



# Sims Metal SA Collective Agreement 2023

*Sims Metal acknowledges Australia's Aboriginal and Torres Strait Islander peoples as the Traditional Custodians of the land on which we work and live and gives respect to their Elders both past, present, and emerging.*

## 1. TITLE

The agreement shall be known as the Sims Metal SA Collective Agreement 2023 (“the Agreement”)

## 2. ARRANGEMENT

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### **3. PARTIES BOUND**

The parties to this Agreement are:

- 3.1 Sims Metal, a division of Sims Group Australia Holdings Limited (“the Employer”) located at North Arm Road, Wingfield, SA, 5013, and,
- 3.2 All employees of Sims Metal, employed under the classification structure outlined in Appendix A of this agreement (“the Employees”) employed at the following locations,
  - North Arm Road, Wingfield, SA, 5013
  - 7 Cooroora Crescent, Lonsdale, SA, 5160
  - 30-32 Leitch Road, Roseworthy, SA, 5371
  - 14 Johansson Road, Wingfield, SA 5013
- 3.3 Automotive, Foods, Engineering, Printing and Kindred Industries Union; Transport Workers Union of Australia.

### **4. SUPERSESSION OF PREVIOUS AGREEMENTS**

Except as provided by Column 2 of Clause 19.1, this Agreement supersedes all agreements which would otherwise apply to employees bound by this Agreement.

### **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 30 June 2026.

### **6. LOCATION**

- 6.1 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 of at least 24 hours is given to the employee/s. Less than 24 hours notice may be given, provided that there is mutual agreement between the employer and the employee/s. This arrangement may be on a temporary basis, i.e. up to six weeks, or where agreed with the employee/s on a permanent basis.
- 6.2 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.
- 6.3 The employer will, in the first instance, attempt to seek employee/s agreement, however the employer reserves the right to transfer an employee/s’ location in line with business requirements.

### **7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND AWARD**

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 and family and domestic violence leave,
- Community service 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 employee/s 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.

This Agreement is to be read in conjunction with the Manufacturing and Associated Industries and Occupations Award 2020 ("the Award"). Where this Agreement and the Award differ on common subject matters, the provisions of this Agreement shall apply to the extent of any inconsistency.

## **8. OBJECTIVES OF THIS AGREEMENT**

8.1 The primary objective of this Agreement is to create greater flexibility in employment practices within the workplace and to provide employee/s with greater employment security, certainty of remuneration and entitlements, and workplace flexibility.

8.2 This Agreement is designed to:

- Continue on the process of a harmonious work environment based on mutual trust and understanding;
- Increase efficiency and productivity through the development and effective utilisation of employee skills;
- Allow for high standards of workplace health and safety to be achieved.

8.3 Continuous Improvement

The employer and its employees are committed to the continuous improvement of its operations to ensure that at all times it meets/exceeds the expectations of its customers.

The objective of this agreement is to facilitate the continuation in the development of the company's culture of excellence in customer service and continuous improvement in products, services and work practices.

The employer acknowledges the positive contribution each employee both individually and as part of a team has made and will continue to make to increasing personal and company productivity.

To this end the parties undertake to positively support the continued development of the company's continuous improvement program. This includes but is not limited to,

- Actively supporting diversity and inclusion initiatives,
- Improve quality and reliability of customer service,
- Maintain and/or reduce Costs,
- Continue to improve current work practices,
- Maximise employee training and skills to provide a flexible workforce,
- Strengthen consultation between Employees and Management
- Provide flexibility in work hours
- Reduce Absenteeism
- Improve Occupational Health & Safety and the Environment
- Maintain the relativity of the Employment Classification Structure

## **9. 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.

## **10. NO EXTRA CLAIMS**

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

10.1 The parties will not pursue any extra wage claims, whether award or over award,

10.2 The parties will not seek any changes to conditions of employment.

## **11. CONSULTATION**

(1) This term applies if the employer:

- (a) 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) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### ***Major change***

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (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 employees; and
  - (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (8) If a term in this 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; 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 employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

*relevant employees* means the employees who may be affected by a change referred to in subclause (1).

## **12. JOINT CONSULTATIVE COMMITTEE**

- 12.1 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.
- 12.2 To ensure that this can occur the employer and the employees agree to form a Joint Consultative Committee (JCC). The JCC will facilitate greater communication levels between the employer and the employees and provide a forum for information flow between the parties to this agreement. The JCC employee reps will be elected by vote of eligible employees and may include union delegates. There will be equal numbers of management and employee representatives.

## **13. DISPUTE RESOLUTION PROCEDURE**

- 13.1 A procedure for the avoidance or resolution of disputes about matters covered in this agreement and/or any matter in relation to the National Employment Standards ("NES") will apply in all enterprises covered by this Agreement. The mechanism and procedures for resolving industrial disputes will include, but is not 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.
  - (b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee/s may appoint another person to act on their behalf. If the matter remains unresolved, the employer may refer it to a more senior level of management or to a more senior national officer within the employee's organisation.
  - (c) In the event it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Fair Work Commission or relevant authority for, in the first instance, mediation. If the matter is not able to be resolved by mediation, the Fair Work Commission or relevant authority will either conciliate or if conciliation is unsuccessful, arbitrate the matter in dispute at the request of either party.
- 13.2 In order to facilitate the procedure in 13.1,
- (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,
  - (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.
  - (d) At any point during the procedure, either party may appoint another person to act on their behalf.
- 13.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with the agreement and contract of employment.

