

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/342

TITLE: Metalcorp Recyclers Hexham/Lisarow Enterprise Agreement 2002

I.R.C. NO: IRC2/5192

DATE APPROVED/COMMENCEMENT: 27 September 2002 / 10 September 2002

TERM: 4 May 2004

NEW AGREEMENT OR  
VARIATION: Replaces EA01/79

GAZETTAL REFERENCE: 6 December 2002

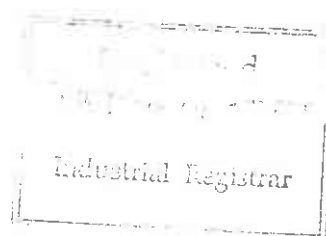
DATE TERMINATED:

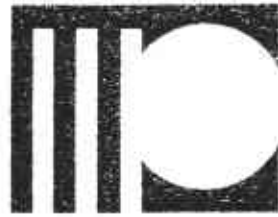
NUMBER OF PAGES: 23

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Metalcorp Pty Limited at Sparke Street, Hexham, and Pacific Highway, Lisarow, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**PARTIES:** Metalcorp Recyclers Pty Limited -&- The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch





**METALCORP**  
**RECYCLERS**

ACN 002 707 262

**METALCORP RECYCLERS PTY**  
**LIMITED**  
**HEXHAM / LISAROW**

**ENTERPRISE AGREEMENT**  
**2002**

1. **TITLE**

This Agreement shall be referred to as the 'Metalcorp Recyclers Hexham/Lisarow Enterprise Agreement 2002'.

2. **ARRANGEMENT**

This Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause Number</u>
Title .....	1
Arrangement .....	2
Application .....	3
Parties Bound .....	4
Date and period of operation .....	5
Relationship to Parent Award .....	6
Intent of Agreement .....	7
Goals .....	8
Objectives.....	8.1
Specific items .....	8.2
Flexible Operations.....	9
Workplace Arrangements .....	10
Application of 38 Hour Week .....	11
Wage Arrangements.....	12
Allowances .....	13
Mechanical Lifting Device Allowance.....	13.1
Leading Hand Allowance .....	13.2
First Aid/Fire Response Crews/Emergency Wardens Allowance.....	13.3
OHS Representative Allowance.....	13.4
Allowances not subject to penalty additions.....	14
Overtime.....	15
Key Performance Indicator Based Payments.....	16
Personal Leave.....	17
Paid personal leave available while absent.....	17.1
Amount of personal leave dependant on service.....	17.2
Maximum amount of accumulated personal leave. ....	17.3
Pre-Agreement sick leave entitlement .....	17.4
Annual Leave Loading.....	18
Training.....	19
Consultation and Review .....	20
No Disadvantage .....	21
Union Representation .....	22
No Extra Claims.....	23
Not to be Used as a Precedent .....	24
Avoidance of Industrial Disputes... ..	25
Disciplinary Procedure.....	26
Drugs and Alcohol .....	27
Signatories to Agreement .....	28
Avoidance of Disputes.....	Appendix 'A'
Disciplinary Policy & Procedure.....	Appendix 'B'
Key Performance Indicator Based Payments.....	Appendix 'C'
Classification Grading System.....	Appendix 'D'
Anti-Discrimination.....	Appendix 'E'



### **3. APPLICATION**

This Agreement shall apply to employees of:

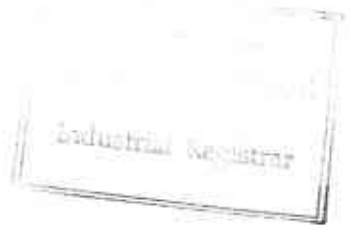
Metalcorp Recyclers Pty Limited - Sparke Street, HEXHAM; and  
Metalcorp Recyclers Pty Limited - Pacific Highway, LISAROW

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

### **4. PARTIES BOUND**

The parties to this Agreement are:

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



### **5. DATE AND PERIOD OF OPERATION**

- a. This Agreement will commence on 8 May 2002 and will operate until 7 May 2004.
- b. If the parties agree it will continue to operate until it is replaced by another Agreement or terminated by either of the parties.

