

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/179

TITLE: CSR Limited - Bathurst Plant Enterprise Agreement

I.R.C. NO: IRC3/3185

DATE APPROVED/COMMENCEMENT: 26 June 2003

TERM: 27

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/204

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed at CSR Limited at the Bathurst plant, engaged as Maintenance Fitters and Electricians, who fall within the coverage of the Brick and Paver Industry (State) Award, the Electricians and C. (State) Award and the Metal, Engineering and Associated Industries (State) Award.

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

CSR LTD

BATHURST PLANT ENTERPRISE AGREEMENT 2003

1. Title

The agreement shall be known as the CSR Limited - Bathurst Plant Enterprise Agreement.

2. Arrangement

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3. Spirit of Agreement

This agreement has been reached through a consultative process involving CSR Ltd, the Bathurst plant employees and the Federated Brick, Tile & Pottery Union.

- (i) To co-operate to ensure the profitable, efficient and ongoing operations of the Bathurst plant.
- (ii) To achieve our mission of providing the highest possible levels of customer service, support of our people and relentless improvement in all aspects of this business.
- (iii) To develop and maintain a workplace that encourages and facilitates teamwork, personal and professional development in all aspects of this business.
- (iv) To provide employees with competitive wages and benefits.

- (v) That the company recognized the stake all employees have in the performance of the business and will ensure that there is frequent and open communication of business results. The employees agree to maintain the confidentiality of all business performance criteria.
- (vi) The company and employees acknowledge the need to ensure the maximum flexibility is applied to the performance of all tasks without limitation, including multi skilling involving rotation of duties in specified sections, with due consideration to the safety and the level of skills of the employees.

4. Parties Bound

This agreement shall be binding upon CSR Ltd in respect of its Bathurst Plant, the Federated Brick, Tile & Pottery Union of Australia, New South Wales Branch, and all employees employed at the Bathurst plant.

5. Date and Period of Operation

This Agreement shall take effect from the beginning of the first pay period to commence on or after the 8th January 2003 and shall remain in force for a period of 2 years & 3 months.

6. Relationship to Parent Award

The terms and conditions of the Brick and Paver Industry (State) Award, the Electricians and C (State) Award and the Metal, Engineering and Associated Industries (State) Award shall continue to apply to the parties, other than to the extent of any inconsistency with the terms of the Agreement. In the event of any inconsistency the terms of this Agreement shall prevail.

7. Production Requirements

It is agreed that all employees work shifts, as necessary, to ensure production is maintained, including production catch-up due to breakdowns of machinery.

Should the building activity decline during the term of this agreement to a point that production at the Bathurst Plant be reduced, then the employees agree to work with & support the business to cater for any reduction deemed necessary by CSR Ltd. This may include but not be limited to the need to reduce employee numbers & may necessitate to work portion of a shift in one section & the balance in another section. The Federated Brick, Tile & Pottery Union will be consulted before any decision is undertaken.

8. No Demarcation

The basic principle of the Agreement is to ensure a flexible and productive enterprise focused on continual improvement. For this reason, and providing for the health and safety of all employees at the Bathurst plant, the employees shall in no way observe, impose or enforce any demarcation between themselves and any other personnel on site.

For the Agreement to operate as it is intended, every employee shall be willing to perform any task for which they have the skills and appropriate training.

The Agreement will ensure that all site personnel will work as a cohesive, co-operative team to achieve the most efficient and flexible operation possible.

It is agreed that fitters may operate machines on a temporary/relieving basis when required, and all employees may make repairs and adjustments to machinery provided that have the skills and training for these duties.

9. Grievance and Dispute Procedure

The procedure for the resolution of industrial dispute will be in accordance with the following:

Procedure in relation to a grievance of an individual employee:

- (i) The employee is required to notify (in writing or otherwise) CSR as to the substance of the grievance, request a meeting with CSR for bilateral discussions and state the remedy sought;
- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority;
- (iii) Reasonable time limits must be allowed for discussion at each level of authority;
- (iv) At the conclusion of this discussion, CSR must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy;
- (v) While a procedure is being followed, normal work must continue;
- (vi) The employee may be represented by an industrial organisation of employees.