## **14. FLEXIBILITY ARRANGEMENTS**

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

## **15. EMPLOYER AND EMPLOYEE DUTIES**

- 15.1 An 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.
- 15.2 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.
- 15.3 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.



- 15.4 No employee will unreasonably refuse to exercise knowledge which that employee possesses.

## **16. OTHER DUTIES**

- 16.1 Employees (if suitably trained and are competent to do so) are to perform either transport tasks and/or routine preventative maintenance tasks using employer provided tools and assist, where required, in breakdown repair when required to do so.
- 16.2 Maintenance employees (when suitably trained and are competent to do so) are to perform, without any loss of classification or pay, production tasks and/or transport tasks when required to do so.
- 16.3 Transport employees (if suitably trained and are competent to do so) can perform, without loss of classification or pay, production and/or routine preventative maintenance tasks using employer provided tools and assist, where required, in breakdown repair when required to do so.
- 16.4 Staff (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 training, or
  - (c) No other employee is available for the task

## **17. CATEGORIES OF EMPLOYMENT**

Employee/s will be engaged on any one of the following bases:

### **17.1 Full-time Employment**

- (a) A full-time employee is an employee who is regularly engaged for an average of 38 ordinary hours of work per week.
- (b) The actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less. The employee/s will not work in excess of 152 hours in any 28 day period.

### **17.2 Part-time Employment**

- (a) A part-time employee is an employee who is engaged to work ordinary hours which average less than 38 hours per week. A part-time employee will be eligible, on a pro-rata basis for all full-time employee entitlements prescribed in the Agreement.
- (b) The ordinary hours of work for a part-time employee will be set by the employer at the employee's engagement at a number between 3 hours per shift and 38 hours per week, (the employee's set ordinary hours). A part-time employee/s hours may be varied by mutual agreement between the employer and the employee/s.
- (c) Overtime rates, as specified in Clause 26 – Overtime, will be payable for work which is requested by the employer and is in excess of the part-time employee/s set ordinary hours.
- (d) Where a part-time employee/s set ordinary hours fall on a public holiday, the part-time employee will not lose pay for that day. Where a part-time employee/s is required to work on a public holiday, they will be paid in accordance with Clause 24.2(c).

### **17.3 Casual Employment**

- (a) A casual employee is an employee who is engaged on an hourly basis and who may terminate employment or be discharged at any time with one hours notice.

(b) 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 of the work being performed plus a casual loading of 25 per cent. The loading constitutes part of the casual employee's all purpose rate.

(c) Casual Conversion

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.

#### **17.4 Fixed-term employment**

A fixed term employee is an employee who is hired for a fixed period of time, to complete a specific project or task, or to replace another employee on leave. A fixed term employee is entitled to all the benefits of this Agreement, other than redundancy, on a pro-rata basis.

### **18. PROBATION**

- 18.1 The employer may initially engage a full-time or part-time employee for a period of probationary employment for up to 6 months.
- 18.2 The employee shall be advised in advance that the employment is probationary, and of the duration of the probationary period.
- 18.3 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.
- 18.4 This does not affect the Qualifying period as per the Fair Work Act

## 19. WAGES

19.1 Wages will be increased as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
Wage Group	Current	1 July 2023	1 July 2024 (4.75%)	1 July 2025 (3.75%)
TR2		\$28.00	\$29.33	\$30.43
GH	\$30.39	\$32.50	\$34.04	\$35.32
Operator 1	\$32.57	\$34.50	\$36.14	\$37.49
Operator 2	\$33.74	\$36.15	\$37.87	\$39.29
Operator 3	\$33.74	\$37.00	\$38.76	\$40.21
LO	\$33.74	\$39.00	\$40.85	\$42.38
TL	\$33.74	\$40.00	\$41.90	\$43.47
MT1	\$37.58	\$41.25	\$43.21	\$44.83
MT2	\$38.73	\$43.35	\$46.61	\$47.11
MT3	\$39.89	\$44.50	\$46.61	\$48.36
MT4	\$42.20	\$47.00	\$49.23	\$51.08
Driver 1	\$35.75	\$36.00	\$37.71	\$39.12
Driver 2	\$35.75	\$37.85	\$39.65	\$41.13

19.2 The wage increase in subclause 19.1 hereof shall be payable as follows,

- (a) The amount shown in Column 3 of Table 1 shall be payable from the beginning of the first full pay period to commence on or after 1<sup>st</sup> July 2023.
- (b) 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 1<sup>st</sup> July 2024.
- (c) 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 1<sup>st</sup> July 2025.

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

19.4 Backpay processing will commence when the Agreement and supporting documentation from all parties is lodged with the FWC. Any backpay resulting from the new classification structure will only be paid to current employees covered by the Agreement at the time of successful lodgement with the FWC.

19.5 There shall be no further wage increases for the life of the Agreement.

## 20. ELECTRONIC FUNDS TRANSFER

Employee/s will be paid weekly in arrears. All normal wages shall be paid by Electronic Funds Transfer (EFT) into their nominated account/s.

## 21. 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 supervisor role will be at the complete discretion of the employer.

## **22. CLASSIFICATIONS OF EMPLOYMENT**

22.1 During the life of this Agreement, the employer and its employees agree to work collaboratively on the implementation and refinement of the new classification structure via the JCC.

22.2 Transitional arrangements

All permanent employees at the date of FWC approval of this Agreement who are currently assessed as competent in Operator 1 duties will be automatically entitled to Operator 2 pay rates in return for agreeing to be trained at the Operator 2 level over a 12-month period.

