

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/204

TITLE: **Cookson Plibrico Enterprise Agreement 2005**

I.R.C. NO: IRC5/1534

DATE APPROVED/COMMENCEMENT: 8 April 2005 / 8 April 2005

TERM: 20

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/152.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cookson Plibrico Pty Limited, located at Lot 2, Sturdee Avenue, Bulli, NSW, who fall within the coverage of the Refractory Industry (State) Award.

PARTIES: Cookson Plibrico Pty Ltd -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch

COOKSON PLIBRICO PTY LIMITED ENTERPRISE AGREEMENT 2005

1. Title

This agreement will be known as the Cookson Plibrico Enterprise Agreement 2005

2. Arrangement

Clause No.	Subject Matter
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Appendix A

3. Parties Bound

The parties to this agreement are:

- a) Cookson Plibrico Pty Ltd of Lot 2 Sturdee Ave, Bulli NSW, ACN 003 691 245 (the Company)
- b) All employees of Cookson Plibrico Pty Ltd at Lot 2 Sturdee Ave Bulli engaged in classifications set out in the Refractory Materials Makers & Assistants (State) Award, whether members of the union listed in (c) or not and
- c) Federated Brick Tile and Pottery Industrial Union of Australia NSW Branch (the Union)

4. Application

This agreement shall apply at Cookson Plibrico Pty Ltd, Lot 2 Sturdee Ave, Bulli NSW to all employees engaged in classifications set out in the Refractory Materials Makers & Assistants (State) Award.

5. Period of Operation

This agreement shall operate from the first pay period after certification and shall remain in force until 31 December 2007.

The parties agree to review this Agreement three (3) months prior to its expiry.

6. Objectives

It is the objective of the parties to this agreement to implement workplace practices so as to provide for more flexible work arrangements which improves the efficiency and productivity of the company, enhances skills and job satisfaction and assists the company to become a more efficient enterprise.

The company and the employees covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements.

7. Relationship to Awards

This agreement is intended to be interpreted wholly in conjunction with and is complimentary with the Refractory Materials Makers & Assistants (State) Award (the Award). In the event of any inconsistency this agreement shall prevail.

8. Not to Be Used as a Precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

9. Matters Agreed

A. Rostered Days Off

The Company and employees agree to the introduction of flexibility in regard to the taking of RDO's to improve productivity and to meet peak work loads. Where there is a requirement for a RDO to be worked employees will make themselves available to work on this day. The company will notify all employees involved no later than the last shift on the previous Wednesday. Both parties agree that this flexibility will be for 5 RDO's only. Any more than 5 will be by consultation and must be by mutual agreement.

Where an RDO is worked the employee may take his RDO at another mutually convenient time. RDO's may be banked up to a maximum of 5 days. All deferred RDO's are to be taken by the end of the calendar year.

B. Electronic Funds Transfer

Pays will be deposited into a maximum of 2 bank, building society or credit union accounts. Employees will be able to choose the bank/building society/credit union for their pay to be deposited.

C. Flexibility of Crib and Lunch Times

The company and employees agree to the flexibility in the time of taking meal and crib breaks in circumstances where work requirements require the continuity of work. E.g. in the middle of a gun clay mix, unloading of trucks.

These breaks can be taken at any time during a shift, but will be taken as close as possible to 9am (crib) and 12 mid day (lunch).

D. Pay Classifications

Classifications of employees as at the start of the agreement will be as per Appendix A.

The criteria for assessment of employees and promotion will be as follows:

- a) An opportunity arises for promotion
- b) Ability to perform their job satisfactory
- c) Makes minimal mistakes
- d) Has a good attitude to work, OH&S procedures and quality assurance requirements
- e) Can work well with minimal supervision
- f) Works well with leading hands and other employees of the company
- g) Ability to operate several machines with minimal supervision

F. Demarcation

Minor areas of demarcation will be removed. The right of production workers to carry out production work will not be removed.

Production personnel can carry out minor maintenance of machines. Offloading of trucks by plant personnel other than production personnel is possible when no production personnel are on site. It is not the intention of this clause that staff drive forklifts.

Lab personnel can make small premises if more suitable.