Procedure for a dispute between CSR and the employees:

- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority;
- (ii) Reasonable time limits must be allowed for discussion at each level of authority;
- (iii) While a procedure is being followed, normal work must continue;
- (iv) CSR may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of such a procedure.

10. Loading of Product

It is agreed that self loading of trucks can take place by the transport operators approved to do so by the company, in normal working times or when busy, provided security and safety are assured.

11. Quality Assurance - as/Nzs 150 9002:1994

As this plant is a Quality Assured plant, employees will work and assist this process, including filling out of paper work as required and to develop measures and improve the process in their sections.

12. Occupational Health & Safety

It is recognized that Occupational Health & Safety is an important part of our business at the Bathurst Plant and management and all employees will work to achieve changing standards.

13. Spread of Hours

It is agreed that, after consultation with Section Leading Hands, flexibility in start and finish times be adopted when required. This may include staggered start & finish times in normal day shifts for selected employees, provided not less than one week's notification is given. The Federated Brick, Tile & Pottery Union will be consulted before any decision is undertaken.

14. Call Outs

If a call out is required for any employee requiring less than 2 hours on site on any day, then the requirement for a ten hour break at penalty rates will not apply.

15. Remuneration

The weekly rates of remuneration for hours worked shall be increased by 5% from the first pay period to commence on or after 8 January 2003 and a further 4% fifteen months after that date.

Remuneration rates payable including the 5% increase for year one & 3 months & the 4% for year two are as set out in Appendix A. The increase is to apply to over-award payments. Allowances as specified in Appendix A have also been increased by 5% for year one & 3 months & a further 4% for year two of the agreement.

Burners Pay Formula: Burners will cover rotating day-afternoon, day-night, day-afternoon-night shift systems with 4 Burners and be paid an average hourly rate calculated using the following formula.

1. Base hourly rate as per appropriate classification in Appendix A
2. Shift allowance as defined in Appendix A divided by 7.6 hours
3. 3 Saturdays & 3 Sundays in each 4 weeks at overtime rates

Sat 7.6 hrs x 0.5	=	3.8
Sun 7.6 hrs x 1.0	=	7.6
	=	11.4 hrs x 34.2 x Base hourly rate divided by 152 hours
4. The total of 1,2 and 3 will be the average hourly rate of remuneration.

R.D.O's and any extra shifts worked are paid as overtime rates.

16. Salary Sacrifice of Superannuation Contributions

- (a) Remuneration as detailed in this agreement may be made up entirely of wages or, at the option of an employee (other than a casual employee) and subject to the employer's agreement, wages and a superannuation contribution to the CSR Australian Superannuation Fund or the Monier PGH Superannuation Fund. Wages and Superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between the employer and the employee and thereafter renegotiated in accordance with this clause.
- (b) Should the employer make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the employee under this agreement or applicable award.
- (c) The opportunity for an employee to initially negotiate the components of remuneration as per a) above shall be in accordance with procedures determined by the employer and may only be changed during the period specified in accordance with procedures established by the employer. Thereafter, the opportunity to renegotiate with the employer the components of remuneration as per a) above shall be available once a year at a time and in accordance with procedures determined by the employer, and may only be changed during the period specified in accordance with procedures established by the employer.
- (d) In the event that changes in legislation, the Income Tax Assessment Act, tax office rulings or determinations remove or alter the company's capacity to maintain the salary sacrificing arrangements pursuant to this agreement, the company will be entitled to withdraw from these arrangements by giving notice to each affected employee.

- (e) Employer and employee contributions to the CSR Australian Superannuation Fund or the Monier PGH Superannuation Fund shall be adjusted at the time any remuneration increase is received by the employee.

17. Redundancy

Where as a consequence of the sale or transfer of a business or a corporate restructuring an employee is offered a new contract of employment with the related or successor company on no less favourable terms and conditions of employment than the existing one, and providing for continuity of service with the employer, the provisions of this clause shall not apply to the employee.