If the employee is based at a site other than North Arm Road, Wingfield, the employer will arrange time for the employee to be trained on machinery at North Arm Road, Wingfield and the employee will make themselves available to cover shifts at North Arm Road, Wingfield once they are proficient as an Operator 2.

## **23. MIXED FUNCTIONS**

23.1 An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification, must be paid the higher minimum wage for such day or shift. If for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.

23.2 Where an employee is completing a structured training plan, and the higher duties which are completed are in conjunction with the requirements of the training plan, clause 23.1 will not apply.

## **24. HOURS OF WORK**

24.1 The ordinary hours of work shall be worked continuously, except for meal and rest breaks, at the discretion of the employer between 6.00am and 6.00pm or as otherwise agreed between the employer and employee/s concerned. Changes to permanent starting and finishing times may be made by the employer provided that a minimum of 24 hours notice is given to employee/s. Shorter notice may be acceptable if by mutual agreement between the employee/s and the employer.

24.2 The ordinary hours of work prescribed herein may be worked on any day or on all days of the week, Monday to Friday.

24.3 During the life of the agreement, the employer and the employee/s are able to reach agreement that ordinary hours of work will be worked on any day, Monday to Sunday subject to the following.

- (a) A vote is conducted and a majority of employees approve the change.
- (b) An employee who is rostered to work ordinary hours on a Saturday will be paid at a rate of time and a half for the duration of the shift.
- (c) An employee who is rostered to work ordinary hours on a Sunday will be paid at a rate of double time for the duration of the shift.

- (d) An employee who is rostered to work ordinary hours on a public holiday shall be paid at a rate of double time and one half for the duration of the shift.
- 24.4 Subject to the employer's right to fix the daily hours of work and the commencing and finishing time of shifts, the following matters may be arranged in consultation between the employer and the employee/s,
- (a) Arrangements which allow for flexibility in relation to the taking of rostered days off and/ or
  - (b) Any arrangements of ordinary hours, which exceed 7.6 hours in any day.

**24.5 Ordinary Hours of Work - Continuous Shift Workers**

- (a) Continuous shiftwork means work carried on with consecutive shifts of employees 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) 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 employees 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.

**24.6 Ordinary Hours of Work - Non-Continuous**

- (a) 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 employees 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.

**24.7 Definition of shiftworker**

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, 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.
- (c) Annual Leave Loading -Shiftwork  
An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of their rate of wage or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.”

## **25. ROSTER ARRANGEMENTS**

- 25.1 During the life of the Agreement the employer may develop a roster in accordance with the operational requirements of the workplace. This roster will determine the start and finish times for the employee/s within the span of hours prescribed in this Agreement.
- 25.2 The employee must observe the start and finish times, including designated breaks. All employees must be at their workstation ready to commence work at shift starting time.
- 25.3 The employer will make reasonable efforts to roster the employee in a manner that is fair and equitable and which takes into account the preferences of individual employees. (For example, where an employee has family or study commitments, the employer will attempt to accommodate these commitments). However, rosters must be arranged so that the workplace can operate effectively. This means that the employer may not always be able to accommodate the employee's preferences.
- 25.4 An employee/s will not be rostered to work for seven or more consecutive days.
- 25.5 Where employees work an eight (8) hour day, 0.4 hours will be banked to an RDO bank. Of the thirteen (13) rostered days off (RDO) occurring each year –
- (a) Up to five (5) may be taken.
  - (b) Balance of up to 13 RDOs may be banked (paid out at the end of the calendar year) subject to operational requirements.
  - (c) Current flexible arrangements as to time of taking RDO's will continue whereby arrangements falling outside of the above process will by agreement between the employer and the employee.
  - (d) All RDOs will be paid at time and a half.

### **25.6 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 this Agreement.
- (b) An employee on shiftwork may elect, with the consent of their 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 rate which would have been applicable to the hours taken off.

## **26. MEAL AND REST BREAKS**

- 26.1 An employee shall not be required to work for more than five (5) hours without a break for a meal.
- 26.2 Employees may be required to stagger the time taking meal and/or tea breaks such that all employees do not take breaks simultaneously. Any pre-arranged staggered basis will not mean any particular employee having to constantly take a break alone.
- The above arrangements may be implemented by agreement between the employer and the employee or employees directly concerned and agreement will not be unreasonably withheld.
- 26.3 Where an employee is instructed to work during a meal break for the purpose of making good a breakdown of plant or the routine maintenance of plant which can only be done while the plant is idle, the employee shall be paid ordinary rates of pay.

## **26.4 Rest Breaks**

- (a) An employee who is required to work more than one and a half (1½) hours overtime after the completion of the ordinary hours will be entitled to a rest break of 20 minutes.
- (b) An employee who is required to work more than four (4) hours overtime will be entitled to a rest break of 20 minutes.
- (c) Where an employee is instructed to work during a rest break to meet the operational requirements of the business, the employee will receive payment in lieu of the breaks stipulated in 26.4(a) & 26.4(b) at the base rate of pay.

## **27. OVERTIME**

### **27.1 Requirement to Work Reasonable Overtime**

- (a) Subject to clause 27.1 (b) and in line with operational requirements, the employer may require an employee to work reasonable overtime at overtime rates.
- (b) When offering overtime, the employer will consider the following,
  - (i) Skill level of the employee
  - (ii) The nature of the task
  - (iii) The amount of overtime recently worked
  - (iv) Recent performance levels
  - (v) Any risk to health and safety
  - (vi) Any other relevant factor
- (c) When additional hours are worked, the additional hours shall be so arranged for the employee to be released after the completion of such additional hours to allow the employee to have at least ten (10) consecutive hours off duty between the work performed on successive days. As the risk of fatigue and its effect on a safe performance will increase, these factors must at all time be monitored.
- (c) In exceptional circumstances (e.g. export ship loading and major machine/plant breakdown) and by the agreement between the employee/s concerned and the employer, the 10 hours between the work on successive days may be reduced to eight (8) hours.