### **6. RELATIONSHIP TO PARENT AWARD**

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

### **7. INTENT OF AGREEMENT**

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

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

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

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

- b) Relationships between the parties will be grounded in trust and the common goal of progressive introduction of technology and work organisation change.
- c) A reward system will be maintained which recognises that employees will be encouraged and will co-operate in the development of personal skills.
- d) Security of employment, improved working conditions, safe operating conditions and competitive remuneration will become a reasonable expectation.

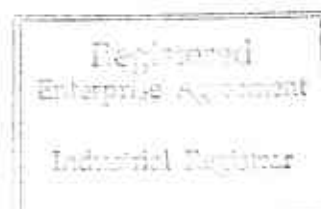
## 8. GOALS

### 8.1 Objectives

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

### 8.2 Specific items

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



## 9. FLEXIBLE OPERATIONS

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

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

## 10. WORKPLACE ARRANGEMENTS

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

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

## **11. APPLICATION OF 38 HOUR WEEK**

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

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

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

## **12. WAGE ARRANGEMENTS**

- a) Wage rates shown in this agreement represent an increase of 3.8% on that applying prior to commencement of this agreement.
- b) Wage rates will be increased by a further 3.5% on the first pay period commencing on or after 8 May 2003.
- c) A probationary period of three (3) months regardless of classification or grade will apply to any appointment, during which time the employer may terminate the employee with notice being the balance of the day or shift.
- d) At the end of a satisfactory probation period the employee will be classified within the classification structure and grading system forming part of this agreement.
- e) To maintain classification and/or grade, an employee will be required to demonstrate competence in the role at specified appraisal periods.
- f) An employee can be regraded up or down as a consequence of the appraisal process. The new grading/classification will apply for a period of 200 hours at the conclusion of which time a further appraisal will result in confirmation or variation of the grading/classification, in which case a further 200 hour review period will apply.
- g) Nothing in this agreement prevents the employer from terminating an employee for unsatisfactory performance provided the disciplinary procedure has been exercised.

**13. ALLOWANCES**

**13.1 Mechanical Lifting Device Allowance**

Truck Drivers required to operate mechanical lifting devices fitted to trucks, specifically Hiab type cranes and Murrell bin loaders will be paid an additional amount of \$22.00 per week or part thereof.

**13.2 Leading Hand Allowance**

Employees appointed by the Company as leading hands will be paid an additional amount of \$24.14 per week or part thereof.

**13.3 First Aid Attendant / Fire Response / Emergency Warden Allowances**

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

**13.4 OH&S Assistant**

An employee who is appointed by the Company to assist the OH&S Officer will be paid an allowance of \$50 per week over his normal classification.

**14. ALLOWANCES NOT SUBJECT TO PENALTY ADDITIONS**

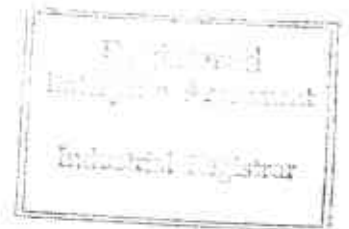
Allowances provided by this agreement are not subject to any premium or penalty addition.

**15. OVERTIME**

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

**16. KEY PERFORMANCE INDICATOR BASED PAYMENTS**

Refer to Appendix 'C'- KPI Based Payments.



**17. PERSONAL LEAVE**

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

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



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

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

17.3 Maximum Amount of Accumulated Personal Leave

Personal Leave may accumulate to a maximum of 960 hours.

17.4 Pre-Agreement Sick Leave Entitlement

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

## 18. ANNUAL LEAVE LOADING

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

## 19. TRAINING

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

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

External training will be conducted by accredited institutions or organisations.

