or equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of a Specialised Tradesperson)

A Lead Tradesperson works above and beyond a Specialised Tradesperson and to the level of their skills, competence and training performs work within the scope of this level,

- Leads a team of General, Senior and/or Specialised Tradespersons,
- Provides trade guidance and assistance as part of a work team,
- Plans and conducts training in conjunction with trainers,
- Understands and implements quality control techniques,
- Works under limited supervision either individually or in a team environment,
- Operates lifting equipment incidental to their work,
- Performs non-trade tasks incidental to their work, including but not limited to, planning, directing, and scheduling maintenance personnel.

APPENDIX B – UPSKILL INCENTIVE SCHEME

Summary

This program is proposed to benefit employees and the employer alike. Employees driven enough to participate in an upskill incentive program and reaping the benefits of the title of “skilled Employee” are there to assist and alleviate pressures on supervisors regarding staffing issues and placements. This program allows employees to opt into a fast track into higher roles by guaranteeing a workforce that is flexible and reliable and will be able to fill any production shortfalls in staffing. By always having standby operators ready to go, the company loses no efficiency of production in a time of crisis or circumstance where staffing numbers are low.

1. Scheme outline

- a. In addition to the progression opportunities as per the Classification structure, outlined in Appendix A of this Agreement, employees covered by this Agreement can opt to take part in the Upskill Incentive Scheme.
- b. Eligible employees participating in the scheme will be trained to acquire competency on all operation machinery.
- c. Competency is defined as:
 - i. Obtaining and maintaining the necessary machine tickets for each piece of machinery used within the work yard;
 - ii. Being signed off on all SWMS as per Company standard procedures; and
 - iii. Being signed off as competent in accordance with the Company’s standard operating procedures and safety guidelines.

The intention of this scheme is to provide employees the opportunity to upskill and to increase flexibility and efficiency in the workforce, especially in times of understaffing.

2. Scheme management

- a. Employees who have opted to participate in the scheme will be granted reasonable time during their regular working hours to practice and gain experience on the relevant machinery. This time shall be provided to allow employees to confirm and upkeep competency in operating difference machines within the yard. The scheduling of these practice sessions shall be coordinated between the employee and their supervisor to ensure minimal disruption to the workflow while fulfilling the skill development needs of the employee.
- b. The Company will ensure employees are aware of the requirements and procedures of this scheme.
- c. The number of simultaneous participants in the scheme at any one time will be determined based on operational requirements and capacity to provide training, i.e., the scheme cannot interrupt production.

- d. The Company will work closely with participating employees to ensure steady progress. Any concerns with the management of an individual’s scheme should be raised with their supervisor in the first instance, and failing that, with the Regional Operations Manager.
- e. Employees may opt out of the scheme at any time and return to their original role and pay rate.
- f. The JCC will review the management of this scheme in their quarterly meetings.

3. Relationship with Classification structure

- a. Participation in this scheme will fast track an employee’s progression through the Classification structure. For the avoidance of doubt, progression is outlined below:

Competency	Applicable Classification
At least one machine, but not all machines.	Operator 1
All machines, less than 4 years’ service.	Operator 2
All machines, 4+ years’ service	Operator 3

- b. Employees who believe they have met the criteria outlined in this clause but have not been considered for progression may request a classification review. If an employee is unsuccessful in being reclassified, the Company will provide a written explanation outlining the reasons for the decision. The employee can follow the procedure outlined in the Dispute Resolution procedure if required.

APPENDIX C – UNION AND DELEGATE RIGHTS

1. UNION DELEGATES

- 1.1 The Employer recognises Union Delegates, as defined in Clause 1.3 and agrees to provide nominated Union Delegates reasonable time off without loss of pay and reasonable access and opportunity during paid work hours to move freely into other departments in order to interview or provide information to Employee/s, Employer representatives and others who may assist them in order to attend to matters affecting the Employee/s they represent. Union Delegates shall not be docked wages for attending proceedings relating to the dispute resolution procedure in this agreement.
- 1.2 Union Delegates shall be provided with access to facilities such as a telephone, fax, a lockable filing cabinet, a photocopier, a private place to conduct interviews, and a computer with email and internet facilities upon request, to assist them in their representation. In each work area, the Employer will ensure that Union Delegates will have a prominent notice board for the posting of union approved notices.
- 1.3 Union Delegate is defined as an Employee of the Employer, who is,
 - (a) A shop steward, a delegate, or an Employee representative duly elected or appointed by the Employee/s in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those Employee/s in the dispute resolution procedure; and
 - (b) Within the class and number of Employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table or as otherwise agreed between the parties:

Number of Employee/s employed by the Employer in an enterprise or workplace	Maximum number of eligible Employee representatives entitled per year
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

2. UNION MEETINGS

- 2.1 Each quarter, the Union(s) may convene a meeting of union members of up to 30 minutes duration during working hours at a time which is mutually convenient for all parties concerned.
- 2.2 To ensure the occurrence of these meetings have minimal impact on the day to day operations of the enterprise, the parties agree to provide as much notice as possible, of dates and times of meetings.
- 2.3 Any proposed Union meetings which are required outside of this clause are to be by mutual agreement between all parties concerned.

3. DELEGATES TRAINING LEAVE

- 3.1 Union Delegates will be allowed up to 5 days paid leave per year to attend approved training courses, provided that sufficient notice has been given to the Employer.
- 3.2 Union delegates shall also be allowed an agreed amount of unpaid time off work for the purpose of attending as a delegate for interstate and overseas visits, to attend school or other forms of training or education organised or endorsed by his/her Union or to work in any capacity under the direction of the Union. Where absences from work are reasonable, they shall be regarded as service for the calculation of annual leave, long service leave or any other purpose.

APPENDIX D – EMPLOYEE ASSISTANCE PROGRAM

All Sims employees and their direct family members are eligible to use our company provided confidential professional counselling service, Access EAP.

Some signs that indicate it might be helpful to speak with a counsellor may include but are not limited to,

- Feeling distracted
- Feeling overwhelmed
- Anxiety and stress
- Sleeping difficulties
- Low motivation
- Social isolation
- Irritability / emotional outbursts
- Making more mistakes than usual
- Poor concentration / attention
- Struggling to make a decision

You may have a restless night's sleep or make a mistake at work.... a very short-term experience such as a day or two is not alarming **HOWEVER** if you are experiencing these symptoms for 2 or more weeks, and it's interfering with your day-to-day functioning and wellbeing the EAP can be of real benefit in providing coping strategies and offering support.

Assistance is available **24/7** across all
regions and states within Australia

1800 818 728

****Book appointments between 8am-6pm
AEST****

www.accesseap.com.au