### **27.2 Payment for Working Overtime**

- (a) Except as provided for in 27.2(d), 27.2(e), 27.2(f), 27.2(g) and 27.2(h), for all work done outside ordinary hours on any day or shift 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) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38.
- (c) Time off in lieu of payment for additional hours may be provided by mutual agreement between the employee/s and the employer. Such time off in lieu must be taken at a mutually convenient time. Time off in lieu must equate to an hour for hour time for time worked and must be taken within 4 weeks of the date of accrual.
- (d) Where an employee is required to work on their rostered day off and is provided with less than 24 hours notice, the employee will be paid double time for the duration of the shift.
- (e) In computing overtime each day's work shall stand alone.

- (f) A day worker required to work on a Saturday shall be afforded at least four hours work or paid for hour hours at the rate of time and one half for the first three hours and double time thereafter.
- (g) A day worker required to work overtime on Sunday shall be paid a minimum of three hours work at double time.
- (h) A day worker required to work on a public holiday shall be paid for the minimum of three hours work at double time and one half.

27.3 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 does not apply.

#### **27.4 Call Out**

- (a) An employee/s who is called back to work after the completion of their shift will be paid a minimum of four hours work at a rate of time and a half for the first three hours and double time thereafter.
- (b) An employee who is requested to regularly hold him or herself in readiness to work after ordinary hours will be paid at the employee's ordinary rate of pay for the duration of time that the employee/s is standing

### **28. SHIFT LOADINGS**

28.1 For the purpose of this clause:

- (a) "Rostered Shift" means any shift where the employee concerned has had at least 48 hours notice.
- (b) "Afternoon Shift" means any shift finishing after 6 p.m. and at or before midnight.
- (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

28.2 By agreement between the employer and 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.

28.3 An employee who works on an afternoon or night shift for more than five successive afternoons or nights shall be paid for such shift at 15 percent more than their ordinary rates.

28.4 An employee shall be paid at 30 percent more than their ordinary rate when the employee,

- Works night shift only or
- Remains on night shift for a longer period than four consecutive weeks.

### **29. ALLOWANCES**

The following allowances shall be paid for the duration of this agreement,

#### **29.1 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 \$0.85 cents per kilometre travelled. This will be increased in accordance with the ATO claim rate for a 1.6 to 2.6 litre conventional engine vehicle.

#### **29.2 First Aid Allowance**

An employee must have a current first aid certificate and be nominated by the employer to be the first aid officer. The allowance is \$19.79 per week.

#### **29.3 Meal Allowance**



An employee who is required to work for more than two hours overtime after the completion of their ordinary time hours and has not been provided 24 hours notice shall be paid a meal allowance of \$16.81 per occasion.

29.4 Case Hardened Prescription Lenses

An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.

29.5 Allowances specified in 29.1, 29.2 and 29.3 represent the only allowances which are applicable to and payable in conjunction with this agreement. No other allowances will be payable for the duration of this agreement, and the company will provide all required tools in lieu of a tool allowance for tradespeople.

29.6 Allowances specified in 29.1, 29.2 and 29.3 will be increased in accordance with any applicable statutory minimum and/or Award.

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

**30. SUPERANNUATION**

30.1 The Employer will contribute to the default 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.

30.2 To comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 30.1 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

30.3 The employee may choose a different fund by applying in writing. Government Super Choice regulations will apply.

30.4 Salary Sacrifice arrangements may 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 19 – Wages of this Agreement.

**31. WORKPLACE HEALTH AND SAFETY**

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

- Raising safety awareness
- Improving safety behaviour
- Reduction of Lost Time Injuries
- Reduction of Medical Treatment Injuries

The Yard will maintain a Health and Safety Committee to promote Safety and Health within the enterprise and is to meet on a regular basis. Minutes of all Health and Safety meetings are to be dealt with by the Health and Safety Committee.

**32. SAFETY BONUS**

The safety bonus scheme will be discontinued as it created a risk that injuries would not be reported. The amount that was paid in safety bonus has been rolled into the overall wage increase in the new classification structure.

### **33. CLOTHING**

All new employees will receive a clothing issue of 3 shirts, 3 trousers and 1 pair of boots after appointment. After a probationary period, a further 2 shirts, 2 trouser and 1 jacket will be distributed to complete the clothing issue. All further requirements will be met on a fair wear and tear replacement exchange. The employer will continue to assist employees with special requirements.

### **34. TRAINING**

34.1 All employees under this agreement are committed to training, both in house and external. The in house training by accredited trainers is designed to improve the flexibility of operators in performing various tasks.

34.2 The external training will be carried out by accredited institutions to improve the knowledge and skills of the workforce.

34.3 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.

### **35. ANNUAL LEAVE**

35.1 National Employment Standards apply to the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES.

35.2 An employee/s (as defined in clause 17.1) annual leave will accrue as per the NES. Annual Leave will accrue on a weekly basis at 1/13 of nominal hours worked by the employee during a four week period, i.e. twenty (20) days per year.

35.3 Annual leave will only accrue in relation to the nominal hours worked by an employee. Nominal hours worked refers to:

- The sum of the ordinary hours of work that the employee was required to work, and did work (up to a maximum of 38 hours per week and excluding any reasonable additional hours); and
- The number of hours of paid authorised leave taken by the employee during a particular period.

