

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/42

**TITLE:** Morganite Insulating Products Enterprise Bargaining Site Agreement 1999

**I.R.C. NO:** 99/6764

**DATE APPROVED/COMMENCEMENT:** Approved 22 December 1999 and commenced 1 January 1999

**TERM:** 30 September 2000

**NEW AGREEMENT OR  
VARIATION:** New/Replaces EA97/209

**GAZETTAL REFERENCE:** 10 March 2000

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to all employees of the Company at its premises at Alexandria, NSW, who are employed under the Refractory Material Makers and Assistants (State) Award

**PARTIES:** Federated Brick, Tile & Pottery Indust -&- Morganite Insulating Products Pty Limited

**MORGANITE INSULATING PRODUCTS  
PTY LTD  
ENTERPRISE BARGAINING SITE  
AGREEMENT - 1999**

The Morganite Insulating Products Enterprise Agreement is made pursuant to Part 2 of Chapter 2 of the *Industrial Relations Act 1996* (NSW)



## 1. TITLE

This enterprise agreement shall be known as the *Morganite Insulating Products Enterprise Bargaining Site Agreement 1999* ("the Agreement").

## 2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Preamble
4.	Scope and Relationship to Parent Award
5.	Nominal Term
6.	Parties
7.	Definitions
8.	Productivity
9.	Hours of Work
10.	Classification
11.	Multiskilling and Training
12.	Wages
13.	Allowances
14.	Overtime
15.	Sick Leave
16.	Annual Leave
17.	Staff Levels
18.	Dispute Resolution
19.	Declaration
20.	No Extra Claims

### PART B – MONETARY RATES

## 3. PREAMBLE

3.1 The Company employs members of the Union under the Refectory Material Makers and Assistants (State) Award.

3.2 The Union and the Company reached agreements in 1993, 1995, 1996 and 1997

regarding alterations to work arrangements at the Company's operations. This Agreement represents an extension of those arrangements that were agreed and contained in previous agreements.

- 3.3 The objective of this agreement is to provide an enterprise specific classification structure.
- 3.4 This agreement has been achieved through the efforts of a negotiating committee and the factory workforce.

**4. SCOPE AND RELATIONSHIP TO PARENT AWARD**

- 4.1 This enterprise agreement applies to all employees of the Company at its premises at Alexandria, NSW, who are employed under the Refractory Material Makers and Assistants (State) Award (the 'Award').
- 4.2 To the extent of any inconsistency between the Award and the Agreement, the Agreement will prevail.
- 4.3 This agreement replaces and rescinds the Morganite Insulating Products Enterprise Bargaining Site Agreement 1997.

**5. NOMINAL TERM**

- 5.1 This agreement will operate from 1 January, 1999 until 30 September, 2000.

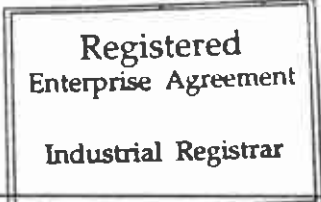
**6. PARTIES**

- 6.1 The parties to this agreement are:

MORGANITE INSULATING PRODUCTS PTY LTD (ACN 001 305 666) of 65 Bourke Road, Alexandria, in the State of New South Wales ('the Company');

AND

FEDERATED BRICK, TILE AND POTTERY INDUSTRIAL UNION OF AUSTRALIA, New South Wales Branch, of Level 2, 361 Kent Street, Sydney, in the State of New South Wales (the 'Union')



## 7. DEFINITIONS

- 7.1 **Shift Worker** means an employee who works in accordance with Sub-clause 9 of this agreement.
- 7.2 **Works Committee** means a committee comprising of a management representative, a production supervisor and three employee representatives.

## 8. PRODUCTIVITY

- 8.1 Due to changes to the Company's method of operations the Productivity bonus scheme introduced in previous agreements is not applicable during the term of this agreement.
- 8.2 The Company agrees to meet regularly with the Works Committee to discuss measures for further productivity improvements and cost savings in relation to the Company's new methods of operation.