Redundancy provisions will be as follows:

- (a) 5 weeks notice of redundancy, or payment in lieu if notice is not given.
- (b) Annual leave plus 17.5% loading on entitlement and pro rata leave.
- (c) Long service leave in accordance with legislation.
- (d) Superannuation in accordance with trust deed rules.
- (e) Payments as follows -

	ENTITLEMENT IN WEEKS	
	Under 45 Years of Age	Over 45 Years of Age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20
7 years and over (under 45)	2.5 weeks for year of service following completion of year 1	20
7 years and less than 8 years (over 45)		
8 years and over (over 45)		2.5 weeks for year of service following completion of year 1

Note: Payments of 2.5 weeks for employees under 45 after 7 years and over 45 years after 8 years are made in place of, and not in addition to, the 12 and 20 weeks which appear above. A weeks pay shall be as defined in the award under Clause 1.5.6 Ordinary Wage.

Assistance

- (a) Assistance in preparation of resume and arranging contact with employment agencies.
- (b) Counselling for interview techniques.
- (c) Contact other employer groups.
- (d) Paid time off to attend interview.
- (e) Certificates of service, and acting as a referee for prospective employers.

18. Declaration

The parties declare that this Agreement -

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was, at no stage, entered into under duress;
- (d) reflects the interests and desires of the parties.

19. No Extra Claims

The parties to this agreement undertake that, during the life of the agreement, there shall be no further wage or increases in allowances sought or granted except for those provided for in this agreement by the Industrial Relations Commission in a State Wage Case decision or by variation to the Brick and Paver Industry (State) Award.

20. Anti-Discrimination

It is the intention of the parties bound by this agreement to respect and value the diversity of the workforce and to achieve the object in Section 3(f) of the *Industrial Relations Act, 1996* (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It is recognised that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

- (a) any conduct or act which is specifically exempt from anti-discrimination legislation
- (b) offering or providing junior rates to persons under 21 years of age
- (c) any act or practice of a body established to propagate religion which is exempt under Section 56(d) of the *Anti-Discrimination Act 1977* (NSW)
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

Executed by the parties as an Agreement

Signed for CSR LIMITED

Bill Hall

Witness

Laurie Waddell

Name (please print)

Signed for the FEDERATED BRICK,
TILE and POTTERY INDUSTRIAL UNION

OF AUSTRALIA, NEW SOUTH WALES
BRANCH

Bill Hall

Witness

Shane Stiff

Name (please print)

APPENDIX A

The following rates of remuneration are to apply for the life of the agreement

	PRESENT RATE \$	NEW RATE PAYABLE INCL. 5 % \$	RATE PAYABLE AFTER 1 YEAR AND 3 MONTHS \$
Operators			
Division A	500.86	525.90	546.94
Division B	524.14	550.35	572.36
Division C	541.82	568.91	591.67
Division D	562.21	590.32	613.93
Division E	623.56	654.74	680.93
Fitters & Electrician (Skill levels as attached in Appendix B)			
Level A	669.56	703.04	731.16
Level B	745.56	782.84	814.15
Level C	783.56	822.74	855.65
Level D	840.56	882.59	917.89
Level E	897.56	942.44	980.14

*The rates above for Operators, Fitters & Electrician includes all allowances except those listed below.

Note: These rates include over-award payments

ALLOWANCES

Senior Leading Hand

\$49.75 per week (Compliance to site responsibility matrix)

Leading Hand

\$32.89 per week (Compliance to site responsibility matrix)

First Aid

\$1.75 per day

Meal Allowance

\$7.10

Shift Allowance

\$6.70 per shift Rotating Day-Afternoon, Day-Night, Day- Afternoon-Night shift

Availability Allowance

\$90.00 per week (Applicable only to Site Electrician in recognition of his availability for call outs as the plant has only 1 electrician)

APPENDIX B

Skills Structure for Maintenance Fitters & Electrician

Structured skill levels for Maintenance- Fitter

A Level

Starting level

B Level

Hydraulics 1

Pneumatics 1

Good understanding of industrial safety requirements

Well-developed operational, faultfinding & improvement skills in any one of the following areas:

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage

C Level

All of 1st level + the following

Hydraulics 2

Pneumatics 2

One of the following: Restricted Electrical Ticket, Welding ticket 2nd Class or advanced hydraulics or pneumatics eg. Electro Pneumatic etc.

