

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/22

LR.C. NO: 96/5055

DATE APPROVED/COMMENCEMENT: Approved and Commences on 1st pay on
or after 20 December 1996

TERM: Expires 1 July 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

295 L.G. 1401 (7.3.97)

DATE TERMINATED:

TITLE: Refractech Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: Refractory Employees Located at 391-393 Old Five Islands Road,
Unanderra

PARTIES: Refractech Pty Ltd & AWU - FIME Amalgamated Union, New South
Wales

NO: OF PAGES: 7

REFRACTECH ENTERPRISE AGREEMENT - 1996

BETWEEN

REFRACTECH PTY LTD

[ACN 067 519 331]

AND

AWU - FIME AMALGAMATED UNION

[REPRESENTING FACTORY EMPLOYEES]



1. ARRANGEMENT

- 1. Arrangement
- 2. Incidence and parties bound
- 3. Term of agreement
- 4. Relationship to parent award
- 5. Purpose of agreement
- 6. Duress
- 7. Hours of work and wage calculations
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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, No.17 and entered into on the *29 August* 1996 between Refractech Pty Ltd and staff classified pursuant to sub-clause 2.3 herein of this Agreement.
- 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 391-395 Old Five Islands Road, Unanderra, NSW 2526.
- 2.3 **The Occupations:** This Enterprise Agreement relates to the classifications for Refractory Employees.

REFRACTECH ENTERPRISE AGREEMENT - 1996**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 until 1 July 1998.

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 Materials Makers and Assistants [State] Award provided that where there is any inconsistency, this Agreement shall take precedence.

5. PURPOSE OF AGREEMENT

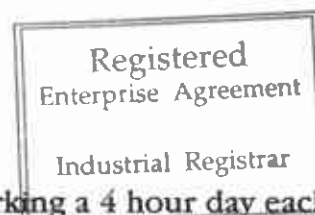
The purpose of this Agreement is to establish a more effective plant operation with the introduction of formal employee career path levels covering the manufacturing operations of the Company.

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 is to be achieved by working a 4 hour day each second Friday. This system will be reviewed after six months of operation or earlier if requested by either party. Ordinary hours will be averaged over a 2 week period in order to provide for a system of 38 ordinary hours pay each 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 Friday. Pay day to move forward to avoid clashes with Public Holidays.

REFRACTECH ENTERPRISE AGREEMENT - 1996

- 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.

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 employees competence, any shortfall in competency will be identified to the employee.
- * All training is in house, except for "Welding & Thermal" and "Stick 1" 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.

Probation Level	\$418.00 per week
Level 1	\$468.00 per week
Level 2	\$518.00 per week
Level 3	\$572.00 per week

Each employees must be assessed as competent at each level before being paid the appropriate pay rate level.



REFRACTECH ENTERPRISE AGREEMENT - 1996

- 10.2 An incremental wage rise of 4% will come into effect on the first pay period after 1 July 1997. This increase covers any wage increases which might be granted through an industrial tribunals. 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 "Welding & Thermal" and "Stick 1" 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.

12. EMPLOYEE COUNSELLING

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

13. DISPUTES PROCEDURE

The Grievances and dispute resolution procedures as provided for in s.185 of the Industrial Relations Act 1991 (NSW) will be observed by the parties to this Agreement.

14. FUTURE NEGOTIATIONS

It is agreed that the negotiations for the next Agreement may commence in April 1998.

Registered in
Enterprise Agreement

Industrial Registrar

REFRACTECH ENTERPRISE AGREEMENT - 1996

16. SIGNATORIES

Signed for and on behalf of Refractech Pty Ltd

Terence M. Newey
.....
MANAGER

18.12.96
.....
DATE

D Turner
.....
WITNESS

18.12.96
.....
DATE

Signed for and on behalf of the AWU - FIME Amalgamated Union [Port Kembla, South Coast and Southern Highlands Branch]

R. K. Collins
.....
SECRETARY

30.1.97
.....
DATE

J. P. Hill
.....
WITNESS

30.1.97
.....
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

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

3. LEVEL 2

DUTIES: As detailed in Level 1.
 Welding Certificate [TAFE]
 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]



REFRACTECH ENTERPRISE AGREEMENT - 19964. 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

Registered
Enterprise Agreement
Industrial Registrar