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

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

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

For training specifically conducted to enable an employee to qualify for advancement through classification grades or transfer to a higher classification the employee will be paid at their existing rate of pay for the first one hundred and sixty

(160) hours of training time notwithstanding training may involve performing tasks which normally attract a higher rate of pay.

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

An employee shall not progress to a higher classification until:

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

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

## **20. CONSULTATION AND REVIEW**

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

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

## **21. NO DISADVANTAGE**

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

## **22. UNION REPRESENTATION**

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

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

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

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

**23. NO EXTRA CLAIMS**

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

**24. NOT TO BE USE AS A PRECEDENT**

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

**25. AVOIDANCE OF INDUSTRIAL DISPUTES**

Refer to Appendix 'A'- Avoidance of Disputes.

**26. DISCIPLINARY PROCEDURE**

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

**27. ALCOHOL AND DRUGS**

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



28. SIGNATORIES TO AGREEMENT

The Transport Workers Union.....

*[Handwritten Signature]*  
(Signature)

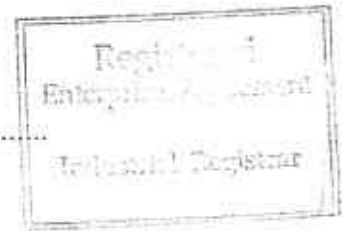
Dated this day of

(Day) *5TH*

(Month) *SEPTEMBER* (Year) *2002*

The Australian Workers Union.....

*[Handwritten Signature]*  
(Signature)



Dated this day of

(Day) *22nd*

(Month) *August* (Year) *2002*

Metalcorp Recyclers Pty Limited.....

*[Handwritten Signature]*  
(Sig)

Dated this day of

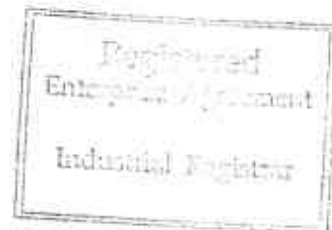
(Day) *6TH*

(Month) *SEPT* (Year) *2002*

METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW

ENTERPRISE AGREEMENT 2002

APPENDIX 'A' - AVOIDANCE OF DISPUTES



**INTENT**

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

Work will continue normally whilst the procedure is exercised.

**COMMENCEMENT**

Once a dispute is identified, the pre-dispute conditions will be maintained for the duration of the dispute settling procedure unless some other condition is necessary to safeguard personnel or plant/equipment, in which case, the Manager concerned, will communicate his reasons to the person representing the personnel involved. Such a decision will be without prejudice to any final solution reached.

**RESPONSIBILITIES**

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

Management representatives at all levels accept their obligation to ensure pre-dispute conditions are maintained for the duration of the dispute settling procedure unless safety considerations require alternative arrangements.

**PROCEDURE**

STEP 1 The details of the dispute or claim will be presented to the Supervisor.

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

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

STEP 2 If the response provided is not acceptable, the aggrieved person may seek discussion with the manager.

STEP 3 If resolution cannot be reached, then either party will refer the matter to the Industrial Relations Commission of New South Wales.

METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW

ENTERPRISE AGREEMENT 2002

APPENDIX 'B' - DISCIPLINARY POLICY & PROCEDURE

**1. OBJECTIVES OF THE POLICY**

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

**2. POLICY STATEMENT**

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

**3. DISCIPLINARY PROCEDURE**

**Stage 1 - Counselling**

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

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

**Stage 2 - First Written Warning**

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

- a) a warning has been issued for unacceptable behaviour following earlier counselling and is recorded in his/her personal file by way of a Record of Interview form.
- b) continuation of such conduct will lead to dismissal.

- c) his/her conduct will be reviewed on a specified date - being a reasonable time frame required for improvement.
- d) within 24 hours of the disciplinary interview a written warning based on the record of interview will be issued to the employee and a copy placed in the employee's personal file.