PC Literacy (use of core Windows / Microsoft products

High level of understanding of safety requirements

Ability to read mechanical drawings

Involvement in the safety committee or first aider

At least one of the following tickets:

- Bobcat
- Riggers or Dogman
- Elevated Work Platform Ticket
- Scaffold Ticket
- Forklift ticket

Well-developed operational, faultfinding & improvement skills in any two of the following areas -

- Extruder/Setter
- Clay Preparation
- Dehacker
- Dryer/Kiln/Haulage

D Level

All of above levels + the following

Two of the following: Restricted Electrical Ticket, Welding ticket 2nd Class or advanced hydraulics or pneumatics eg. Electro Pneumatic etc.

Bearing Fitting analysis - SKF
Clay course

Confined space ticket

Actively involved in process improvement of the plant

Advanced level of understanding of safety code/Acts and regulations

Proven fault finding ability

Basic drafting skills using AutoCAD

At least two of the following tickets:

- Bobcat
- Riggers or Dogman
- Elevated Work Platform Ticket
- Scaffold Ticket
- Forklift Ticket

Well-developed operational, faultfinding & improvement skills in any three of the following areas -

-

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage

E Level

All of above levels + the following

Three of the following: Restricted Electrical Ticket, Welding ticket 2nd Class, advanced hydraulics or pneumatics eg. Electro Pneumatic etc.

Intermediate level of AutoCAD drafting skills eg. Compliance with AS guidelines

Competency in maintaining/operating Kiln/Dryer/Fans

At least three of the following tickets:

Bobcat

Riggers or Dogman

Elevated Work Platform Ticket

Scaffold Ticket

Forklift Ticket

Well-developed operational, faultfinding and improvement skills in all of the following areas.

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage

Structured Skill Levels For Maintenance- Electrician

A Level

Starting level

B Level

PLC - Basic qualifications and site experience

Good understanding of industrial safety requirements

PLC fault finding capabilities in Concept/Modsoft

Well-developed operational, faultfinding & improvement skills in any one of the following areas -

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage

C Level

All of above levels + the following

Confined Space Ticket

Advanced PLC ticket

Pneumatics 1 or Hydraulics1 or equivalent

High level of PC Literacy (use of core Windows / Microsoft products

High level of understanding of safety requirements

Ability to read electrical drawings

Involvement in the safety committee or first aider

Intermediate PLC trouble shooting and programming skills in Concept and Modsoft

Understanding of Robot operation and troubleshooting

AS3000 Training - Refresher course

At least one of the following tickets:

High Voltage

Fibre Optic

Elevated Work Platform Ticket

Telecommunications/Networking

Well-developed operational, faultfinding & improvement skills in any two of the following areas -

Extruder/Setter

Clay Preparation

Dehacker

Dryers/Kiln/Haulage

D Level

All of above levels + the following

Clay Course

Able to use AutoCAD for basic drafting - electrical

Actively involved in process improvement of the plant

Advanced level of understanding of safety code/Acts and regulations

Robot program understanding and minor alteration to program skills

Hydraulics 1 & Pneumatics 1 or equivalent

Advanced PLC troubleshooting and programming skills in Concept/Modsoft

Sound knowledge of machine guarding/ safety systems/ interlocks/light curtains

At least two of the following tickets:

High Voltage

Fibre Optic

Elevated Work Platform Ticket

Telecommunications/Networking

Well-developed operational, faultfinding & improvement skills in any three of the following areas

-

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage

E Level

All of above levels + the following

High level of AutoCAD drafting skills eg. Compliant with AS

Competency in maintaining/operating Kiln/Dryer/Fans

PLC configuration skills - install hardware - rewrite programme

Networking Certificate

At least three of the following tickets:

High Voltage

Fibre Optic

Elevated Work Platform Ticket

Telecommunications/Networking

Well-developed operational, faultfinding and improvement skills in all of the following areas.

Extruder/Setter

Clay Preparation

Dehacker

Dryer/Kiln/Haulage