Production personnel will be available to assist fitters or electricians where needed

G. Sick Leave

In addition to the provisions set out in Clause 24 of the Award, provision will be made for the payment of a Good Attendance Bonus. An employee, at the conclusion of his/her anniversary date of employment, may apply for the payment of the bonus for the amount of any unused sick leave, provided that the employee has accumulated a bank of four (4) days in the first year and a bank of eight (8) days by the end of the second year. This is to be paid out at the end of December each year, and is also available on termination.

Any sick leave entitlements shall not accumulate if it is paid out for a Good Attendance Bonus.

H. Start and Finish times

The official start and finish times will be as follows

		Wash up time
Start	7.00 am	
Morning Crib	9 - 9.10 am	8.55 am
Lunch	12 - 12.30 pm	11.55 am
Finish	3.30 pm	3.15 pm

5 minutes wash up time is available before morning crib and lunch. No one may leave site during this period.

15 minutes wash up time is available at the end of the day. No one may leave site until 3.20 pm

An extra 5 minutes is available as wash up time for those performing dirty work e.g. bin filler

I. Pay Week

To ensure all pays are deposited to each employee's bank account by the Thursday of each week, the payday will be Wednesday. To enable this to be done, any overtime worked on the Tuesday will be paid in the following weeks pay.

J. Wage Increases

Wages will be increased as follows for the employees subject to this agreement

- a) 4% shall be payable from the date of certification
- b) 4% on or after January 1, 2006
- c) 4.5% on or after January 2, 2007

As detailed in Appendix A of this agreement

There shall be no further wage increases for the life of this Agreement

K. Redundancy

In addition to the provisions contained in the award for redundancy, it is agreed that the following provisions will apply -

For each year of service above 6 years of service, employees will be entitled to an extra 1.5 week's redundancy for each year of service.

The total redundancy and severance pay to be limited to 52 weeks per employee

L. L.S.L

- a) From 1 January 2005 all employees will accrue long service leave at the rate of 1.0 weeks per year of service.
- b) Long service leave shall be accessible following ten (10) years of continuous service.
- c) Pro rata long service leave will be paid out to employees on termination when they have completed seven (7) years or more continuous service.

10. Dispute Settlement Procedure

In an effort to promote good employee relations between employees and the company and to achieve the satisfactory resolution of employee related problems without loss of wages and production, the following procedure will be adhered to by all parties:

- | | |
|---------|--|
| Stage 1 | An employee who has a grievance should ask his leading hand and attempt to settle the matter at this level. |
| Stage 2 | If it is not resolved at this stage the leading hand shall raise the matter with the union delegate to settle the matter |
| Stage 3 | If the matter is not settled at Stage 2 the delegate and the employee will meet with the Production Manager and General Manager if necessary |
| Stage 4 | If the matter is not settled at Stage 3 the union organiser will be advised and if considered appropriate assist in settling the matter. |
| Stage 5 | If the matter remains unresolved after Stage 4, the dispute may be referred to the Australian Industrial Relations Commission for assistance in resolving the matter |

Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 will be completed within seven (7) days.

During a dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction, except where the dispute is a on the grounds of health and safety.

11. No Extra Claims

- a) Up to the nominal expiry date this Agreement, the union and the employees will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not.

12. Signatures

For and on behalf of Cookson Plibrico Pty Ltd

Name and position: David Evans
General Manager

Name and position: Nathan Harle
Financial Controller

Dated: 3/2/05

For and on behalf of the Federated Brick Tile and Pottery Industrial Union of Australia NSW Branch,
representing the employees

Name:

Name:

Dated: 3/2/05

APPENDIX A

Pay Classifications

Classifications of employees will be per the following list. Definitions of these positions are as specified in the Cookson Plibrico Quality Systems Manual.

These are to be used in conjunction with the Definitions of Classifications as contained in the award.

Rates of Pay	Now	Certification	1.1.2006	1.1.2007
Leading Hand	22.14	23.03	23.95	25.02
Senior Operator	20.68	21.51	22.37	23.37
Operator Level 1	19.35	20.12	20.93	21.87
Operator Level 2	18.48	19.22	19.99	20.89
Permanent (first 2 years)	17.41	18.11	18.83	19.68
Casuals (after 3 months)	15.87	16.50	17.16	17.94
Entrance Level	12.67	13.18	13.70	14.32

All other allowances as per the award

The industry allowance is paid in addition to these rates.