REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/50

TITLE: Unanderra Plant Productivity Agreement

I.R.C. NO: 97/6854

DATE APPROVED/COMMENCEMENT: 19 December 1997

TERM: Expires 2 May 1999

NEW AGREEMENT OR

VARIATION: New. Replaces EA 365/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Refractory employees classified as Basic Entry, Level 1, 2a, 2b, 2c, 2d, 2e

and 3 at the Unanderra Plant

PARTIES: BHP Refractories Pty Limited -&- The Federated Brick, Tile and Pottery Industrial

Union of Australia, New South Wales Branch



Industrial Registrar

BETWEEN:

BHP REFRACTORIES PTY. LIMITED (ACN 004 346 972) of corner Gavey and Frith streets, Mayfield, in the State of New South Wales .(the company). Registered Enterprise Agreement

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 agreement shall be known as the "Unanderra Plant Productivity Agreement"

2. PREAMBLE

- (a) The Company employs members of the BTPU under the Refractory Material Makers & Assistants(State) Award (the" Award")
- (b) This agreement is intended to be interpreted wholly in conjunction with and is complementary to the Refractory Material Makers & Assistants (State) Award.

Provided that:

Where the agreement is silent on rates of pay, conditions of employment, allowances and other matters pertaining to the employment relationship, the award shall apply.

Where there is conflict between the rates of pay, conditions of employment, allowances and other matters in this agreement and the award, the agreement shall apply.

- (c) 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 Unanderra Plant.
- (d) It is intended that this agreement be approved as an enterprise agreement under Part 2 of Chapter 2 of the Industrial Relations Act 1996 (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 Unanderra Plant..
- (c) The classifications to which this agreement relates are set out in Schedule 1.

4. WAGES

- (a) The current weekly rates of pay set out in column 1 of schedule 1 will be increased as follows:
- (i) A 3% Increase effective from the first pay period commencing on or after 29th April 1997.
- (ii) A 2% increase effective from the pay period commencing 3rd. November 1997.
- (iii) A 3% increase effective from the pay period commencing 4th. May 1998.
- (iv) A 2% increase effective from the pay period commmencing 2nd. November 1998.

The actual rates of pay to apply are set out in schedule 1.

- (b) It is intended that 3 months prior to the expiry of the nominal term of this agreement the parties will enter into discussions about wage increases.
- (c) Subject to paragraph (b) of this clause, employees agree not to pursue further wage claims during the term of the agreement.
- (d) The wages payable pursuant to this agreement absorb any increases in wages which may be awarded by the Industrial Relations Commissin of NSW during the term of the agreement.

5. ALLOWANCES

(a) Overtime Meal Allowances

The first meal allowance of \$6.50 and the subsequent meal allowance of \$5.50 will be increased to \$6.90 and \$5.80 respectively effective from first pay period commencing on or after 29th. April 1997. Meal allowances will be increased from pay period commencing 4th May 1998 to reflect subsequent CPI changes.



(b) Shift Allowances

Current shift allowances set out in column 1 of schedule 2 will be increased as follows:

- (i) A 9% increase effective from the first pay period commencing on or after 29th. April 1997
- (ii) A 2% increase effective from the pay period commencing on 3rd.November 1997.
- (iii) A 3% increase effective from the pay period commencing on 4th. May 1998.
- (iv) A 2% increase effective from the pay period commencing 2nd. November 1998.

The actual allowances to apply are set out in schedule 2.

(c) Other Allowances

Other allowances will be increased by 4.5% from the first pay period commencing on or after 29th April 1997.

The actual allowances to apply are set out in Schedule 2.

- (d) It is intended that 3 months prior to the expiry of the nominal term of this agreement, the parties will enter into discussions about increases in allowances
- (e) Subject to paragraph (d) of this clause, employees agree not to pursue further claims during the term of the agreement.
- (f) The allowances payable pursuant to this agreement absorb any increases which may be awarded by The industrial Relations Commssion of NSW during the term of the agreement.

6. QUARTERLY LUMP SUM PAYMENT

The Company will continue the Quarterly Lump Sum Payment Scheme with maintenance of 4% to 5% targets for "reasonably achievable" performance (range of payment being from a maximum of 5.5% to a minimum of 0.0% depending on results achieved).

The parties agree that a consultative group will be formed to review measures, targets and working arrangements with a view to improving business performance. It is intended that this review be completed by 31st May 1997.



7. BUSINESS PERFORMANCE IMPROVEMENT

In order to support wage increases provided for in Clause 4 WAGES, and the continuation of the Quarterly Lump Sum Payment Scheme provided for in Clause 6 - QUARTERLY LUMP SUM PAYMENT, the parties agree on the need to improve business performance during the period of the agreement, by minimising costs and improving productivity.

Specific areas identified for review include:

(a) Continuous Operations - Implementing arrangements to achieve continuous operations by optimising available working time and equipment availability.

The intention is to reorganise shift changeovers (including "hot seat" changeovers), crib breaks, morning tea breaks in such a way as to allow the process line(s) to operate continously, and where appropriate, to have flexible roster days so as to provide additional ordinary working time. Also, alternate shift rostering arrangements and maintenance schedules will be reviewed.

