

ENTERPRISE AGREEMENT

NO: E.A. 86 /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 (the BTPU).

1. TITLE

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

2. PREAMBLE

- (a) The Company employs members of the BTPU under the Refractory Material Makers and Assistants (State) Award (the award), the Slide Gate Plant Enterprise Agreement 1992, and the BHP Refractories Ltd - Port Kembla Performance Related Payment Scheme Award.
- (b) The aim of this agreement is to put in place arrangements which will secure the achievement of an internationally competitive performance and acceptable profitability, thereby securing the future of the Slide Gate 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 Slide Gate plant.
- (c) The trades and occupations to which this agreement relates are set out in Schedule 1.

4. WAGES

- (a) The weekly rates of pay payable pursuant to this agreement as from *22nd* October 1993 are those specified in column 1 of Schedule 1 to this agreement.

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- (b) The weekly rates of pay payable pursuant to this agreement as from ^{22nd} October 1994 are those specified in column 2 of Schedule 1 to this agreement.
- (c) It is intended that after 18 months from the date of this agreement the parties will enter into discussions about wages increases, but any wage increase, 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 this agreement.

5. **ALLOWANCES**

- (a) The allowances payable pursuant to this agreement as from ^{22nd} October 1993 are those specified in column 1 of Schedule 2 into this agreement.
- (b) The allowances payable pursuant to this agreement as from ^{22nd} 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 allowance 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**

It is agreed that all wages will be paid via EFT.

(b) **Maintenance Contractors**

The current procedure will remain.

(c) **BTPU Contractors**

The following guidelines must be adhered to:

- * Contractors shall not be used until Consultative Committee and training committee operating properly.

- The minimum period shall be 1 week requirement for a contractor.
- The Leading Hand of the area shall make a recommendation, on the need for a contractor and discuss with the Consultative Committee (a consensus agreement must be reached). The reasons for the use of contractors:
 - extended sick leave
 - annual leave coverage
 - training requirements
 - peak loads (must be demonstrated not to be ongoing)
 - needs arising due to promotions or personnel leaving.
- Company agrees not to use contractors at the higher skills level.
- Company agrees not to use contracting to replace full-time employment and normal overtime.
- Company agrees to no retrenchments whilst contractors are being employed on the SGP site.
- Company agrees to use the Illawarra Labour Co-op.
- Consultative Committee to review the procedure to ensure the guidelines are being adhered with.
- Review overtime for contractors with work groups for each job.
- Consultative Committee to look at issues such as selection, training and other requirements.
- The BTPU to maintain the right to invoke the award dispute settling procedures.

(d) **Utilisation of Skill**

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 the employee's range of skills through up-skilling and cross-skilling. The parties agree that the following job sharing arrangements will apply:

- Change die boxes.
- Adjusting and changing of mixer scrapers.

- Changing mould cars.
 - Repairs to the SGP metal greenbody dryer pallets (non structural).
 - Electrical/Mechanical removal of electrical motors (excluding connection and disconnection of electrical wires).
 - Specialised training on machines to be given when required by trades personnel.
 - 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.
 - AMEU may remove or replace plugs to or from solenoids (24V).
 - Other training to be undertaken however the skills will not be used until the classification structures have been resolved, e.g. PLC/Hydraulics/Bricklaying.
 - The maintenance crew will set up machines to evaluate whether their repairs have been satisfactory, e.g. Change grinding wheels and jigs then produce sample.
- (e) TBI/TQM/SGA - Employees re-affirm their ongoing commitment to these programmes.
- (f) The parties agree to establish a Plant Consultative Committee.

7. GRIEVANCE PROCEDURES

This agreement adopts the grievance procedures contained in the award.

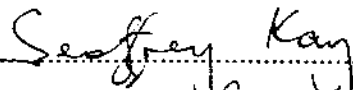
8. DECLARATION


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 22nd October 1993 and shall remain in force for a period of 2 years from 22nd October 1993.

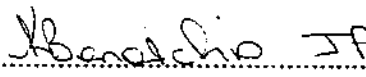
SIGNED for and on behalf of)
BHP REFRACTORIES LIMITED in the)
presence of and the sealing is attested)
by:)


.....
Name (printed): GEOFFREY KAY


.....
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): TOM RYAN


.....
Witness
Name (printed): K. BONORCHIS JP

SCHEDULE 1

Classifications	Weekly Rates of Pay (\$)	
	Column 1	Column 2
Basic Entry	399.40	411.40
Level 1	416.20	428.70
Level 2a	433.00	446.00
Level 2b	449.90	463.40
Level 2c	467.10	481.20
Level 2d	484.10	498.60
Level 3	493.50	508.30

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SCHEDULE 2

Allowances	Amount (\$)	
	Column 1	Column 2
Leading Hand	28.00	28.80
Meal Money 1	6.30	6.50
Meal Money 2	5.30	5.50
First Aid	0.2266/hr	0.2334/hr
Rotating Shift	5.86/hr	6.03/shift
Permanent A/Shift	8.62/Shift	8.87/Shift
Permanent N/Shift	17.24/shift	17.76/shift

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