

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/13

**TITLE:** Refractech Enterprise Agreement 2002

**I.R.C. NO:** IRC2/6475

**DATE APPROVED/COMMENCEMENT:** 27 November 2002

**TERM:** 27 November 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/66

**GAZETTAL REFERENCE:** 28 February 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Refractech Pty Ltd, located at 6 Doyle Avenue, Unanderra, NSW, 2526, who fall within the coverage of the Refractory Industry (State) Award

**PARTIES:** Refractech Pty Limited -&- The Australian Workers' Union, New South Wales

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# REFRACTECH ENTERPRISE AGREEMENT - 2002

BETWEEN

REFRACTECH PTY LTD

[ACN 067 519 331]

AND THE

AUSTRALIAN WORKERS' UNION NEW SOUTH WALES  
[REPRESENTING FACTORY EMPLOYEES]

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## 1. ARRANGEMENT

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## 2. INCIDENCE AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales Industrial Relations Act, 1996 and entered into on the ~~24th~~ <sup>24th</sup> OCT. 2002 between Refractech Pty Ltd and staff classified pursuant to sub-clause 2.3 herein of this Agreement.
- 2.2 The Enterprise: The enterprise for which the agreement is reached is the Company known as Refractech Pty Ltd, operating from their offices located at 6 Doyle Avenue, Unanderra, NSW 2526.

2.3 The Occupations: This Enterprise Agreement relates to the classifications for Refractory Employees.

3. **TERM OF AGREEMENT**

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of two (2) years.

4. **RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Agreement that the Agreement shall be read and interpreted wholly in conjunction with the Refractory Industry (State) Award provided that where there is any inconsistency, this Agreement shall take precedence.

5. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish a more effective plant operation with the introduction of formal employee career path levels covering the manufacturing operations of the Company.

6. **DURESS**

This Enterprise Agreement has not been entered into under duress by any of the parties.

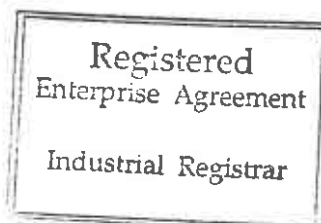
7. **HOURS OF WORK AND WAGE CALCULATIONS**

To be 38 hours per week. This will be achieved by working nineteen (19) days in a four (4) week period. The twentieth (20) day will be a rostered day off. Hours will be averaged to provide for a system of thirty eight (38) hours pay per week.

8. **ARRANGEMENTS**

8.1 There will be no penalty rates paid during normal work hours. Flexibility to work through lunch.

8.2 Payment of wages to be on Thursday, the pay period being from commencing time on a Friday to ceasing time on a Thursday. Pay day to move forward to avoid clashes with Public Holidays.

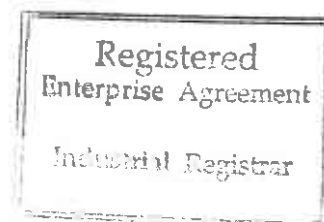


- 8.3 Meal allowances provided for in the Award to be paid if more than 2 hours overtime is worked after normal finishing time without notice on the prior day.
- 8.4 Sick days to be 10 per year.
- 8.5 Allowances for work carried out at heights is included in wage rates.

9. **STRUCTURE/CAREER PATH**

A structure of three (3) levels plus a probationary period [refer Appendix 'A'] will be implemented. Within the structure the following will apply:

- \* All employees can attain Level 3.
- \* New employees not able to attain Level 1 will be reviewed as to their suitability for employment.
- \* Employees will be assessed for competence at each level by a committee consisting of a member of management and the person who trained the employee. Agreement must be reached on the employee's competence, any shortfall in competency will be identified to the employee.
- \* All training is in house, except for "Welding & Thermal Cutting" # 8264J (National module # NBB09) and "Manual Metal Arc Welding 1" # 8267C (National module # NF01) which are carried out by TAFE.
- \* Rotation of duties will occur where practicable to allow training and ensure maintenance of skills.
- \* Employees will carry out all skills/duties they are trained for.
- \* Levels reflect the same/similar level of training i.e. there is equity between levels.



