

ENTERPRISE AGREEMENT

NO: E.A. 349 /1993

DATE REGISTERED: 19-11-93

PRICE: \$ 10-00

^{use} COPY

ENTERPRISE AGREEMENT made on the 11th day of ^{June}~~May~~ 1993.

BETWEEN:

BHP REFRACTORIES LIMITED (ACN 004 346 972) of corner Gavey and Frith Street, Mayfield in the State of New South Wales (the Company);

AND

FEDERATED BRICK, TILE AND POTTERY INDUSTRIAL UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH of 1/15 Deane Street, Burwood in the State of New South Wales (the Union).

1. TITLE

This enterprise agreement shall be known as the "38 Hour Week Agreement - Thirroul Plant).

2. PREAMBLE

- (a) The Company employs members of the Union under the Refractory Makers and Assistants (State) Award (the Award).
- (b) The Union and the Company have reached an agreement regarding alteration to ordinary working hours at its Thirroul plant.
- (c) It is intended that this agreement be registered as an enterprise agreement under Division 2 of Part 3 of Chapter 2 of the Industrial Relations Act 1991 (NSW).

3. SCOPE

- (a) This enterprise agreement applies to all employees of the Company at its Thirroul Plant employed under the Award.
- (b) This enterprise agreement applies to the trades and occupations set out in Schedule 1.

4. HOURS OF DUTY

The ordinary working hours of employees to whom this agreement applies will be 38 hours per week from 10 May 1993.

5. WAGES

The weekly rates of pay payable pursuant to this agreement as from 10 May 1993 are those specified in Schedule 1 to this agreement.

6. **ROSTERED DAYS OFF**

Employees covered by this agreement will work in accordance with current roster arrangements.

7. **AWARDS**

The provisions of this agreement prevail over the provisions of the Award that deal with the same matters.

8. **GRIEVANCE PROCEDURES**

The grievance procedures contained in the Award shall apply to the employees covered by this agreement.

9. **OTHER MATTERS**

- (a) It is intended that the hourly rate of pay payable pursuant to this agreement will be maintained by existing employees at the Thirroul site when transferred to the Company's Port Kembla site. If it is intended that this rate will only change when employees are reclassified to a higher level.
- (b) It is intended that productivity bargaining negotiations will commence as soon as possible pending the completion of the trialing of the Productivity Related Payment Schemes.

10. **DECLARATION**


The parties to this enterprise agreement declare that this agreement was not entered into under duress by any party to the agreement.

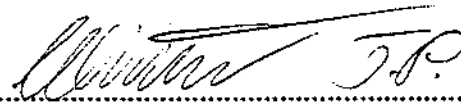
11. TERM

This agreement shall, having regard to section 117 of the Industrial Relations Act 1991, have effect from the date it is registered and shall operate from the beginning of the first pay period commencing on or after 10 May 1993 and shall remain in force for a period of 3 years from that date.

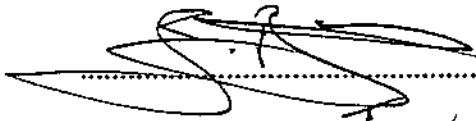
EXECUTED as an enterprise agreement.


SIGNED by)
for and on behalf of BHP)
REFRACTORIES LIMITED in the)
presence of and the sealing is attested)
by:)


Name (printed): GEORGEY KAY


Witness
Name (printed): AFoster

SIGNED by)
for and on behalf of the FEDERATED)
BRICK, TILE & POTTERY)
INDUSTRIAL UNION OF)
AUSTRALIA, NEW SOUTH WALES)
BRANCH in the presence of:)


Name (printed): JOHN RYAN


Witness
Name (printed): Allen Foster

SCHEDULE 1

Refractory Material Makers and Assistants (State) Award

(Members of the Federated Brick, Tile and Pottery Industrial Union
of Australia)

Classification and Occupation	No. of Employees	Award	Overaward	Total
Refractory Employee - Level 1A Services	2	358.50	71.10	429.60
Level 1 - Level 1B Maintenance	1	358.50	84.70	443.20
Refractory Employee - Level 2 Inventory	2	369.70	45.30	415.00
Level 2 - Level 2A Despatch	7	369.70	72.80	442.50
- Level 2B Casting	13	369.70	90.00	459.70
- Level 2D Specialties	12	369.70	45.30	415.00
Refractory Employee - Level 3 QC Assistant	3	381.90	84.00	465.90
Level 3				

MEMO: Thirroul Wages Employees

FROM: Geoff Kay - HR Services Supt.

DATE: 3 May 1993

SUBJECT: (1) Clarification of clause 9 part(a) 38 hour week agreement
(2) Clarification of Future of Specialty Plant Bonus Scheme

(1) Thirroul Employees, at the time of the Thirroul Works relocation to the Port Kembla Works site will maintain their existing hourly rate on transfer.

If after re-location such employee/s are temporarily seconded to carry out work in an area other than the "relocated Thirroul site", the existing (Thirroul site) rate will be maintained.

If there is a need to transfer such employee/s from the "relocated Thirroul site" to other work sites for reasons such as permanent reduction in "Thirroul site" production levels or plant closure etc, the rate applicable to the site to which they are transferred will apply. The proviso being, that where a transfer has occurred and an opportunity exists during the period of the agreement for the employee/s to return to the "relocated Thirroul site" the Thirroul rate will be recouped.

This arrangement will be in place for the duration of the agreement period.

(2) It is the Company's intention to continue the Specialty Plant Bonus Scheme when that plant relocates to Port Kembla.

G. Kay
G. Kay
Human Resources Services Superintendent