

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/193

TITLE: CSR Limited - Bathurst Plant Enterprise Agreement 2005

I.R.C. NO: IRC5/2348

DATE APPROVED/COMMENCEMENT: 20 May 2005 / 8 April 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/179.

GAZETTAL REFERENCE: 12 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed at CSR Limited at the Bathurst plant, who fall within the coverage of the Brick and Paver Industry (State) Award, the Electricians &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 2005

1. Title

The agreement shall be known as the CSR Limited - Bathurst Plant Enterprise Agreement 2005.

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 April 2005 and shall remain in force for a period of 3 years.

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 disputation will be in accordance with the following:

Procedure in relation to a grievance of an individual employee:

- i The employee is require 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 weeks 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 4% from the first pay period to commence on or after 8 April 2005 and a further 4% from 8 April 2006 and 8 April 2007.

Remuneration rates payable including the 4% increases 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 4%.

Shift Allowances: Employees working afternoon shift will be paid a shift allowance of 15%. The allowance will be paid on the ordinary time rate of pay (excluding bonus).

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. Choice of Superannuation Fund

From 1 July 2005, employees will be offered choice of membership of either the CSR Australian Superannuation Fund or C+Bus in accordance with the Commonwealth Government "Choice of Fund" legislation, provided that employees may retain membership of their current fund if they so desire.

18. 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	20
7 years and less than 8 years (over45)	following completion of year 1	

8 years and over (over 45)		2.5 weeks for year of service following completion of year 1
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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.

19. 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.

20. 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.

21. 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

Witness

Name (please print)

Signed for the FEDERATED BRICK, TILE and
POTTERY INDUSTRIAL UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH

Witness

Name (please print)