

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/248

TITLE: CSR Limited - Bathurst Plant Enterprise Agreement

I.R.C. NO: 99/4756

DATE APPROVED/COMMENCEMENT: 29 September 1999 and commenced 5 January 1999

TERM: 24 Months

NEW AGREEMENT OR VARIATION: New. Replaces EA 98/17.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of CSR Ltd - Bathurst plant in the occupations of Fitter, Fitter's Assistant and Electrician

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

**CSR LTD
BATHURST PLANT ENTERPRISE AGREEMENT 1999**

1 TITLE

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

2 ARRANGEMENT

| <u>Clause</u> | <u>Subject</u> |
|---------------|------------------------------|
| 1 | Title |
| 2 | Arrangement |
| 3 | Spirit of Agreement |
| 4 | Parties Bound |
| 5 | Date and Period of Operation |
| 6 | Relationship to Parent Award |
| 7 | Continuity of Production |
| 8 | No Demarcation |
| 9 | Grievance Procedure |
| 10 | Loading of Product |
| 11 | Quality Assurance - AS 3902 |
| 12 | Occupational Health & Safety |
| 13 | Hours of Work |
| 14 | Wages |
| 15 | Redundancy |
| 16 | Declaration |



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 recognises 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 and the Federated Brick, Tile & Pottery Union of Australia, New South Wales Branch, in respect of all employees employed at the Bathurst plant.

DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period to commence on or after the 5 January 199 and shall remain in force for a period of 2 years.

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 the Agreement. In the event of any inconsistency the terms of this Agreement shall prevail.

CONTINUITY OF PRODUCTION

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

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.

GRIEVANCE PROCEDURES

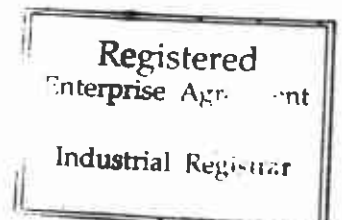
The procedure for the resolution of industrial disputation will be in accordance with the following:

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 drivers approved to do so by the company, outside normal working times or when busy, provided security and safety are assured.

11 **QUALITY ASSURANCE - AS/NZS 150 9002:1994**

As this plant strives to be a Quality Assured plant, employees will work and assist this process, including filing out of paper work as required and to develop measures and improved the process in their sections.

12 **OCCUPATIONAL HEALTH & SAFETY**

It is recognised that Occupational Health & Safety is an important part of our business at the Bathurst plant and management and all employees 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.

14 **WAGES**

The weekly rates of pay for hours worked shall be increased by 3% from the first pay period to commence on or after 5 January 1999 and a further 3% twelve months after that date.

Wage rates payable including the 3% increase are as set out in Appendix A. The increase is to apply to over-award payments.

15 **REDUNDANCY**

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 |

| | ENTITLEMENT IN WEEKS | |
|--|--|--|
| 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.

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.

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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.



Executed by the parties as an Agreement

Signed for **CSR LIMITED**

Bond

Witness

Paul

BRUCE SMALL

Name (please print)

LAURIE WADDELL

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

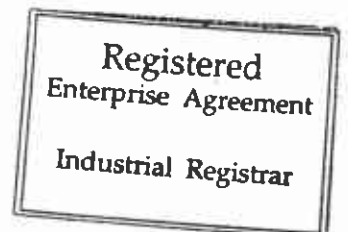
Witness

Witness

T. MELKSHAM

Name (please print)

Melksham



APPENDIX A

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

| | AWARD RATE \$ | PRESENT RATE \$ | NEW RATE INCL. 3% \$ | RATE PAYABLE AFTER 1 YEAR \$ |
|--------------------------|------------------------------|--------------------------------|-------------------------------------|---|
| DIVISION A .. | 419.60 | 436.46 | 449.55 | 463.04 |
| DIVISION B .. | 436.50 | 456.79 | 470.49 | 484.60 |
| DIVISION C .. | 449.50 | 472.20 | 486.37 | 500.96 |
| DIVISION D . | 464.50 | 489.96 | 504.66 | 519.80 |
| DIVISION E .. | 487.40 | 543.43 | 559.73 | 576.52 |
| Fitter's Assistant | 588.64 | 616.45 | 634.94 | 653.99 |
| Fitter | 616.45 | 634.94 | 653.99 | |
| Electrician | 616.45 | 634.94 | 653.99 | |

Note: These rates include over-award payments

