

ENTERPRISE AGREEMENT

NO: E.A. 23 /1992

DATE REGISTERED: 12-11-92

PRICE: \$ 24-00

BHP Refractories Ltd

Slide Gate Plant Enterprise Agreement 1992

1. Arrangement

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2. Application of Agreement

This agreement shall apply at the Company's Slide Gate Plant located at Five Islands Road, Port Kembla, and shall apply to all members of the Federated Brick, Tile and Pottery Union (N.S.W. Branch) working at that establishment.

3. ***Date and Period of Operation***

This agreement shall operate from the beginning of the first pay period after ratification by the Industrial Registrar, and shall remain in force for a period of 12 months.

4. ***Relationship to Parent Award***

This agreement shall be read and interpreted as being supplementary to Clause 5. Wages of the Refractory Material Makers and Assistants (State) Award.

5. Definitions

- a) The "Company" is BHP Refractories Ltd
- b) The "Award" and "Parent Award" is the Refractories Material Makers and Assistants (State) Award
- c) "Promptly" within the terms of Clause 11, Disputes Settling Procedure means within 48 hours of a dispute being raised with the Company.

6. Objectives of Agreement

- i) To increase production efficiency by allowing for greater flexibility and adaptability of operative personnel.
- ii) To provide rates of pay consistent with proficiency for the levels of skills acquired and utilised in Plant functions/responsibilities.
- iii) To provide the employee with an interesting system of work.
- iv) To provide career path development opportunities.

7. *Outline of Agreement*

The Port Kembla Slide Gate Plant work functions have been arranged into seven distinct plant classifications, each classification being subject to a particular rate of pay. After qualifying for a level, employees are paid the rate of pay relative to that particular level for any task carried out in that level on the Plant. An employee who has qualified for a particular level can as plant requirements allow, continue to train and carry out functions in another level but will be paid at the Plant classification rate for which he/she is qualified until proficiency in the next highest Plant level is achieved and a position is available. New employees will commence as basic entry employees.

8. *Job Classification Structure and Pay Rates*

Slide Gate work functions have been reviewed and placed into Plant classifications within the award classification structure. The basis for review being the skill and responsibility level attributed to and required for each work function. The classification structure and rates of pay are given below:

Award Level Rate	Work Functions	Certification Requirements	Rate of Pay/Week
Basic Entry \$340.20	3 months probation		\$380.40
Level 1 \$358.50	Packing; plate stamping setting; dragging; shot blasting; steel plate fitting; shrinkfilming	F/Lift permit Refractory App. Mech. App. Elec. Welding	\$396.40
Level 2 \$369.70			
2a	Mobile equip. operation	F/Lift licence	\$412.40
2b	Dimension/flatness testing	Crane driving Crane chasing Rigging	\$428.50
2c	Grinding; gas channel (complete process); drilling; dimensional checking.		\$444.90
2d	Pressing and/or mixing		\$461.00
Level 3 \$381.90	Impregnation; carbonisation		\$470.00

9. *Rules of the Agreement*

- a) Accreditation for a particular work function requires a display of proficiency, together with the appropriate qualification/ certification/ knowledge associated with that work function.

All employees can progress to Level 2b by achieving accreditation in five work functions within Levels 1 to 2b, on the understanding that employees will be available to become proficient in all plant classifications up to and including Level 2b if required. Accreditation and progression beyond Level 2b will be subject to plant requirements.

- b) Proficiency for all work functions will be determined by the accrediting team (production personnel staff and wages representatives). Safe working practices will be considered a prime element in assessment of proficiency.
- c) Accreditation for a particular Plant classification based on proficiency of operation of overhead crane (includes crane chasing and rigging) and forklift will be provisional on the employee gaining the appropriate statutory certificate. An employee failing to obtain such certificate within reasonable time will have their grading reviewed.

Management will provide opportunities for employees to learn the skills of higher Plant classification levels in accordance with plant manning requirements.

- d) Management will endeavour to arrange work schedules in accordance with plant operation priorities, to allow for rotation of work functions in order to maintain job flexibility and interest for employees.
- e) A register of employees will be kept showing dates of proficiency in individual work functions and dates of accreditation for particular plant classifications.
- f) All employees will be expected to maintain proficiency in all the work functions of Plant classifications consistent with their level.
- g) A plant training committee will be established to monitor training needs and programmes.

10. No duress

This agreement has been developed through a process of consultation with employees and officials of the Federated Brick, Tile and Pottery Union (NSW Branch), and management representatives of the Company. This agreement has been freely entered into by all parties.

11. Dispute Settling Procedure

- i) It is agreed that the parties will confer in good faith with a view to resolving a problem or dispute by direct consultation and negotiation while work continues as normal.
- ii) Disputes arising between the Company and employees who are employed under this Agreement shall be settled in accordance with the procedure set out below:
 - a) Where an employee or delegate has submitted a request concerning any matter directly connected with employment to a Supervisor, or a more senior representative of Management and that request has been refused, the employee may, if he so desires, ask the Union delegate to submit the matter to Management.

The Company shall reply promptly.

- b) If not settled at this stage, the matter shall be formally submitted by a State Official of the Union to the Company.
- c) If not settled at this stage, the matter shall then be discussed between representatives of the Union and the Company who may be represented by such officers, or representative as the Union and the company may desire.
- d) Where the parties fail to resolve the dispute, it is agreed that a dispute notification shall be made to the Industrial Commission of New South Wales, pursuant to Section 25A of the Industrial Arbitration Act, for the express purpose of ensuring that all avenues of conciliation and mediation are fully explored.
- e) Without prejudice to either party, work shall continue in accordance with the award while the matters in dispute are being dealt with in the manner laid down in this clause.

12. **Signatories**

Signed for and
on behalf of
BHP Refractories Ltd

Signed for and
on behalf of
Federated Brick, Tile
& Pottery Union
(NSW Branch)

C. Kay
30/7/92

[Signature] 7/8/92.

In the presence of

In the presence of

[Signature]

[Signature]