35.4 During a period of annual leave an employee will receive a leave loading calculated at the rate of 17 ½% on their rate of wage or any relevant shift loading, whichever is greater but not both.

35.5 Annual leave counts as service for all purposes.

35.6 An employee who accrues an entitlement to annual leave may request to take all or any part of that leave by providing the employer with a formal request. Approval of the request for annual leave by the employer is subject to:

- The operational requirements of the workplace; and
- The employee having accrued at least that amount of annual leave requested.

35.7 The employer will not unreasonably refuse an employee's request to take accrued annual leave.

35.8 The employer can direct an employee to take an amount of annual leave during a particular period if:

- (a) The employee has accrued annual leave of more than eight (8) weeks (or 304 hours); and
- (b) The amount of annual leave the employee is directed to take is less than, or equal to, ¼ of the amount of accrued annual leave the employee has at the time the direction is given.

### **36. PERSONAL (SICK & CARER'S) LEAVE**

#### **36.1 National Employment Standards to apply**

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

- (a) A permanent employee (excluding casuals) will accrue ten (10) days personal leave per year (pro rata for part time employees) accrued as per the NES.
- (b) A further two days per occasion of unpaid carer's leave is available to employees for the provision of care or support to a member of the employee's immediate family or a household member. This unpaid leave is only available when the employee has exhausted their Paid Personal/Carer's leave entitlement.

#### **36.2 Personal leave will only accrue in relation to the nominal hours worked by an employee.**

#### **36.3 Nominal hours worked refers to:**

- The sum of the ordinary hours of work that the employee was required to work, and did work (up to a maximum of 38 hours per week and excluding any reasonable additional hours); and
- The number of hours of paid authorised leave taken by the employee during a particular period.

#### **36.4 Paid personal leave is cumulative but will not be paid out to the employee on termination of employment. Paid Personal leave counts as service for all purposes.**

#### **36.5 Payment for personal/carer's leave will be made at the employee's base rate of pay on the hours they were scheduled to work.**

#### **36.6 The employee is entitled to take any amount of paid personal leave that has accrued for the purpose of Personal leave.**

#### **36.7 The employee is entitled to access their accrued personal/carer's leave to a maximum of 1/26 (10 days) of the nominal hours worked by the employee in the preceding 12-month period for the purpose of carer's leave.**

#### **36.8 An employee will not be entitled to paid personal leave for any period during which they are entitled to worker's compensation payments.**

#### **36.9 An employee must provide reasonable evidence, such as a medical certificate from a registered health practitioner, in order to be entitled to payment for personal leave claimed in the following circumstances,**

- Where the absence is two or more consecutive working days, and/or
- Where there is more than two single occasions taken during any year.

#### **36.10 Where the evidence provided by the employee does not satisfy the employer's reasonable requirements, the employer may request the employee to attend the employer's preferred doctor.**

#### **36.11 Employee/s must provide their supervisor or manager with as much notice as possible prior to the commencement of their normal shift of their inability to attend work and must state the reason as to why the employee is unable to attend work.**

#### **36.12 Unused personal leave will continue to accumulate during an employee's employment with the employer.**

#### **36.13 An employee may be granted personal leave in exceptional circumstances, such as;**

- when directly disadvantaged by State declared natural disasters; or

- is the victim of family or domestic violence in addition to any legislated minimum FDV entitlements.

Approval under these circumstances is subject to the employee providing evidence at the employer's discretion.

### 36.14 Cashing out Personal Leave Credit

- (a) The objective of the below mentioned scheme is to reduce the unacceptably high incidence of absenteeism.
- (b) An employee may elect to have some accrued personal leave cashed out, subject to the following-
- A credit of at least 25 days shall be maintained at all times,
  - The employee has given the employer a written request to cash out the personal leave,
  - The employee must have the amount of personal leave that they wish to cash out,
  - Cash out shall result in an equivalent reduction in personal leave accrued,
  - Payment for cashed out Personal Leave will be made at the ordinary rate of pay that the employee receives at the time the election is made.
- (c) The maximum cash out available to employees shall be on the following sliding scale:-

Personal Leave Remaining During the Year	% Available For Cashing Out	Total Amount Available To Be Cashed Out
10 days credit remaining	50%	5 days
9 days credit remaining	40%	4 days
8 days credit remaining	30%	3 days
7 days credit remaining	20%	2 days
6 days credit remaining	10%	1 day

- (d) Employees may only cash out personal leave every July.

### 37. PUBLIC HOLIDAYS

A full time employee under this agreement shall be entitled to the following public holidays (as gazetted by the South Australian Government) without loss of pay, currently listed as:

New Year's Eve: 7pm to midnight	Anzac Day
New Years Day	King's Birthday
Australian Day	Labour Day
Adelaide Cup	Christmas Eve: 7pm to midnight
Good Friday	Christmas Day
Easter Saturday	Proclamation Day
Easter Monday	

Christmas Day, Proclamation Day, New Years Day and Australia Day may be observed on another day if that holiday falls on a weekend.

If this occurs the substitute day is observed as the public holiday for the purposes of pay.

### **38. LONG SERVICE LEAVE**

National Employment Standards apply to the provisions relating to Long Service Leave and how and when it is to be taken will be in accordance with the NES.

### **39. COMPASSIONATE LEAVE**

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

An employee (other than a casual) is entitled to up to 2 days per occasion of paid Compassionate Leave:

- (a) 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
- (b) after the death of a member of the employee's immediate family or household.

