

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA97/209

**TITLE: Morganite Insulating Products Enterprise Bargaining Site Agreement
1997**

I.R.C. NO: 97/5777

DATE APPROVED/COMMENCEMENT: 21 November 1997

TERM: Expires 21 November 1998

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 72/96**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

**EMPLOYEES: All employees covered by the Refractory Materials Makers and Assistants
(State) Award at 65 Bourke Road, Alexandria 2015**

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



ENTERPRISE SITE AGREEMENT - 1997

AN AGREEMENT BETWEEN

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 1/15 Deane Street, Burwood, in the State of New South Wales ("the Union").

1. TITLE

This enterprise agreement shall be known as the *Morganite Insulating Products Enterprise Bargaining Site Agreement 1997* ("the Agreement").

2. PREAMBLE

- (a) The Company employs members of the Union under the Refractory Material Makers and Assistants (State) Award ("the Award").
- (b) The Union and the Company reached agreements in 1993, 1995 and 1996 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.
- (c) The objective of this agreement is to provide greater productivity and cost savings to the extent whereby the Company is able to support the payment of a wage increase and productivity bonus.
- (d) This agreement has been achieved through the efforts of a negotiating committee and the factory workforce.

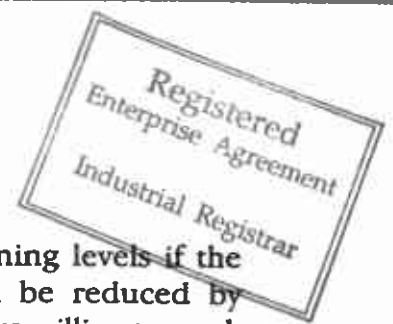
3. SCOPE

- (a) This enterprise agreement applies to all employees of the Company at its premises at Alexandria, NSW, who are employed under the Award. To the extent of any inconsistency between the Award and the Agreement, the Agreement will prevail.

4. WORK ARRANGEMENTS

The parties agree to implement the following altered work arrangements. These arrangements are a progression from those agreed upon in previous enterprise agreements between the parties.

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- (a) Manning - the Company reserves the right to increase manning levels if the number of overtime hours indicate that labour costs can be reduced by employing extra assistants, or if the company feels employees are willing to work too many hours which could increase the risks to safety and also lead to the possibility of increased absenteeism.
- (b) Training - The Company agrees to continue with the programme to develop a multi skilled workforce.
 - (i) Fibreline employees will be required to have operator skills or be capable of being trained as an operator.
 - (ii) Employees in Vacuum Forming/Converted Products to be progressively trained in all operations in this area.
- (c) Process Control - The Company requires fibreline employees to perform strength and shot determinations in addition to physical measurements of weight, thickness, width and length on each shift.
- (d) Efficiency and Cost Savings - The Company requires a co-operative approach to Company initiatives such as efficiency improvements and cost savings. Significant Savings in lubricant and anti foam have been achieved by using less without affecting product quality. Other areas that can benefit are glue, paper wrapping, venturis and discs.
- (e) Absenteeism - The Company accepts that some of the absenteeism has been caused by over enthusiasm for overtime. Employees should share overtime by taking it in turns to work double shifts and where possible the working of more than one double shift on successive days should be avoided.
- (f) Consecutive Hours Off Duty - eight consecutive hours off duty shall substitute for the ten hours requires under Clause 8(iv) of the Award.
- (g) Overtime - The Company requires a more flexible approach to overtime which involves teamwork, and results in overtime being shared more equitably and done on an as needs basis.
 - (i) Second Assistant - if the number of rolls is less than sixty 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.
 - (ii) Due to the nature of the operation employees could not take a break, and were subsequently paid eight ordinary hours plus 0.75 hours' overtime. Recent changes have been introduced where employees take it in turns for breaks every hour, 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.



