

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/04

TITLE: Morganite Insulating Products Pty Ltd Enterprise Agreement - 2001-2003

I.R.C. NO: 2001/7072

DATE APPROVED/COMMENCEMENT: 1 November 2001

TERM: 5 September 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Morganite Insulating Products Pty Ltd at its site at 65 Bourke Road Alexandria who would otherwise be covered by the Refractory Industry (State) Award.

PARTIES: Morganite Insulating Products Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch

**MORGANITE INSULATING PRODUCTS PTY LTD ENTERPRISE
AGREEMENT - 2001-2003**

BETWEEN

MORGANITE INSULATING PRODUCTS PTY LTD

AND

**THE FEDERATED BRICK TILE AND POTTERY UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH**

**Registered
Enterprise Agreement
Industrial Registrar**

ARRANGEMENT

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1. SCOPE AND RELATIONSHIP TO PARENT AWARD

The Agreement applies to all employees of Morganite Insulating Products Pty Ltd at its site at 65 Bourke Road Alexandria who would otherwise be covered by the Parent Award.

The Agreement rescinds and replaces all previous arrangements and agreements and shall be read only in conjunction with the Parent Award.

Where there is any inconsistency between the Agreement and the Parent Award, the Agreement shall prevail.

2. DURATION

This Agreement shall come into force from the first pay period to commence on or after the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force until 5 September 2003.



3. DEFINITIONS

Parent Award - shall mean the Refractory Industry (State) Award

Agreement - shall mean the Morganite Insulating Products Enterprise Agreement - 2001-2003

Company - shall mean Morganite Insulating Products Pty Ltd

4. CONTRACT OF EMPLOYMENT

4.1 Employment shall be either weekly or casual.

4.2 Weekly Employment

4.2.1 Weekly employees may be engaged upon day work, shift work or 7-day shift work. Converting, Fabricating, Vacuum Forming and Warehousing operations will be carried out over five days per week, Monday to Friday, on either day work or shift work or both. Fibreline, when operating, will be carried out over 7 days per week on a 3 shift basis.

Fibreline employees will convert to the 5 days per week operations when the fibreline is not operating. 48 hours notice will be required to changeover from the seven day roster to the five day roster and vice versa. To avoid any confusion, notice shall be deemed to have started when the Production Supervisor is advised by a management representative of the changeover. By mutual agreement between the individual employee, or the fibreline employees as a whole, the notice may be shortened or waived.

4.2.2 Employment during the first six months shall be probationary, with either party able to terminate on one day's notice. Thereafter employment will be weekly.

4.3 Casual Employment

A casual employee shall be engaged and paid as such. A casual employee shall receive 1/40th of the wage for Basic Entry Level plus a loading of 20%. Such loading shall be paid for all purposes and is in compensation for, amongst other things, all forms of leave including annual leave, non-payment of holidays not worked, redundancy and the casual nature of the work.

4.4 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.

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- 4.5 The Company may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained.
- 4.6 Any direction issued by the Company pursuant to subclauses 4.4 and 4.5 shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

5. HOURS OF WORK

- 5.1 The ordinary working hours of work shall be 40 per week.
- 5.2 Employees other than Fibreline workers
 - 5.2.1 Employees, other than fibreline workers, will work on either day work or shift work or both on a rotating basis, Monday to Friday, as directed by the Company.
 - 5.2.2 Each shift shall consist of 8 ordinary hours with a ½ hour paid crib break.
- 5.3 Fibreline workers
 - 5.3.1 When in operation, the hours of work for fibreline workers shall consist of 3 shifts per day, Monday to Sunday.
 - 5.3.2 Each shift shall consist of 8 ordinary hours. There is no entitlement to a crib break except where there is an opportunity to take a crib break during the furnace start-up or shutdown or if there are 3 operators on a shift.
 - 5.3.3 When the fibreline is not operating, fibreline workers' hours of work shall be in accordance with clause 5.2.
- 5.4 It is agreed that all changing and washing etc., will occur before commencing times and after ceasing times and that it shall not be counted as time worked.