39.2 The employee shall supply evidence satisfactory to the employer to support Compassionate Leave absences.

### **40. PARENTAL LEAVE**

#### **40.1 National Employment Standards (NES) to apply.**

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

### **41. COMMUNITY SERVICE LEAVE**

#### **41.1 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.

### **42. FAMILY AND DOMESTIC VIOLENCE**

42.1 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.

42.2 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. The evidence must convince a reasonable person that the Employee took the leave to deal with the impact of family and domestic violence.
- (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](http://1800RESPECT.org.au)

## 43. REDUNDANCY

### 43.1 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.

### 43.2 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 subject to:
  - (i) Eligibility for redundancy is when the employee is made redundant and not otherwise.
  - (ii) Employees with less than 10 years continuous service with the employer, will receive severance pay in accordance with the below table,

Period of Service	Amount of Severance Pay
Less than 1 year	1 weeks
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks

- (iii) Employees with more than 6 years continuous service with the employer will receive two (2) additional weeks pay for each additional completed year of continuous service up to a maximum payout to an individual employee of no greater than forty (40) weeks.
    - (iv) It is recognised that the employer must retain a workforce which has the necessary skills and experience to ensure a safe and efficient operation. Selection of employees for retrenchment will include a consideration of the employee's skills, qualifications, experience and individual performance and the employer's ongoing operational requirements.

\* Week's pay is defined in 43.1(d).

### **43.3 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.

### **43.4 Employees exempted**

This clause does not apply to:

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

### **43.5 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 44.1(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.

### **43.6 Job search entitlement**

(a) During the period of notice of termination given by the employer in accordance with 44.1(a), 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.

#### **43.7 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.

### **44. TERMINATION OF EMPLOYMENT**

#### **44.1 Notice of Termination by Employer**

- (a) In order to terminate 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 44.1(a) employees 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 44.1(a) and 44.1(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:
- In the case of dismissal for serious misconduct;
  - To apprentices;
  - To employees engaged for a specific period of time or for a specific task or tasks;
  - To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
  - To casual employees; or
  - To employees completing a probationary period.
- (e) Termination provisions for apprentices are provided by the relevant State Training Authority.
- (f) 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.

#### **44.2 Notice of Termination by Employee**

The notice of termination required to be given by an employee shall be the same as that required of an employer as outlined in 44.1(a), except that there is no additional notice based on the age of the employee concerned.



#### **44.3 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.

#### **45. ABANDONMENT OF EMPLOYMENT**

45.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

45.2 Provided that if within a period of 14 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 employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

45.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the day the employee is notified by the company of the termination.

#### **46. ABSENCE FROM DUTY**

Unless a provision of this Agreement, the Award or the Fair Work Act states otherwise, an employee not attending for duty will lose their pay for the actual time of such non-attendance.

#### **47. STANDING DOWN EMPLOYEES**

47.1 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.

47.2 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 an annual leave, long service leave entitlement or RDO, the employee will be requested to take that entitlement,
- (b) Where an employee will be required to take Leave Without Pay, the employer will attempt to find two (2) additional days of work for the employee. Where additional work is not available, that employee will be provided with two days paid leave in lieu.
- (c) Any arrangement outside that specified in 47.2(a) and 47.2(b) will be by agreement between the employee and employer.

**48. ILLNESS/ACCIDENT INCOME PROTECTION PLAN**

48.1 The employer agrees to provide up to a maximum of 2.1% of employee wages to a nominated illness/accident income protection plan.

Features of this plan may include,



- (a) 21 day waiting period
- (b) 90% of Income including overtime and allowance for 104 weeks
- (c) Workcover top up
- (d) \$20,000 death by any cause for insured person
- (e) \$5,000 death by any cause for insured person spouse.

48.2 At October of each calendar year, for the duration of this agreement, an employee can nominate in writing as to whether they wish to be covered by the Illness/Accident Income Protection Plan.

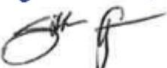

- (a) Should an employee elect, in writing, not to be part of the Illness/Accident Income Protection Plan, they will receive the equivalent payment of the amount specified in 48.1 as income.
- (b) The amount specified in clause 48.2(a) will be paid as a per week allowance of \$22.50 per week.
- (c) The per week allowance will be payable until either,
  - The employee opts back into the income protection scheme outlined in 48.1, **or**
  - Until the conclusion of this agreement.

**49. SIGNATORIES TO THE AGREEMENT**



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

Name: GERARD WHELAN Title: Regional Operations Manager SA/NT  
Address: Northam Rd, Gillman 5013.  
Signature:  Date: 12/03/24.  
Witness: MATTHEW SEARCY Title: SENIOR TRADING REP  
Signature:  Date: 12/03/2024

On Behalf of **Automotive, Foods, Engineering, Printing and Kindred Industries Union,**

Name: STUART GORZON Title: ASSISTANT STATE SECRETARY  
Address: 53-61 DALE STREET, PORT ADRIANOE  
Signature:  Date: 13.3.24  
Witness: PAUL DONNELL Title: STATE ORGANISER  
Signature:  Date: 13.3.24.