### **Stage 3 - Final Written Warning**

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

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

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

The employee should be informed that:

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

### **Stage 4 - Termination of Employment**

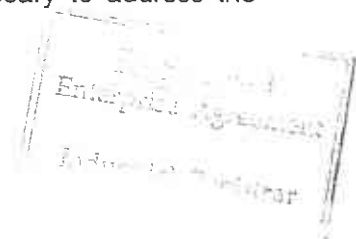
Subject to:

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

## **4. GUIDELINES FOR TERMINATION OF SERVICES**

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

- a) the reason for proposed termination;
- b) the person's employment history and record;



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

## **5. TERMINATION WITHOUT NOTICE**

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

Summary dismissal may be justified in cases such as:

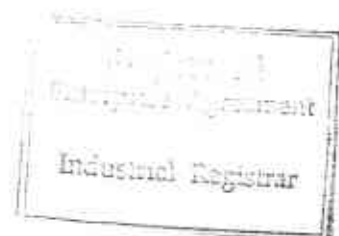
- a) neglect of duty;
- b) inefficiency or incompetence;
- c) insubordination and abuse;
- d) dishonesty, including theft;
- e) alcohol and drug abuse;
- f) misbehaviour, including threats and /or fighting;
- g) serious and wilful misconduct;
- h) wilful damage to plant and equipment.

## **6. AUTHORITY TO EXERCISE DISCIPLINARY PROCEDURE**

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

## **7. LIFE OF WARNINGS**

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





**RECORD OF INTERVIEW**

Counselling

First Written Warning

Final Written Warning

Mr/Mrs/Ms/Miss

Date

Clock/Employee No.

Time

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

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

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

As a result of the interview:

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

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

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

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

Management representative conducting interview:

Signature:

Witnesses Present

**Name:**

**Name:**

Position:

Position

Signature

Signature

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

Employee Signature:



**METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW**

**ENTERPRISE AGREEMENT 2002**

**APPENDIX 'C' – KEY PERFORMANCE INDICATOR BASED PAYMENTS**

The parties to this agreement accept the notion of performance payments based upon achievement of Key Performance Indicators.

The parties further agree to the Metalcorp Recyclers Consultative Committee (provided for in this agreement) during the first year of this Agreement developing Key Performance Indicators in respect of:

- Safety
- Absenteeism
- Quality
- Housekeeping
- Utilisation

As well as setting weighting of the factor and targets for achievement. Achievement of Key Performance Indicator targets will be reviewed by the Metalcorp Recyclers Consultative Committee and this committee with report on progress towards achieving set targets on a monthly basis.

An amount equivalent to 1% of the wage increase provided for in this agreement during the second year of the Agreement will be regarded as a Performance Based Payment.

The Performance Based Payment will be calculated as a proportion of the rate of achievement of the target set for the factor measured.

Additional or alternative Key Performance Indicators and weighting may be suggested by the Metalcorp Recyclers Consultative Committee and if accepted by management will become part of the Key Performance Indicator based payment.



METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW

ENTERPRISE AGREEMENT 2002

APPENDIX 'D' – CLASSIFICATION GRADING SYSTEM

**GRADE DEFINITIONS GENERAL**

**Grade 1**

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

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

**Grade 2**

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

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

**Grade 3**

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

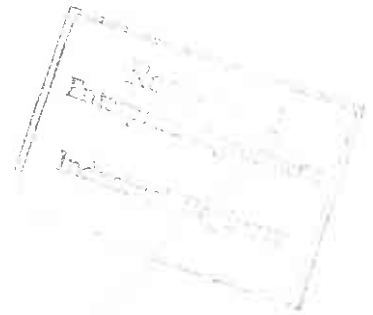
- a) Carries out complex instructions and procedures;
- b) Coordinates work in a team environment;
- c) Is responsible for ensuring quality assurance procedures are carried out



## Grade 4

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

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



## GRADE DEFINITIONS SPECIFIC

### Operator

- Grade 1: Trainee, ticketed with minimum experience. Appraisal at six (6) monthly intervals
- Grade 2: Intermediate operator, competent and licensed on two (2) machines. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.
- Grade 3: Experienced operator, competent on at least four (4) machines or three (3) machines and holds a HR or HC truck license. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.
- Grade 4: Selected and experienced operator on offsite machines and/or responsible for scrap handling section within the yard, skill level same as grade 3 operator. Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

### *Definitions:*

- Trainee: Limited exposure to scrap handling/processing.
- Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.
- Machines: Magnet, shears, grab, loader, shredder and car crusher.

