

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/91

TITLE: **Refratech Enterprise Agreement 2004**

I.R.C. NO: IRC4/5702

DATE APPROVED/COMMENCEMENT: 30 September 2004 / 30 September 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/13.

GAZETTAL REFERENCE: 29 April 2005

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Refractech Pty Ltd, located at 6 Doyle Avenue, Unanderra, NSW, 2526, who fall within the coverage of the Refractory Industry (State) Award.

PARTIES: Refractech Pty Ltd -&- The Australian Workers' Union, New South Wales

REFRATECH ENTERPRISE AGREEMENT - 2004

1. Arrangement

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2. Incidence and Parties Bound

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales *Industrial Relations Act* 1996 and entered into between Refractech Pty Ltd, employees classified pursuant to sub-clause 2.3 herein of this Agreement and the Australian Workers' Union, New South Wales.
- 2.2 The Enterprise: The enterprise for which the agreement is reached is the Company known as Refractech Pty Ltd, operating from their offices located at 6 Doyle Avenue, Unanderra, NSW 2526.
- 2.3 The Occupations: This Enterprise Agreement relates to the classifications for Refractory Employees.

3. Term of Agreement

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of three (3) years.

4. Relationship to Parent Award

It has been determined by the parties to this Agreement that the Agreement shall be read and interpreted wholly in conjunction with the Refractory Industry (State) Award provided that where there is any inconsistency, this Agreement shall take precedence.

5. Purpose of Agreement

The purpose of this Agreement is to establish a more effective plant operation with the introduction of formal employee career path levels covering the manufacturing operations of the Company.

6. Duress

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. Hours of Work and Wage Calculations

To be 38 hours per week. This will be achieved by working nineteen (19) days in a four (4) week period. The twentieth (20) day will be a rostered day off. Hours will be averaged to provide for a system of thirty eight (38) hours pay per week.

8. Arrangements

- 8.1 There will be no penalty rates paid during normal work hours. Flexibility to work through lunch.
- 8.2 Payment of wages to be on Thursday, the pay period being from commencing time on a Friday to ceasing time on a Thursday. Pay day to move forward to avoid clashes with Public Holidays.
- 8.3 Meal allowances provided for in the Award to be paid if more than 2 hours overtime is worked after normal finishing time without notice on the prior day.
- 8.4 Sick days to be 10 per year.
- 8.5 Allowances for work carried out at heights is included in wage rates.

9. Structure/Career Path

A structure of three (3) levels plus a probationary period (refer Appendix 'A') will be implemented. Within the structure the following will apply:

All employees can attain Level 3.

New employees not able to attain Level 1 will be reviewed as to their suitability for employment.

Employees will be assessed for competence at each level by a committee consisting of a member of management and the person who trained the employee. Agreement must be reached on the employee's competence, any shortfall in competency will be identified to the employee.

All training is in house, except for "Welding & Thermal Cutting" # 8264J (National module # NBB09) and "Manual Metal Arc Welding 1" # 8267C (National module # NF01) which are carried out by TAFE.

Rotation of duties will occur where practicable to allow training and ensure maintenance of skills.

Employees will carry out all skills/duties they are trained for.

Levels reflect the same/similar level of training i.e. there is equity between levels.

10. Wages Rates

- 10.1 To be based on the classification level structure.

Classification	Old Rate per Week \$	Rate per week ffpp after date of approval \$	Rate per Week ffpp 1/8/05 \$	Rate per Week ffpp 1/8/06 \$
Probation Level	576.32	605.14	635.40	667.17
Level 1	640.82	672.86	706.50	741.83
Level 2	705.31	740.57	777.60	816.48
Level 3	774.95	813.70	854.39	897.10

Each employee must be assessed as competent at each level before being paid at that level's pay rate.

- 10.2 The rates of pay in clause 10.1 reflect a 5% increase payable from the first full pay period to commence on or after the date of approval of this agreement, a 5% increase payable from the first full pay period to commence on or after 1 August 2005 and a 5% increase payable from the first full pay period to commence on or after 1 August 2006. Employees accept that wage increases granted in this Agreement cover any increase which might be granted through an industrial tribunals during the nominal term of the Agreement together with the inclusion of new skills into the classification structure levels. No further claims will be made against the Company during the term of this Agreement.

11. Training Costs

The Company will provide for costs of fees and text books for courses at TAFE. Text books remain the property of the Company and will be kept at the Company premises. Employees enrolled in such courses will attend in their own time. Should a course not be successfully completed the employee will meet the costs of fees until the course is completed.

12. Employee Counselling

Counselling procedures as provided in the Award will be observed by the parties to this Agreement.

13. Disputes Procedure

Clause 40 - Industrial Disputes and Grievance Procedure of the Parent Award shall be followed to resolve industrial disputes or grievances.

14. Future Negotiations

It is agreed that the negotiations for the next Agreement may commence in July 2007.

15. Casual Employment

An employee may be engaged on a Casual basis i.e. day to day basis to meet the needs of the enterprise. A loading of twenty (20) percent will be paid above the classification level the employee is deemed to have attained. This loading includes a one-twelfth of ordinary time earnings to cover annual leave, which will be identified separately on wage packets.

Casual employees will be expected to develop their skills in line with the Company career structure.

16. Signatories

Signed for and on behalf of Refractech Pty Ltd

_____	_____
Manager	Date
_____	_____
Witness	Date

Signed for and on behalf of the Australian Workers' Union, New South Wales (Port Kembla, South Coast and Southern Highlands Branch)

_____	_____
Secretary	Date
_____	_____
Witness	Date

APPENDIX A

LEVELS - CAREER PATH

1. Probationary - 3 Months

INDUCTIONS: Occupational health & safety

General procedures
Application of Award and Agreement work conditions
Forklift permit & commence training
Amenity cleaning
Handle & package product
Hand tools & compressor
Career path opportunities
Work at heights

2. Level 1

DUTIES: Completed induction requirements
Mobile vehicle operation
Moulds - assembly/disassembly, clean/oil, storage
Lifting/man handling
Pallet labelling
Receipt & despatch
Vibrator techniques & maintenance
Quality Assurance Procedures - Check & alert, measure & report
Furnace operation
Work at heights

3. Level 2

DUTIES: As detailed in Level 1.
Welding Certificate (TAFE) or Dogman Certificate
Cooler bend mould - maintenance & assembly
Trouble shoot - all tools & equipment
Understand and carry out instructions on any task
Full knowledge on normal operations (products used in manufacture)

4. Level 3

DUTIES: As detailed in Level 1 & 2.
Job scheduling & manning control
Work instructions
Safety procedures & audits
Detailed product inspection & reporting
Application of Award/Agreement
Liaison with external parties - Customers & Suppliers
Site security
Interpret product drawings
Full knowledge of work procedures & requirements
Welding Certificate
Dogman Certificate