On Behalf of **Transport Workers Union of Australia,**

Name: Sam McIntosh Title: Branch Assistant Secretary  
Address: 25 Chief St, Brompton  
Signature:  Date: 14.3.24  
Witness: William Cheffins Title: Industrial Officer  
Signature:  Date: 14/3/2024

## APPENDIX A – CLASSIFICATION DEFINITIONS

Wage Group	Classification	Applicable Duties
<b>TR2</b>	Ops Trainee	Operations Trainee undertaking on the job training to become competent in GH duties and forklift operations.
<b>GH</b>	General Hand	Ferrous / Non-Ferrous Picker, General Labouring Duties, Grounds Person Duties.
<b>OP1</b>	Operator 1	<p>Duties of a General Hand plus assessed as proficient in operating at least 1 piece of plant, such as:</p> <ul style="list-style-type: none"> <li>• Forklift Operator</li> <li>• FEL Operator</li> <li>• Skid Steer Loader Operator</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• Trainee NF buyer</li> <li>• Ferrous Grader/ Inspector</li> </ul> <p>Also completes other manual tasks to support production and may include Confined Space Entry, Working at Heights, or Hot Work subject to training.</p>
<b>OP2</b>	Operator 2	<p>Duties of an Operator 1 plus assessed as proficient in operating at least 2 pieces of plant or regularly undertaking duties from the following list:</p> <ul style="list-style-type: none"> <li>• Forklift Operator</li> <li>• N/F Baler Operator</li> <li>• Road Sweeper / Water Truck Operator</li> <li>• Excavator/ Material Handler Operator</li> <li>• Mobile or Static Shear/ Baler Operator</li> <li>• Skid Steer</li> <li>• FEL</li> </ul> <p>Other duties may include,</p> <ul style="list-style-type: none"> <li>• Ferrous Grader / Inspector</li> <li>• NF Buyer</li> </ul> <p>Alternatively, an Op2 may be engaged as a Maintenance Labourer, Oxy Cutter, or provide basic Weighbridge coverage.</p> <p>Also completes other manual tasks to support production, and may include Confined Space Entry, Working at Heights includes boom lift and scissor, and/or Hot Work subject to training.</p>
<b>OP3</b>	Operator 3	<p>Duties of an Operator 2 plus assessed as proficient in operating at least 3 pieces of plant or regularly undertaking relevant duties, such as:</p> <ul style="list-style-type: none"> <li>• Mill Operator,</li> <li>• Non-Slewing Crane Operator, Franna</li> <li>• Forklift Operator greater than 7mt</li> </ul>

		<p>Other duties may include,</p> <ul style="list-style-type: none"> <li>• Non-Ferrous Buyer/ Inspector (advanced), or</li> <li>• Can act as Weighbridge/Cashier - proficient in all W/B activities, works with minimal supervision and can effectively train others</li> </ul> <p>An Op3 provides on the job training to other team members as needed. Also completes other manual tasks to support production, and includes Confined Space Entry, Working at Heights, and/or Hot Work.</p>
<b>LO</b>	Lead Operator	Duties of an Operator 3 plus, is responsible for supervising the work of up to 10 employees, possesses administration skills, assist in inventory control, and provides formal Training and Assessment of staff. Supervisor role by appointment only.
<b>TL</b>	Team Leader	As per duties of the LO role the team leader is responsible for supervising the work of more than 10 employees. Supervisor role by appointment only.

**WAGE GROUP: Trainee 2 (TR2)**

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, work 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 their training, which include:

- Competent performance of the following production duties,
  - Ferrous/Non Ferrous Picker,
  - General Labouring Duties,
  - Grounds Person Duties
  - Confined Spaces Entry or Working at Heights
- 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 timelines,
- Completes general housekeeping duties, as well as the cleaning of plant and equipment,
- Exercises appropriate 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. Can undertake duties of a GH and is also assessed as proficient in operating at least 1 piece of plant, such as:

- Forklift Operator
- FEL Operator
- Skid Steer Loader Operator, or
- Trainee NF buyer
- Ferrous Grader/ Inspector
- Also completes other manual tasks to support production, and includes Confined Space Entry, Working at Heights, or Hot Work. Along with other duties but not limited to Cable Stripper, Alligator Shear,
- Completes general housekeeping duties, as well as the cleaning of plant and equipment,
- 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 WHS management issues,
- 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 employee at Operator 1 level and to the level of their skills, competence and training. Can undertake duties of an Op1 plus assessed as proficient in operating at least 2 pieces of plant or regularly undertaking duties from the following list:

- Forklift Operator
- N/F Baler Operator
- Road Sweeper / Water Truck Operator
- Excavator/ Material Handler Operator
- Mobile or Static Shear/ Baler Operator
- Skid Steer
- FEL

Other duties may include,

- Ferrous Grader / Inspector
- NF Buyer
- Also completes other manual tasks to support production, and includes Confined Space Entry, Working at Heights, and/or Hot Work.
- 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 WHS 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,

- Receives, processes and/or despatches products/materials and maintains relevant records,
- Exercises discretion within their 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 an employee at Operator 2 and to the level of their skills, competence and training. Undertakes the duties of an Op2 plus assessed as proficient in operating at least 3 pieces of plant or regularly undertaking relevant duties, such as:

- Mill Operator,
- Non-Slewing Crane Operator,
- Forklift Operator greater than 7mt

Other duties may include,

- Non-Ferrous Buyer/ Inspector (advanced), or
- Can act as Weighbridge/Cashier - proficient in all W/B activities, works with minimal supervision and can effectively train others

An Op3 provides on the job training to other team members as needed. Also completes other manual tasks to support production, and includes Confined Space Entry, Working at Heights, and/or Hot Work

- 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 (WHS) 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 WHS 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
  - Formal 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.

The employer reserves the right to appoint Lead Operators at its complete discretion.

### **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 of the duties Lead Operator, plus the following
  - 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.

The employer reserves the right to appoint Team Leaders at its complete discretion.