## 9. HOURS OF WORK

- 9.1 Employees currently employed as 1st January, 1999 will be classified as shift workers and will work as directed by the company between Fibreline & Converted Products Operations.
- 9.2 The ordinary hours of work per week shall be a minimum of forty hours per week. For the purposes of this agreement ordinary hours of work shall include thirty eight normal hours and two hours overtime. Payment for this overtime is included in the applicable rate of pay as set out in Part B – Monetary Rates of this agreement
- 9.3 The Fibreline operates three eight hour shifts per day, seven days per week and due to the continuous nature of the process employees do not have an entitlement to a crib break except in the following conditions:
- 9.3.1 furnace start up and shutdown where employees have the opportunity to take a crib break;
- 9.3.2 where there are three employees and at least two of these employees are operators, engaged on a shift, there is the opportunity for employees to take a crib break.

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9.4 The Converted Products operates two eight hour shifts (Day & Afternoon), five days a week, each shift includes a thirty minutes paid crib break.

## 10. CLASSIFICATION

10.1 The Company agrees to implement the following Classification system from 1 July, 1999.

### Basic Entry

An employee shall enter this level on commencement of employment and shall proceed to Level 1 on completion of six month employment with the Company.

### Level 1 – Fibreline Assistant and or General Hand

Capable of under taking manual tasks and simple operations involving equipment including:

- (i) hand cutting material to specified shapes and dimensions;
- (ii) decanting of various materials from large to small containers;
- (iii) hand mixing of hardener;
- (iv) packaging fibreline products at the end of the fibreline including movement to the holding area.

As part of undertaking these duties a level 1 employee will undertake basic quality control procedures to ensure quality of own work.

### Level 2 – Vacuum Forming Operator or Converted Products Operator

#### (a) Vacuum Forming Operator

Capable of operating equipment associated with Vacuum Forming process on a regular basis and capable of the following tasks:

- (i) mixing;
- (ii) forming;
- (iii) drying which includes loading and unloading of ovens;
- (iv) sanding; and
- (v) inspection and packaging.

As part of these duties the employee is required to undertake:



- (i) quality control and quality assurance procedures; and
- (ii) record productions and quality data.

(b) Converted Products Operator

Capable of operation equipment to perform tasks which are classified as conversion processes, such equipment includes:

- (i) bandsaw;
- (ii) die cutting;
- (iii) module making machine;
- (iv) braiding machine;
- (v) jig saw;
- (vi) fume hood for gluing;
- (vii) ball mill for cement manufacture; and
- (viii) hammer mill for chopping fibre

In addition an employee is required to be competent in the following processes:

- (i) rigidising;
- (ii) wet/moist felt manufacture; and
- (iii) mesh enclosing fibre.

As part of these duties the employee is required to undertake:

- (i) quality control and quality assurance procedures; and
- (ii) record productions and quality data.

**Level 3 - Fibreline Operator or Vacuum Forming and Converted Products or Warehouse Operator**

(a) Fibreline Operator

Capable of operating fibreline process on a regular rotating basis. As part of these activities an employee at this level must be capable of performing the following procedures:

- (i) mixing;
- (ii) furnace construction;



- (iii) furnace operation;
- (iv) fibre and blanket making;
- (v) troubleshooting; and
- (vi) production process control

As part of these activities, a fibreline operator will

- (i) undertake quality control and assurance procedures;
- (ii) undertake concepts of team work and participate in process improvement; and
- (iii) record production and quality data.

(b) Vacuum Forming and Converted Products

An employee must be capable of performing the requirements of Vacuum Forming (as described in Level 2 part (a) of this clause), and Converted Products (as described in Level 2 part (b) of this clause).

(c) Warehouse Operator

An employee must be capable of undertaking manual tasks and simple operations involving equipment. As part of undertaking these activities, a warehouse operator will undertake:

- (i) inventory and store control procedures and maintain simple records;
- (ii) good receiving procedures;
- (iii) good despatch procedures which includes make up of order which includes wrapping and shrink wrapping;
- (iv) organisation of transport for receipt and despatch of goods which includes containers;
- (v) organisation of maintenance of forklifts;
- (vi) organisation of waste disposal for the site.

**Level 4 - Fibreline Operator plus either Vacuum Forming Operator or Converted Products Operator**

An employee at this level is required to be a competent in all Fibreline Operations (as described in Level 3, part (a) above), and either Vacuum Forming (as described in Level 2, part (a) above), or Converted Products Operations (as described in Level 2, part (b) above).