6. WAGES AND ALLOWANCES

6.1 Weekly rates

The weekly rates of pay for employees shall be as set out in the following table. (See clause 7 for classification definitions).

	Eff. 1 st pay period on or after 5 September 2001	Eff. 1 st pay period on or after 5 September 2002
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Classification	Weekly Rate	Weekly Rate
	\$	\$
Basic Entry	532.29	547.35
Level 1	558.79	574.60
Level 2	585.29	601.85
Level 3	622.39	640.00
Level 4	648.89	667.25
Level 5	675.39	694.50
Supervisor	820.39	843.61

6.2 Allowances

6.2.1 Industry Allowance - The wage rates in clause 6.1 include the industry allowance as prescribed by the Parent Award. This allowance compensates for all disabilities associated with the manufacture of refractory materials and maintenance of manufacturing plant machinery, and includes:

- (a) All cleaning work, including cleaning in pits.
- (b) Dusty or dirty work.
- (c) Hot work.
- (d) Wet conditions due to inclement weather.

6.2.2 In addition to the weekly rates in 6.1 above, all employees shall receive an allowance per week as set out in the following table. This allowance shall be a flat amount per week and shall not be included in hourly rates.

Classification	Allowance per week
	\$
Basic Entry	10.04
Level 1	10.54
Level 2	11.04
Level 3	11.74
Level 4	12.24
Level 5	12.74
Supervisor	15.48

6.2.3 Shift Allowance - Employees performing shift work on a permanent, rotating or 7-day basis shall receive a shift allowance of \$22.84 per week. This allowance shall be included in the hourly rate and payable on holidays and loading.

6.2.4 First Aid Allowance - Employees appointed by the Company as first aid attendants and who have a current first aid certificate shall receive a first aid allowance of \$10.00 per week. For employees engaged at the making of this Agreement the first aid allowance shall be paid for all purposes. For employees engaged after the making of this Agreement, the allowance shall be a flat amount per week.

For appointed first aid attendants, the Company will provide the necessary training to obtain and maintain first aid certificates. However, the Company will not be responsible for such training if the employee fails to obtain or maintain the certificate in the first attempt.

6.2.5 Service Payment Allowance - Employees shall be entitled to the relevant service payment allowance per week in recognition of service with the Company. For employees engaged at the making of this Agreement the service payment allowance shall be paid for all purposes. For employees engaged after the making of this Agreement, the allowance shall be a flat amount per week.

Length of Service	Amount per Week \$
5 to 10 years	12.50
10 to 15 years	25.00
15 to 20 years	37.50
Over 20 years	50.00

6.2.6 Section Head Allowance - Employees appointed as section head shall be entitled to a section head allowance of \$20.00 per week. For employees engaged at the making of this Agreement the section head allowance shall be paid for all purposes. For employees engaged after the making of this Agreement, the allowance shall be a flat amount per week.

6.2.7 Leading Hand Allowance - Employees appointed as a leading hand shall be entitled to a leading hand allowance of \$30.00 per week. For employees engaged at the making of this Agreement the leading hand allowance shall be paid for all purposes. For employees engaged after the making of this Agreement, the allowance shall be a flat amount per week.

7. CLASSIFICATIONS

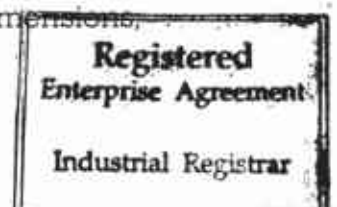
7.1 Basic Entry

An employee shall enter this level on commencement of employment and shall proceed to Level 1 on completion of six months employment with the Company. An employee, other than a casual employee, at this level is employed on a probationary in accordance with clause 4.2.2.

7.2 Level 1 - Fibreline Assistant and or General Hand

An employee at this level is capable of undertaking 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 a 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.

7.3 Level 2 - Vacuum Forming Operator or Converted Products Operator

7.3.1 Vacuum Forming Operator

An employee at this level is capable of operating equipment associated with Vacuum Forming process on a regular basis and is 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.