- (iii) Downtime - During non-productive time between furnaces, fibrelines employees can take a crib break so the payment of 0.75 hours' overtime is not always valid.
 - (iv) On shifts where there are three employees, tasks such as Housekeeping, Mixing, Belt Cleaning, and Bulk A (Torit) should be done during some of the breaks, that is, as part of the normal shift where possible.
 - (v) 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.
- (h) Productivity - Review of Productivity performance over the past twelve months showed that as a result of the previous Enterprise Site Agreement a 5.5 percent increase in productivity had been achieved and in recognition of this the current bonus scheme will be replaced by:
- (i) Increase of \$30.00 in Normal Time Earnings in the form of a wage increase from 1 July, 1997.
 - (ii) New Bonus scheme with a minimum productivity level set at 39.2 kg of fibre per paid hour which is a 6.5% increase on the previous 'low' base level set in the previous agreement. Commencing with the September quarter, the Company will pay each employee \$10.00 for every 0.1kg of fibre per paid hour above the minimum level of 39.2 kg. The bonus shall be paid at the end of each quarter and there will be no upper limit. To receive the bonus, employee must be employed for the full period.
- (i) The Company agrees to meet regularly with the Works Committee to discuss:
- (i) Measures for further productivity improvements and cost savings.
 - (ii) Methods to classify employees with different skills, experience and competency levels.
 - (iii) Restructuring of plant supervision to provide incentives for advancement of employees.

5. WAGES

- (a) For the purposes of this clause, 'Normal Time Earnings' means, in relation to an employee who was employed by the Company before 1 July 1997, the total of the following payments:
- (i) the weekly rate of pay for the relevant classification provided in Clause 5 of the Award as at 1 July 1997;



(ii) the Leading Hand Allowance provided in Clause 7 of the Award as at 1 July 1997 (if applicable);

(iii) the Industry Allowance provided in Clause 5(iii) of the Award as at 1 July 1997.

(iv) the Service Payment payable in accordance with the following table:

Period of Company Service	Weekly Service Payment
Greater than 10 years	\$15
Between 5 and 10 years	\$12
Between 1 and 5 years	\$9
Between 6 months and 1 year	\$6
Less than 6 months	Nil

(v) the overaward payment being paid to the employee as at 1 July 1997.

- (b) Subject to subclause (C), employees will be paid a wage increase of \$30.00 per week to their Normal Time Earnings from the first pay period to commence on or after 1 July, 1997, or the date of their employment, whichever is the later.
- (c) Employees who join the Company at the basic entry level after 1 July 1997 will be paid at the rate of \$450.00 per week.
- (d) For the purposes of subclause 3 'Total Weekly Remuneration' means the amount of weekly remuneration that is paid to each employee pursuant to subclause (b) or subclause (c) as the case may be.
- (e) Subject to the satisfactory and ongoing implementation of work arrangements specified in Clause 4 of this agreement, employees will participate in the quarterly productivity bonus scheme starting with the September 1997 quarter, as detailed in Clause 4(h)(ii).
- (f) During the term of this agreement, variations to rates of pay or allowances pursuant to any State Wage Case decisions will be absorbed.

6. AWARD

The provisions of this agreement prevail over the provisions of the Award that deal with the same matters.



7. DISPUTE SETTLEMENT

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

8. DECLARATION

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

9. NO EXTRA CLAIMS

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

10. TERM

This agreement will operate for a period of twelve months from 21 November, 1997.

For and on behalf of
MORGANITE INSULATING PRODUCTS PTY LTD

Philip Cawte
OPERATIONS MANAGER

For and on behalf of
FEDERATED BRICK, TILE, AND
POTTERY INDUSTRIAL UNION
OF AUSTRALIA, NEW SOUTH
WALES BRANCH

Peter Vasilevski
COMPANY UNION DELEGATE

JOHN RYAN
UNION SECRETARY

NOTICE OF TERMINATION OF AN ENTERPRISE AGREEMENT BY APPROVAL OF THE PARTIES PURSUANT TO SECTION 44(2) OF THE INDUSTRIAL RELATIONS ACT 1996.

Notice is hereby given by the parties of their approval for the termination of the Morganite Insulating Products Enterprise Bargaining Site Agreement 1995 and the Morganite Insulating Products Enterprise Bargaining Site Agreement 1997 which were approved in 1996 and 21 November 1997 respectively.

The above agreements have been succeeded by a new enterprise agreement entitled Morganite Insulating Products Enterprise Bargaining Site Agreement 1999 (Matter No IRC 6764 of 1999) which was approved 22 December 1999.

Signed by the Parties:

1. Peter Ryan
Peter Ryan
Employers' Federation of New South Wales
For Morganite Insulating Products

15.8.00
Date

2. Trevor Melksham
Trevor Melksham
Brick Tile and Pottery Union

17.8.00
Date