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### **Level 5 - Fibreline Operator plus both Vacuum Forming Operator and Converted Products Operator**

An employee at this level is required to be competent in all Fibreline Operations (as described in Level 3, part (a) above), and both Vacuum Forming (as described in Level , part (a) above), and Converted Products Operations (as described in Level 2, part (b) above).

Note: Level 5 would not be introduced until 1st January, 2000.

- 10.2 For the purpose of this agreement all employees currently employed as 1st January, 1999 would be classified at an interim level slightly below Level 3.
- 10.3 Classification levels include payment to compensate for shift allowances as well as allowance to convert to forty hour working week.

### **11. MULTISKILLING AND TRAINING**

- 11.1 Multi skilling - all employees are required to undergo training in all types of operations and are expected to demonstrate a willingness to both being trained as well as assist with training as directed.
- 11.2 Employees are expected to help with warehouse operations when required.

### **12. WAGES**

- 12.1 For the purposes of this clause, 'Normal Time Earnings' means the total of the following payments:
- 12.1.1 The weekly rate of pay for the relevant classification is provided PART B - Monetary Rates of this agreement;
- 12.1.2 The Industry allowance provided in the previous agreement has been incorporated into the rates of pay in PART B - Monetary Rates of this agreement;
- 12.1.3 Shift allowance – as detailed in subclause 10.3.

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12.2 For the purposes of this clause an employee will receive the applicable Normal Time Earnings of Part B – Monetary Rates of this agreement on the following basis:

12.2.1 Column 1 if employed from 1 January, 1999;

12.2.2 Column 2 if employed from 1 July, 1999;

12.2.3 Column 3 if employed from 1 January, 2000.

12.3 During the term of this agreement, variations to rates of pay or allowances pursuant to any State Wage Case decisions will be absorbed.

### 13. ALLOWANCES

13.1 Allowances paid in addition to the applicable weekly rate prescribed in Table 1 of Part B – Monetary Rates of this agreement.

13.1.1 The Service Payment as set out in Item 5 of Table 2 of PART B - Monetary Rates. The service payment is made in recognition of service within the organisation.

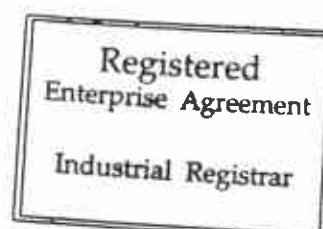
13.1.2 Shift Leader for Senior Operator of two men crew, (fibrelines operations) will receive an allowance as set out at Item 1 of Table 2 of Part B – Monetary Rates of this agreement.

13.1.3 Foreperson - Supervision of Leading Hands and Warehouse Operations will receive an allowance as set out at Item 3 of Table 2 of Part B – Monetary Rates of this agreement.

13.1.4 First aid - an employee, trained to render first aid will receive an allowance as set out at Item 4 of Table 2 of Part B – Monetary Rates of this agreement.

13.1.5 Fibrelines Leading Hand - supervision of fibrelines operation and its eight employees as set out at Item 2 of Table 2 of Table 2 of Part B – Monetary Rates of this agreement.

13.1.6 Converted Products Leading Hand - supervision of operations and its eight employees as set out at Item 2 of Table 2 of Table 2 of Part B – Monetary Rates of this agreement.



## 14. OVERTIME

### 14.1 Overtime - General

14.1.1 The Company requires a more flexible approach to overtime which involves:

14.1.1.1 agreement between employees to share overtime on an equitable basis; or

14.1.1.2 in absence of employee agreement in accordance with 14.1.1.1, the Company shall use its discretion in allocating overtime.

14.1.2 For the purposes of subclause 8(iv) of the Award, employees shall have eight consecutive hours of duty between work on successive days when overtime is worked. For all purposes of subclause 8(iv) of the Award eight hours shall be substituted for ten hours.

14.1.3 Provided adequate notice is given, employees who work the shift before their normal shift, in addition to their normal shift, shall be paid overtime for only one shift and not both as has been the previous practice. Adequate notice is taken as meaning at least 24 hours' notice.