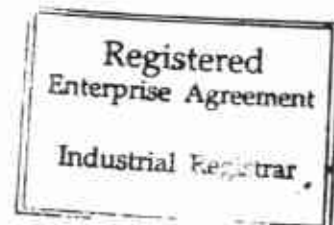
7.3.2 Converted Products Operator

An employee at this level is capable of operating 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;
- (iii) mesh enclosing fibre; and
- (iv) fabrication.



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.

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

7.4.1 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.

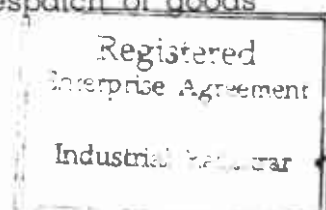
7.4.2 Vacuum Forming and Converted Products

An employee must be capable of performing the requirements of Vacuum Forming (as described in 7.3.1), and Converted Products (as described in 7.3.2).

7.4.3 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.

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

An employee at this level is required to be competent in all Fibreline operations, as described in 7.4.1, and either Vacuum Forming, as described in 7.3.1 above, or Converted Products Operations, as described in 7.3.2 above.

7.6 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 7.4.1 above, and both Vacuum Forming, as described in 7.3.1 above, and Converted Products Operations, as described in 7.3.2 above.

7.7 Production Supervisor - Fibreline, Vacuum Forming & Converted Products

Accountability

A Production Supervisor shall report to the Operations Manager.

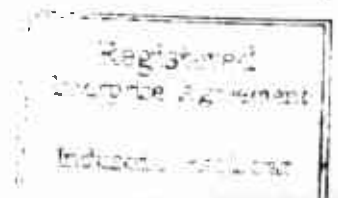
General Job Description

A production supervisor will have a working knowledge of the Company's relevant production areas, warehousing and related Quality System requirements. The supervisor is able to work on any or all of the Company's operations.

Responsibility and Authority

The responsibilities and authorities of a Production Supervisor shall be as follows:

- (i) Direct and supervise relevant departmental production personnel as to what functions are to be carried out and when, and in accordance to the Quality System.
- (ii) Training of production and warehouse personnel.
- (iii) Maintain production schedules.
- (iv) Prepare labour and material usage data when directed.
- (v) Prepare Product File Quotations when directed.
- (vi) Carry out Stock Take Procedures and maintain departmental raw material stock levels.
- (vii) Work in accordance with company policy and ensure production personnel work within accordance of Company Policy.
- (viii) Maintain operator shift rosters and complete daily time & work sheets.
- (ix) Maintain dies and tools in good working condition.



- (x) Ensure that all machinery is serviced and maintained to a safe operating standard.
- (x) Complete daily time and work sheets.

Housekeeping and Safety

Work in accordance with company policy and O.H.&S. requirements and supervise production personnel to ensure they work in a safe work environment.

Maintain housekeeping standards.

8. MULTISKILLING AND TRAINING

- 8.1 Multiskilling - 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.
- 8.2 Employees are expected to help with warehouse operations when required.

9. OVERTIME

9.1 Overtime - General

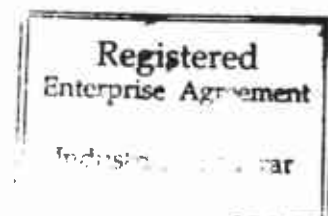
9.1.1 The Company requires a more flexible approach to overtime which involves:

- (a) agreement between employees to share overtime on an equitable basis;
- (b) the use of casual labour;
- (c) in the absence of employee agreement in accordance with 9.1.1(a), the Company shall use its discretion in allocating overtime; and
- (d) where possible no employee shall work double shifts on consecutive days.

9.1.2 For the purposes of clause 16.5 of the Parent Award, employees shall have eight consecutive hours of duty between work on successive days when overtime is worked. For all purposes of clause 16.5 of the Parent Award eight hours shall be substituted for ten hours.

9.1.3 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. Adequate notice is taken as meaning at least 24 hours' notice.

