

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/120

TITLE: CSR Limited - Doonside Enterprise Agreement

I.R.C. NO: 99/211

DATE APPROVED/COMMENCEMENT: 18 February 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 98/18.**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to production employees, maintenance employees & forklift drivers employed at the companys Doonside plant

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



1. **TITLE**

The Agreement shall be known as the **CSR Limited - Doonside Enterprise Agreement**.

2. **ARRANGEMENT**

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Object of Parties
4	Area, Incidence and Parties Bound
5	Date and Period of Operation
6	Relationship to Parent Award
7	Wages
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9	Redundancy
10	Forklift Drivers
11	Extra Duties
12	Grievance Procedure
13	Declaration



3. **OBJECT OF PARTIES**

It is the objective of the parties to this Agreement to implement workplace practices which will improve the flexibility and productivity of the Doonside production facility through co-operation and a common goal of continuous improvement.

4. **AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon CSR Limited in respect of its Doonside plant and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, in respect of production employees, maintenance employees and forklift drivers employed at the Doonside plant.

5. **DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from the date of approval under the provisions of the Industrial Relations Act, 1996, and operate from the beginning of the first pay period on or after approval and remain in force for a period of two years.

6. **RELATIONSHIP TO PARENT AWARD**

The terms and conditions of the Brickmakers and Assistants (State) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this Agreement. In the event of any inconsistency the terms of this Agreement shall prevail.

7. **WAGES**

The weekly rates of pay for ordinary hours worked shall be increased by 3.5% from 22 September 1998 and by a further 3.5% from 22 September 1999. This increase is payable on all over-award payments.

The employees shall not be entitled to and the union and employees agree not to seek any further claims for

increased wages or conditions during the lifetime of the Agreement.

Wages rates pertaining to the agreement are set out in Appendix A.

8. NO DEMARCATION

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

For this 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.

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



9. REDUNDANCY

At some time there may be the necessity to reduce the number of employees, or to change the mix of skills as a result of restructuring or the introduction of new technology.

Under this Agreement, the Works Manager must present to a committee a recommendation of who should become redundant. Providing the committee is satisfied that the selection criteria was fair and reasonable then the proposed redundancy will occur.

The committee will consist of the site union delegate and co-delegate, the Works Manager and one other member of the management team. If the committee cannot agree then the dispute resolution procedure will allow for the Operations Manager and the BTPU official to make a recommendation for redundancy.

The following redundancy provisions will be applied

	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) 7 years and less than 8 years (over 45)	2.5 weeks for year of service following completion of year 1	20
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.

10.

FORKLIFT DRIVERS

This clause shall be binding on the forklift drivers who are employed in the following areas of pipes, lintels and slimbricks;

- (i) based on a weekly roster system, at the completion of their normal daily duties, the driver shall assist in the yard or as needed until 2.30 p.m. or the normal end of the day;
- (ii) forklift drivers are to check oil, grease and tyre pressure on their forklifts daily;
- (iii) forklift drivers are to clean their forklifts weekly;
- (iv) yard forklift drivers are to work broken shifts for the purpose of loading trucks. This will keep the yard open from 6.00 a.m. to 4.30 p.m.

EXTRA DUTIES

Employees working in the areas listed below agree to carry out the extra duties as defined:

Pipe Machine

- a) mixer operator to grease all extrusion machines during normal working hours;
- b) pipe machine forklift operator to check all operational driers daily.

Junction Stickers

Junction stickers to improve the finish on all fittings so that there is no need for further cleaning in the dry state.

Pipe Setters

Pipe setters are to clean all fittings as required.

Pipe Draggers

Pipe draggers to palletise 6 packs of pipes (150 x 1.5) per day when required.

Kiln Operators (Burners)

- a) burners are to keep the kiln area clean, including driving of the sweeper;
- b) to grease all equipment on the kiln, as required;
- c) to clean staff amenities on backshift, twice weekly.
- d) to clean and move the transfer car.

Grinding

Yard forklift to look after the fitting grinder operator.

Lintels & Slimbricks

Lintel and Slimbrick employees are required to clean the staff rooms and amenities in their area.

12.

GRIEVANCE 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:



1. 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.
2. 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.
3. Reasonable time limits must be allowed for a discussion at each level of authority
4. 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.
5. While a procedure is being followed, normal work must continue.
6. The employee may be represented by an industrial organisation of employees.

Procedure for a dispute between CSR and employees;

1. 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.
2. Reasonable time limits must be allowed for discussion at each level of authority.
3. While a procedure is being followed, normal work must continue.
4. 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.

13.

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; and
- (d) reflects the interests and desires of the parties.

Signed for CSR LIMITED

Andrew Gauci

Signature

ANDREW GAUCI

Name (please print)

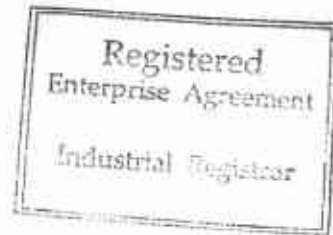
R. F. Rushton

Signature of Witness

R. F. RUSHTON

Name (please print)

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



J. Ryan

Signature

J. RYAN

Name (please print)



K Tapp

Signature of Witness

K. TAPP

Name (please print)

APPENDIX A

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

	AWARD RATE	PRESENT RATE	NEW RATE INCLUDING	
			3.5% Inc 22/9/98	3.5% Inc 22/9/99
DIVISION A	407.60	424.16	439.00	454.36
DIVISION B	420.30	440.15	455.55	471.49
DIVISION C	425.50	455.35	471.29	487.79
DIVISION D	437.50	473.05	489.60	506.74
Burner		483.70	500.63	518.15
DIVISION E	475.40	613.10	634.56	656.77
Leading Hand Burner		508.00	525.78	544.18
Leading Hand Fitter		693.25	707.51	732.27

Note: These rates contain over-award payments