### Truck Driver

- Grade 1: Trainee with minimum experience, must hold either HR or HC licence. Appraisal at six (6) monthly intervals.
- Grade 2: Intermediate/competent truck driver, competent on Hiab and Murrell trucks (no trailers). Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.
- Grade 3: Experienced/competent truck driver, must be able to drive all trucks (including trailers). Appraisal at six (6) monthly intervals. Competent in scrap grading and customer service.

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

*Definitions:*

**Trainee:** Limited exposure to scrap handling/processing.

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

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

**Non Ferrous Operative**

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

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

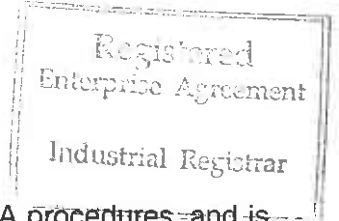
**Grade 3:** Competent buyer/sorter, extensive non ferrous experience that requires minimal supervision.

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

*Definitions:*

**Trainee:** Limited exposure to scrap handling/processing.

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



**Burner**

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

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

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

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

*Definitions:*

**Trainee:** Limited exposure to scrap handling/processing.

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

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

## Shredder/General Labourer

- Grade 1: Trainee with minimum experience on shredder, non-ferrous, hiab crane and learner on forklift.
- Grade 2: Competent shredder labourer, able to deal with all operational facets downstream of shredder, holder of forklift ticket, holder of confined spaces ticket.
- Grade 3: Competent shredder labourer, responsible for dealing with all operational facets downstream of shredder, holder of forklift ticket, holder of confined spaces ticket, relief shredder operator.
- Grade 4: Competent shredder operator, responsible for dealing with all operational facets of shredder, holder of forklift ticket, holder of confined spaces ticket.

### *Definitions:*

- Trainee: Limited exposure to scrap handling/processing.
- Competent: Understands and applies safe operation procedures, QA procedures, and is capable of a satisfactory production level.



**METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW**

**ENTERPRISE AGREEMENT 2002**

**APPENDIX 'E' – ANTI-DISCRIMINATION**

- (i) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.

**NOTES**

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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



**METALCORP RECYCLERS PTY LIMITED  
HEXHAM - LISAROW**

**ENTERPRISE AGREEMENT 2002**

Enterprise Agreement  
Industrial Registrar

**WAGE RATES**

CLASSIFICATION	GRADE	Hourly Rates First Pay Period Commencing on or after	
		8 May 2002	8 May 2003
Operator	1	13.4291	13.89912
	2	14.5034	15.01102
	3	15.0406	15.56702
	4	15.5778	16.12302
Truck Driver	1	13.4291	13.89912
	2	14.5034	15.01102
	3	15.0406	15.56702
	4	15.5778	16.12302
Non-Ferrous Operator	1	11.8176	12.23122
	2	13.4291	13.89912
	3	15.0406	15.56702
	4	15.5778	16.12302
Burner	1	11.8176	12.23122
	2	12.8919	13.34312
	3	13.4291	13.89912
	4	13.9662	14.45502
Shredder/General Labourer	1	11.8176	12.23122
	2	13.4291	13.89912
	3	15.0406	15.56702
	4	15.5778	16.12302

**NOTE:**

This schedule of rates does not form part of the Metalcorp Recyclers Pty Ltd Hexham/Lisarow Enterprise Agreement 2002 and is confidential to the parties. It is not to be copied or published electronically or in printed form without the express written consent of the Company on behalf of the parties.