9.2 Overtime - Fibreline



9.2.1 Second Assistant - the requirements for a second assistant are as follows:

For thickness up to and including 25 mm*	
Rolls per shift	Second Assistant Hours
121-130	2
131-140	4
141-150	6
151 and over	8

For thickness over 25 mm*	
Rolls per shift	Second Assistant Hours
100-110	2
111-120	4
121-130	6
131 and over	8

- * The Supervisor has the discretion to authorise assistance if required, however some flexibility is required for the following circumstances:
- Product packed in plastic without cartons;
 - Semi-automation of rolling products greater than 25mm; or
 - Trim recovery system on eliminating the need to bag trim

9.2.2 A fibre line employee unable to take a crib break in accordance with clause 5.3.2 shall be paid an additional 0.75 hours as overtime.

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

10. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

Annual Leave

10.1 Annual leave shall be granted in accordance with the *Annual Holidays Act 1944*. Casual employees are not entitled to annual leave

10.2 Fibre line workers shall be entitled to one week's additional leave in accordance with clause 21.2(b) of the Parent Award.

Annual Leave Loading

10.3 Employees, other than fibre line workers, shall be entitled to annual leave loading in accordance with clause 22 of the Parent Award.

10.4 Fibre line workers shall be entitled to annual leave loading in accordance with clause 22 of the Parent Award, except that the loading will be 25%.

11. STAFF LEVELS

The Company reserves the right to increase manning levels if:

- (a) if the operational needs of the business require employing extra employees; or
- (b) 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.

12. DISPUTE RESOLUTION PROCEDURE

The parties to this enterprise agreement will observe the industrial disputes and grievance procedure in Clause 40 of the Parent Award.

13. REDUNDANCY

The provisions of clause 35, Redundancy of the Parent Award shall be read as a provision of this Agreement. Severance payments shall be in accordance with clause 35.5(b) of the Parent Award or 3 weeks payment for each year of service, whichever is the greater. There shall be a cap of 52 weeks severance pay.

14. SUPERANNUATION

In addition to the current superannuation arrangements, C+BUS shall be offered as a choice of fund to employees.

15. DECLARATION

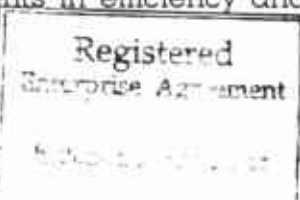
The parties to this Agreement declare that this Agreement was not entered into under any duress by any party.

16. NO EXTRA CLAIMS

The Union will not make or pursue any extra wage or other claims against the Company during the life of this agreement.

17. MISCELLANEOUS

- 17.1 Wages shall be paid by electronic funds transfer.
- 17.2 Starting and finishing times of work and breaks shall be strictly observed. Any failure to do so may result in disciplinary action in accordance with the Parent Award.
- 17.3 Efficiency and Cost Savings - the Company and employees agree that a cooperative approach is required to make improvements in efficiency and cost savings.

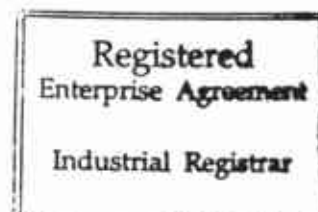


- 17.4 Mixes for the following shift shall be prepared during normal working hours. The supervisor has the discretion to authorise assistance if required. Zirconia and Superwool mixes are exempt from this provision.
- 17.5 Employees who commenced employment with the Company prior to August 1987 whose employment is terminated shall be paid out any existing sick leave entitlement.

18. WORKS COMMITTEE

The Works Committee, comprising of a management representative, a production supervisor and three employee representatives, shall meet regularly to discuss:

- measures for further productivity improvements;
- cost savings in relation to the Company's methods of operation;
- implementation of the classification structure.



19. SIGNATORIES

For and on behalf of:

Morganite Insulating Products Pty Ltd


.....
Philip Cawte
Operations Manager


30/10/2001
.....
Date


.....
Witness

30/10/2001
.....
Date

For and on behalf of:

The Federated Brick Tile and Pottery Industrial Union of Australia, New South Wales Branch and employees


.....
Trevor Melksham
Secretary

30.10.01
.....
Date


.....
Trevor Bickerstaff
Delegate

30.10.01
.....
Date


.....
Yahya Muhammad
Delegate

30/10/01
.....
Date

