

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/318

TITLE: Refratech Enterprise Agreement 1998

I.R.C. NO: IRC98/5178

DATE APPROVED/COMMENCEMENT: 28 October 1998

TERM: 1 August 2000

NEW AGREEMENT OR VARIATION: Replaces EA97/22

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to the employees of Refratech Pty Ltd who fall within the coverage of the Refractory Materials Makers and Assistants (State) Award

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

Exc - L



REFRACTECH ENTERPRISE AGREEMENT - 1998

BETWEEN

REFRACTECH PTY LTD

[ACN 067 519 331]

AND THE

AUSTRALIAN WORKERS' UNION NEW SOUTH WALES

[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
- 8. Working arrangements
- 9. Structure/career path
- 10. Wage rates
- 11. Training costs
- 12. Employee counselling
- 13. Disputes procedure
- 14. Future negotiations
- 15. Signatories

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 on the 21 September 1998 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 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 until 1 August 2000.

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. 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 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.

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. These rates reflect a \$30.00 per week base rate increase.

Probation Level	\$464.72 per week
Level 1	\$516.72 per week
Level 2	\$568.72 per week
Level 3	\$624.88 per week

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

- 10.2 An incremental wage rise of 4%, effective from the first pay period after 1 August 1999. 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 "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.39 of the Industrial Relations Act 1996 (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 June 2000.

16. SIGNATORIES

Signed for and on behalf of Refractech Pty Ltd


.....
MANAGER

21.9.98
.....
DATE


.....
WITNESS

21/9/98.
.....
DATE

Signed for and on behalf of the Australian Workers' Union [NEW SOUTH WALES, Port Kembla, South Coast and Southern Highlands Branch]


.....
SECRETARY

18/9/98
.....
DATE

PORT KEMBLA, SOUTH
COAST AND SOUTHERN
HIGHLANDS BRANCH


.....
WITNESS

18/9/98
.....
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
Overhead Crane

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]