

ENTERPRISE AGREEMENT

NO: E.A. 85 /1994

DATE REGISTERED: 23-3-94.

PRICE: \$ 14-00

ENTERPRISE AGREEMENT made on the 22nd day of October 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 & POTTERY INDUSTRIAL UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH of 1/15 Deane Street, Burwood in the State of New South Wales (BTPU).

1. TITLE

This enterprise agreement shall be known as the "Thirroul Plant Productivity Agreement".

2. PREAMBLE

- (a) The company employs members of the BTPU under the Refractory Material Makers and Assistants (State) Award (the award) and the "38 Hour Week Agreement - Thirroul Plant".
- (b) The objective of this agreement is to put in place arrangements which will improve flexibility and productivity at the 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. PARTIES

- (a) The parties to this agreement are the company and the BTPU.
- (b) The enterprise for which this agreement is made is the company's Thirroul plant.
- (c) The trades and occupations to which this agreement relates are set out in Schedule 1.

4. PRODUCTIVITY PAYMENT

- (a) The weekly productivity payment payable pursuant to this agreement as from 22 October 1993 until 21 October 1994 is specified in column 1 of Schedule 1 to this agreement.
- (b) The weekly productivity payment payable pursuant to this agreement as from 22 October 1994 is specified in column 2 of Schedule 1 to this agreement.

- (c) The weekly productivity payments referred to in paragraphs (a) and (b) of this clause are in addition to the weekly rates of pay payable to employees under the "38 Hour Week Agreement - Thirroul Plant".
- (d) It is intended that after 18 months from the date of this agreement the parties will enter into discussions about wage increases, but any wage increase will not operate until after 1 June 1995.
- (e) Subject to paragraph (c) of this clause, employees agree not to pursue further claims during the term of this agreement.

5. ALLOWANCES

- (a) The allowances payable pursuant to this agreement as from 22 October 1993 are those specified in column 1 of Schedule 2 to this agreement.
- (b) The allowances payable pursuant to this agreement as from 22 October 1994 are those specified in column 2 of Schedule 2 to this agreement.
- (c) It is intended that after 18 months from commencement of this agreement the parties will enter into discussions about increases to allowances, but any increase in allowances will not operate until after 1 June 1995.
- (d) Subject to paragraph (c) of this clause, employees agree not to pursue further claims during the term of the agreement.
- (e) The allowances payable pursuant to this agreement absorb any increases in award allowances which may be awarded by the Industrial Relations Commission of New South Wales during the term of this agreement.

6. ARRANGEMENTS

(a) Electronic Funds Transfer

The parties agree that all wages will be paid directly into an employee's nominated accounts from week commencing 1 November 1993.

(b) Maintenance Contractors

The parties agree that where it is necessary to utilise contractors to do capital work or to do work which the company does not have the equipment, manpower skills or facilities to complete the work, the company will do so on the basis of advising employees beforehand.

The parties also agree that hourly "labour hire" can be utilised to meet temporary peak loads in maintenance, if members of appropriate unions.

The company agrees that there will be no retrenchment of EPU employees whilst electrical contractors are employed at Thirroul plant, or retrenchment of AMEU employees whilst mechanical fitting contractors are employed at Thirroul plant unless agreed between the parties.

(c) **Production Illawarra Co-op Operatives**

The parties agree that Illawarra Co-op Operatives can be utilised at Thirroul plant under the following conditions:

- (i) Conditions of employment will not be less than provided for under the Part Time provisions of the Refractory Material Makers & Assistants (State) Award.
- (ii) The company will consult with the BTPU union delegate prior to bringing contractors onto Thirroul plant.
- (iii) The company agrees that there will be no retrenchment of BTPU employees whilst Illawarra Co-op Operatives are employed on Thirroul plant unless agreed between the parties.

(d) **Past Productivity**

The company acknowledges employees' ongoing commitment to Thirroul plant.

(e) **Total Quality Management**

Employees agree to participate and be involved with TQM programmes.

(f) **External Contracts**

The parties agree to set up a working party to review the current cost of external contracts, and whether such arrangements are cost effective and practical compared to utilising company employees.

(g) **Utilisation of Skills**

The parties agree that the relaxation of demarcations on utilising skills will improve efficiency through flexible work arrangements. The parties also agree that relaxation of demarcations will increase an employee's range of skills through upskilling and cross skilling. The parties agree that the following job sharing arrangements will apply:

- Change screen socks.
- Undertake temporary repairs to transfer pipes using Linatex Tape.

4.

- Electrical - where practical, modify equipment by installing plugs and outlets on motors. When an electrician is not available these motors may be unplugged by the person working on the job.
 - EPU employees will assist in training so that the disconnection of these motors is carried out correctly.
 - BTPU or AMEU may replace household type fluorescent tubes or light globes, which are unbroken, when no electrician is available.
 - AMEU may remove or replace plugs to or from solenoids (24V).
- Maintenance employees to drive forklifts on duties peripheral to their own work functions, including moving equipment from storage area to maintenance shop and return, but excluding receipt and despatch of equipment on or off the plant.
- Undertake greasing in the Casting Plant.
- Disconnect vibrators in SLD plant after modifications.
- Electrical/mechanical remove and replace electrical motors (excluding connection and disconnection of electrical wires).

These job sharing arrangements will be implemented in conjunction with the consultative committee.

- (h) Every endeavour will be made to find employment for surplus employees within the South Coast Group of companies.
- (i) The parties agree to establish a Plant Consultative Committee.
- (j) If surplus employees result from the closure of Thirroul plant, Voluntary Early Redundancy will be offered across BHP Refractories Ltd South Coast plants.

7. GRIEVANCE PROCEDURES

This agreement adopts the grievance procedures contained in the award.

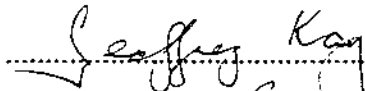
8. DECLARATION

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

9. 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 on or after 22 October 1993 and shall remain in force for a period of 2 years from 22 October 1993.


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


Name (printed): GEORGEY KAY

A Roberts
.....
Witness

Name (printed): Amanda Roberts

SIGNED 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

K Benatchis JP
.....
Witness

Name (printed): K BENATCHIS JP

SCHEDULE 1

<i>Classification</i>	<i>Rates of Pay Weekly</i>	<i>Productivity Payment (Weekly)</i>	
		<i>Column 1</i>	<i>Column 2</i>
Refractory Employee Basic Entry	411.50	20.60	12.90
Refractory Employee Level 1			
Level 1A Service	429.60	21.50	13.50
Level 1B Maintenance Services	443.20	22.10	14.00
Level 1C Specialties	402.30	20.10	12.70
Refractory Employee Level 2			
Level 2 - Inventory	415.00	20.70	13.10
Level 2A - Despatch	442.50	22.20	13.90
Level 2B - Casting	459.70	23.00	14.50
Level 2C - Raw Materials	463.00	23.20	14.60
Level 2D - Specialties	415.00	20.70	13.10
Refractory Employee Level 3			
Level 3 - QC Assistant	465.90	23.30	14.60

SCHEDULE 2

Allowances	Amount (\$)	
	Column 1	Column 2
Leading Hand	28.00	28.80
Acting Staff	55.70	57.40
Meal Money 1	6.30	6.50
Meal Money 2	5.30	5.50
First Aid	0.2266/hr	0.2334/hr
Rotating Shift	6.18/Shift	6.37/Shift

17/10/93
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