## 10. WAGES RATES

10.1 To be based on the classification level structure. These rates reflect a 5% increase in base rates.

Probation Level	\$ 548.88	
Level 1	<del>\$ 586.16</del>	\$ 610.30
Level 2	<del>\$ 671.17</del>	\$ 671.72
Level 3	\$ 738.05	

Each employee must be assessed as competent at each level before being paid at that level's pay rate.

10.2 An incremental wage rise of 5% , effective the first pay period after 1<sup>st</sup> August 2003 .Employees accept that wage increases granted in this Agreement cover any increase which might be granted through any Industrial tribunals during the nominal term of this Agreement together with the inclusion of new skills into the classification structure levels. No further claims will be made against the Company during the term of this Agreement.

## 11 TRAINING COSTS

The Company will provide for the costs of fees and text books for the courses at TAFE. Text books will remain the property of the Company and will be kept at the Company premises. Employees enrolled in such courses will attend in their own time. Should a course not be successfully completed , the employee will meet the costs of fees until the course is completed.

## 12 EMPLOYEE COUNSELLING

Counselling procedures as provided in the Award will be observed by the parties to this Agreement.

## 13 DISPUTES PROCEDURE

Clause 40 – Industrial Disputes and Grievance Procedure of the Parent Award shall be followed to resolve Industrial disputes or grievances.

## 14 FUTURE NEGOTIATIONS

It is agreed that the negotiations for the next Agreement may be commenced in July 2004.

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**15 CASUAL EMPLOYMENT**

An employee may be engaged on a Casual basis , i.e day to day basis , to meet the needs of the enterprise. A loading of twenty five (25) percent will be paid above the classification level the employee is deemed to have attained. This loading includes a one – twelfth of ordinary time earnings to cover Annual leave ,which will be identified separately on wage packets.

Casual employees will be expected to develop their skills in line with the Company career structure.

During the term of this agreement it is not the company's intention to casualise the workforce.

**16 SIGNATORIES**

Signed for and on behalf of Refractech Pty. Ltd.

*T. Newey*  
.....  
Manager

*24.10.02*  
.....

Date

*D. Turro*  
.....  
Witness

*25.10.02*  
.....

Date

Signed for and on behalf of the Australian Workers' Union ( Port Kembla , South Coast and Southern Highlands Branch )

*[Signature]*  
.....  
Secretary

*24.10.02*  
.....

Date

*[Signature]*  
.....  
Witness

*24.10.02*  
.....

Date



## APPENDIX 'A'

### LEVELS - CAREER PATH

#### 1. PROBATIONARY - 3 MONTHS

INDUCTIONS:

- Occupational health & safety
- General procedures
- Application of Award and Agreement work conditions
- Forklift permit & commence training
- Amenity cleaning
- Handle & package product
- Hand tools & compressor
- Career path opportunities
- Work at heights

#### 2. LEVEL 1

DUTIES:

- Completed induction requirements
- Mobile vehicle operation
- Moulds - assembly/disassembly, clean/oil, storage
- Lifting/man handling
- Pallet labelling
- Receipt & despatch
- Vibrator techniques & maintenance
- Quality Assurance Procedures - Check & alert, measure & report
- Furnace operation
- Work at heights

#### 3. LEVEL 2

DUTIES:

- As detailed in Level 1.
- Welding Certificate [TAFE] or Dogman Certificate
- Cooler bend mould - maintenance & assembly
- Trouble shoot - all tools & equipment
- Understand and carry out instructions on any task
- Full knowledge on normal operations [products used in manufacture]

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4. **LEVEL 3**

DUTIES:

As detailed in Level 1 & 2.  
Job scheduling & manning control  
Work instructions  
Safety procedures & audits  
Detailed product inspection & reporting  
Application of Award/Agreement  
Liaison with external parties - Customers & Suppliers  
Site security  
Interpret product drawings  
Full knowledge of work procedures & requirements  
Welding Certificate  
Dogman Certificate

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