<b>Maintenance</b>		
<b>MT1</b>	General Tradesperson	Engineering Tradesperson, who holds a trade certificate and is primarily engaged in either mechanical fitting, welding/fabrication or electrical trades work, and general maintenance duties.
<b>MT2</b>	Senior Tradesperson	Engineering Tradesperson (Mechanical/Electrical/Fabrication), or equivalent. Holds High Risk licenses to operate relevant load shifting equipment, e.g., forklift, and mobile crane, also elevated work platforms, etc. Shows the ability to work safely and effectively with minimal supervision
<b>MT3</b>	Specialised Tradesperson	Engineering Tradesperson equivalent to MT2 or equivalent, who acts in a specialized capacity beyond the scope of a Senior Tradesperson. The skills exercised by the Specialised Tradesperson include, but are not limited to drafting, planning or technical tasks requiring technical knowledge.
<b>MT4</b>	Maintenance Supervisor	Team leader Engineering Tradesperson who proficient in MT3 skills and leads a team of Technicians. Holds appropriate High-Risk licenses and is responsible for the work of other employees. Performs relevant data entry tasks and record keeping. Carries out relevant training of personnel when required.  Supervisor role by appointment only

#### **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 (Electrical/ Electronic) – Level I,
- Engineering Tradesperson (Mechanical) – Level I,
- Engineering Tradesperson (Fabrication) – Level I
- Or equivalent

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 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 at a high level,
- 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: SENIOR TRADESPERSON (MT2)**

A Senior Tradesperson works above and beyond an employee at MT1 and to the level of their skills, competence and training, performs work within the scope of this level.

Additionally, a Senior Tradesperson holds a trade certificate or tradespersons rights certificate or equivalent as an,

- Engineering Tradesperson (Electrical/ Electronic)
- Engineering Tradesperson (Mechanical)
- Engineering Tradesperson (Fabrication)

At this level the employee is required to exercise judgment and skill in excess of that required at MT1. Including, but not limited to;

- 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;
- Performs non-trade tasks incidental to their work;
- Operates lifting equipment incidental to their work;

And;

Holds one of the following certificates:

- Franna (CN) high risk license
- Dogman/Rigger (DG) high risk license
- Restricted electrical license (REL)
- Hydraulics 1 and 2 (MEM18020 and MEM18021)
- Pneumatics 1 and 2 (MEM18018 and MEM18019)
- Other certification agreed upon with management & according to business needs.

### **WAGE GROUP: SPECIALISED TRADESPERSON (MT3)**

A Specialised Tradesperson is an employee who has the equivalent level of training of MT2 so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Specialised Tradesperson include, but are not limited to drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at MT2. Including, but not limited to;

- 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;
- Relieves the shift supervisor during absences when requested;
- Has a minimum of 10 years trade experience;
- Has the ability to repair, design and construct new or replacement parts, to maintain plant operation, autonomously.

And;

Holds two of the following certificates:

- Franna (CN) high risk license
- Dogman/Rigger (DG) high risk license
- Restricted electrical license (REL)
- Hydraulics 1 and 2 (MEM18020 and MEM18021)
- Pneumatics 1 and 2 (MEM18018 and MEM18019)
- Other certification agreed upon with management & according to business needs.

Alternative educational pathways include a MT2 Specialised Tradesperson who has completed at least 40% of a degree or diploma in a field relevant to the approved and required skills of the company.

## WAGE GROUP: MAINTENANCE SUPERVISOR (MT4)

A Maintenance Supervisor is an employee who has the equivalent level of training of MT3 so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Maintenance Supervisor include but are not limited to drafting, planning or technical tasks requiring advanced technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at MT3, including in addition to maintenance tasks;

- Plans, writes and directs the work of engineering/production employees, apprentices and trainees
- Plans, writes and delivers training programs for engineering/production employees, apprentices and trainees.

Alternative educational pathways include MT3 Specialised Tradesperson who has completed at least 70% of a degree or diploma in a field relevant to the approved and required skills of the company.

Appointment to Supervisor roles is determined solely by the company based on merit and operational requirements.

<b>Transport</b>		
<b>Driver 1</b>	HR - Rigid	<p>This classification will apply to all new employees hired as drivers (excluding drivers that hold a current Multi-Combination 'MC' class licence) who commenced employment after 1 January 2024.</p> <p>Drivers under this classification will undergo training in the operation of all relevant employer equipment, vehicles, and trailers.</p> <p>Progression to the Driver 2 classification will occur when:</p> <ol style="list-style-type: none"> <li>1. assessed as fully competent in all relevant skills, such as lifting, tipping, towing and restraining loads etc; and</li> <li>2. obtaining employer sign off on the relevant skills and competencies.</li> </ol> <p>A Driver 1 will also be expected to perform other duties as required. Other duties may include general housekeeping, basic maintenance or other suitable duties and/or if licenced, driving a fork-lift.</p>
<b>Driver 2</b>	HC - Trailer	<p>At this level, drivers will:</p> <ol style="list-style-type: none"> <li>1. have the competencies to drive all employer vehicles and operate equipment up to and including licence classifications, and</li> <li>2. assist with training of other drivers.</li> </ol> <p>A Driver 2 will also be expected to perform other duties as required and be able to operate a fork-lift. Other duties may include general housekeeping, basic maintenance or other suitable duties and/or if licenced, driving a fork-lift.</p>

## **APPENDIX B - 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, and training related to their industrial interests.

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. 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 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.

## APPENDIX C – 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](http://www.accesseap.com.au)**