### 14.2 Overtime - Fibreline

14.2.1 Second Assistant - if the number of rolls is less than sixty after four hours the second assistant shall be relieved from duty for the day, however, if the rolls number more than sixty after four hours, the second assistant shall remain for the rest of the shift.

14.2.2 Due to the nature of the operation employees could not take a break and where subsequently paid eight ordinary hours plus 0.75 hours' overtime. Recent changes have been introduced where employees take it in turns for breaks during the shift, so the need to pay each assistant the 0.75 hours' overtime is not always valid. In addition, on shifts where there are three employees with at least two operators, employees will be able to take a crib break and eliminate the need to pay 0.75 hours' overtime.

14.2.3 On shifts where there are three employee, tasks such as Housekeeping, Mixing, Belt Cleaning and Bulk A (Tority) should be done during some of the breaks, that is, as part of the normal shift were possible.

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14.2.4 Employees should share overtime by alternating double shifts and where possible the working of more than one double shift on successive days should be avoided. If employees do not work in accordance with this subclause, the arrangement of work will be at the discretion of management.

**15. SICK LEAVE**

- 15.1 Employees shall be entitled to sick leave in accordance with the Award.
- 15.2 Sick Leave entitlements in excess of ten days will be paid out at the end of each calendar year.

**16. ANNUAL LEAVE**

- 16.1 An employee shall be entitled to five weeks annual leave.
- 16.2 Annual leave shall be granted in accordance with the *Annual Holidays Act 1944*.
- 16.3 Annual leave loading shall be granted in accordance with the Award.

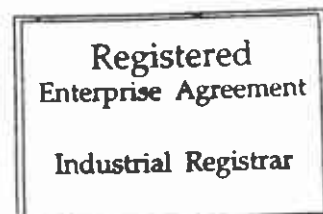
**17. STAFF LEVELS**

- 17.1 The Company reserves the right to increase manning levels if:
  - 17.1.1 if the operational needs of the business require employing extra employees; or
  - 17.1.2 if the company feels employees are working so much overtime that it may increase the risks to safety and also lead to the possibility of increased absenteeism.

**18. DISPUTE RESOLUTION PROCEDURE**

- 18.1 The parties to this enterprise agreement will observe the industrial disputes and grievance procedure in Clause 29 of the Award.

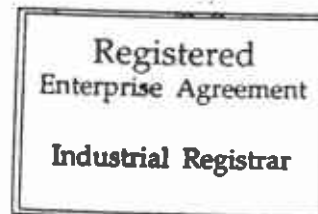
**19. DECLARATION**



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

**20. NO EXTRA CLAIMS**

20.1 The Union will not make or pursue any extra wage or other claims against the Company until the expiration to this agreement.



For and on behalf of:

MORGANITE INSULATING PRODUCTS PTY LTD.



Phillip Cawte  
**OPERATIONS MANAGER**

**DELEGATE**

For and on behalf of:

FEDERATED BRICK, TILE AND POTTERY INDUSTRIAL UNION OF AUSTRALIA, New South Wales Branch, of Level 2, 361 Kent Street, in the State of New South Wales.



John Ryan  
**ASSITANT SECRETARY**

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## PART B – MONETARY RATES

TABLE 1

Classification	Column 1 Weekly Rate 1 January, 1999	Column 2 Weekly Rate 1 July, 1999	Column 3 Weekly Rate 1 January, 2000
<b>Classification Levels as at 1 January, 1999</b>			
Basic Entry	525.00	525.00	525.00
Level 1	550.00	550.00	550.00
Level 2	575.00	575.00	575.00
<b>Classification Levels as at 1 July, 1999</b>			
Level 3		610.00	610.00
Level 4		635.00	635.00
<b>Classification Levels as at 1 January, 2000</b>			
Level 5			660.00

TABLE 2 – ALLOWANCES

Item No.	Clause No.	Brief Description	Amount Per week
1		Shift Leader (fibrelines)	\$20.00
2		Leading Hand	\$30.00
3		Foreperson	\$145.00
4		First Aid	\$10.00
5		Service Payments	
		5 years	\$12.50
		10 years	\$25.00
		15 years	\$37.50
		20 years	\$50.00

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