(b) Increased Flexibility - Obtaining increased flexibility through use of Part Time Employees.

The intention is to meet peak work load fluctuations and meet specific work requirements or projects..

(c) Removal of Demarcations - Removing demarcations by establishing what is legal, logical, safe, efficient and consistent with the classification structure.

The intention is to improve labour flexibility accross the Unanderra site; rationalise shared functions, and establish "basic maintenance" skills in relation to the implementation of the Unanderra Classification structures.

A Consultative committee consisting of management, production and maintenance representatives will formed for the purpose of implementing agreed outcomes in the areas specified in subclauses (a), (b), and (c) above. Union officials will participate in these discussions as appropriate.

It is the intention of the parties to agree on the outcomes of change within 6 months of the agreement commencement date, and to implement the agreed changes as soon as practicable. Any disputes arising from this process will be dealt with under the award disputes settling procedure.

8. ENTERPRISE ARRANGEMENTS

The following arrangements are agreed:

(a). Electronic Funds Transfer

The parties agree that all wages will be paid via electronic funds transfer.

(b) Utilisation of Skills

The following arrangements will apply in regard to job sharing arrangements, which will be introduced in consultation with delegates, and in conjunction with the required plant improvements.

Grinding Room

Screen changes - two person operation to be carried out with a BTPU and AMWU employee.

Repair Screens - BTPU employee may undertake screen repairs after an AMWU employee has commenced the job and where that employee is called away on higher priority work.

Change Socks - After swap-over modifications to plant, sock changes will be a shared BTPU and AMWU job.

Driving Forklifts

Maintenance employees to drive forklifts moving equipment from storage areas to maintenance shop and return. BTPU employees will also do this work where it is efficent and practical.

Mixer

Adjusting Ploughs - After modifictions, adjusting of ploughs will become a shared BTPU and AMWU job.

Mixer Door Opening - After modifications, opening of mixer door for cleaning, etc., will become a shared BTPU and AMWU job.

Presses

Scrapers and Pusher Boards - After modifications, adjustment of scrapers and pusher boards will become a shared BTPU and AMWU job.

Cleaning Filters on Bucher Press - This job will become a shared BTPU and AMWU job.



Feed Shute Socks - After modifications to sock clamps, changing of socks to become a shared BTPU and AMWU job.

Electrical

Where practical, modify equipment by installing plugs and outlets on motors. When an electrician is not available, these motors maybe unplugged by the person working on the job.

CEPU employees will assist in the training so that the disconnection of these motors is carried out correctly.

BTPU or AMWU may replace household type fluorescent tubes or light globes, which are unbroken, when no electrician is available.

AMWU may remove or replace plugs to or from solenoids (24V)

Despatch

Setting Stoppers and Guides - to become a shared BTPU, CEPU, and AMWU job.



Cleaning

Cleaning up after maintenance will be a shared BTPU, CEPU, and AMWU job.

Where practicable, training associated with the relaxation of demarcations should be certified. Additionally, all training must be consistent with the Company's responsibility to provide safe work practices.

(c) Consultative Committee

The parties agree to from a Unanderra site Consultative Committee

9. GRIEVANCE PROCEDURE

This agreement adopts the grievance procedures contained in the award.

10. DECLARATION

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

11. TERM

This agreement shall have effect from the date of approval, and shall expire on 2nd. May 1999

SIGNED for and on behalf of BHP REFRACTORIES PTY LTD.) in the presence of Name (printed) Witness Name (printed) Name (printed)	Jy KAY
SIGNED for and on behalf of	Registered Enterprise Agreement Industrial Registrar
POTTERY INDUSTRIAL UNION) OF AUSTRALIA, NSW BRANCH) in the presence of Name (printed)	RJAN
Witness. Name (printed) K. WOODBURN	

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Classification	Weekly Rate	s of Pay			
Retractory En	ploye Current	5/05/97	3/11/97	4/05/98	2/11/98
Basic Entry	499.7	514.7	525.0	540.7	551.5
Level 1	508.8				
Level 2a	526.6	542.4		The second secon	1 50 7 7 7 7
Level 2b	545.1	561.5	11010000	20.000.000	1 2001 371
Level 2c	562.3	579.2	590.8		
Level 2d	571.6	588.7	600.5		
Level 2e	580.8	598.2	610.2	628.5	- 11 11 11 11 11
Level 3	596.8	614.7	627.0	645.8	658.7
	SCHEDULE	2			
	Allowances				
Allowance	Current	5/05/97	3/11/97	4/05/98	2/11/98
Leading Hand	31.3	32.2	32.9	33.9	34.5
Special	52.3				
Acting Staff	57.4	59.1	60.3		63.4
Rotating Shift	6.55	7.14	7.28		A. C.
Perm. Afterno	on 9.65	10.52		11.05	
First Aid	0.2334/hr	0.2439/hr	0.2439/hr	0.2439/hr	0.2439/hr

P. C. T. B. W. W. W. W. L. C.