

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/303

**TITLE:** CSR Wunderlich - New South Wales - Enterprise Agreement 1999

**L.R.C. NO:** 99/5356

**DATE APPROVED/COMMENCEMENT:** Approved 1 November 1999 and commenced 30 March 1999

**TERM:** 30 March 2001

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the company engaged on work covered by the Roofing Tile Makers (State) Award at the company's production facility located at 10 Grand Avenue, Rosehill

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



# CSR WUNDERLICH - NEW SOUTH WALES - ENTERPRISE AGREEMENT 1999

## 1. TITLE

This agreement shall be known as the CSR Wunderlich - New South Wales - Enterprise Agreement 1999.

## 2. ARRANGEMENT

Clause No.	Clause Title
1.	Title
2.	Arrangement
3.	Parties & Persons Bound
4.	Application
5.	Relationship to Parent Award
6.	Period of Operation
7.	Negotiation of a Subsequent Agreement
8.	Project Agreements
9.	Classification Structure & Rates of Pay.
10.	Allowances
11.	Superannuation & Redundancy
12.	Training & Related Matters
13.	Clothing & Footwear
14.	Dispute Settlement Procedure
15.	Wage Records
16.	Payroll Deduction of Union Dues
17.	Savings
18.	Copy of Agreement
19.	Casuals, Labour Hire, Replacement Employees
20.	Union Meetings
21.	Right of Entry
22.	Previous Agreements
23.	Co-operative Work Practices
24.	No Extra Claims
25.	Sick Leave
26.	Notice of Annual Leave and Long Service Leave
27.	RDO's
28.	Wash up time
29.	Shift Arrangements
30.	Attendance Bonus
31.	Flexible Meal Breaks
Appendix A	Wage Rates
Appendix B	Clothing
Appendix C	Redundancy

Registered  
Enterprise Agreement  
Industrial Registrar

## 3. PARTIES AND PERSONS BOUND

This agreement shall be binding on:

- CSR Limited (Rosehill site), of Level 1, 9 Help Street, Chatswood, NSW 2067 (hereinafter referred to as "the company"),
- The Brick Tile and Pottery Union (hereinafter referred to as "the union") and
- All employees of the company who are members or eligible to be members of the union, whose employment is, at any time when the agreement is in operation, subject to the agreement.

## 4. APPLICATION

- 4.1 This agreement shall apply to all employees of the company engaged on work covered by the *Roofing Tile Makers (State) Award*
- 4.2 This agreement shall apply at the company's production facility located at 10 Grand Avenue, Rosehill.

5.

## RELATIONSHIP TO PARENT AWARD

This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the *Roofing Tile Makers (State) Award* (hereinafter referred to as "the award").

In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

6.

## PERIOD OF OPERATION

This agreement shall come into force from Mar 30, 1999 and shall remain in force until March 31, 2001.

7.

## NEGOTIATION OF A SUBSEQUENT AGREEMENT

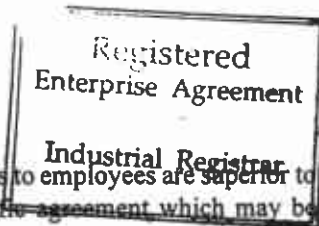
The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 4 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

Notwithstanding Clause 6, the terms and conditions of this agreement will remain in force until the agreement is replaced by a subsequent agreement.

8.

## PROJECT AGREEMENTS

Subject to the agreement of the parties, and provided that the conditions and benefits to employees are superior to those contained herein, this agreement may be over-ridden by any project specific agreement which may be applicable to work performed by employees covered by this agreement.



9.

## CLASSIFICATION STRUCTURE & RATES OF PAY

9.1 This agreement replaces the previous classifications and pay structures with a skills based pay structure. Any previous arrangement, not specifically mentioned in this agreement will be deemed to have been discontinued. Initially, the skills aptitude will be by assessment of the Production Manager or the Production Manager's delegate. Within 12 months, formal checklists of skills will be created for each recognised skill.

- 9.1.1 Checklists may be varied by the employer with 7 days written notice.
- 9.1.2 New skills may be added, with the skills weighting being determined by the Production Manager in agreement with the consultative committee.
- 9.1.3 Obsolete skills may be deleted with 7 days written notice. These employees will be offered priority training programmes to learn new skills. Until these training programmes are complete the employee will maintain their current skills point score. Should the employee refuse this training, or fail to satisfactorily complete a training programme, the company reserves the right to deduct points from the employee.
- 9.1.4 An employee's skills may be re-assessed for upgrading every three months or as mutually agreed.
- 9.1.5 Skills may be downgraded with 7 days written notice if an employee demonstrates a lack of skill.
- 9.1.6 Group 1 is the entry level for all employees. Any employee who has been on Group 1 for six months may be terminated with 28 days notice. Any employee in danger of being terminated as a consequence of this clause will be counselled 2 months prior to termination and again 1 month prior to termination in an effort to have the employee appropriately trained. Any employee employed prior to Mar 31, 1999 is exempt from this clause. Group 2 is the minimum standard all employees must achieve.
- 9.1.7 A Technician is a person who maintains and operates equipment. Technicians can perform operating duties. If an operator leaves the company they may be replaced by a technician.
- 9.1.8 Any skills recognised must be used when and where directed by the employer. An employee may

not "recant" skills in order to avoid following such directions. An employee may refuse to perform a task for which they have not been recognised.

9.1.9 Unskilled tasks, for example labouring, cleaning, sweeping and shovelling, are included in the wage rate, but not recognised separately.

9.1.10 In the first 12 months of the agreement, if the company fails to deliver the training, employees will be credited with the points until such time as they are given the opportunity to undertake the training.

9.2 In recognition of the measures contained in this agreement, all employees shall receive the following wage increases from the date specified:

DATE

March 30, 1999

PERCENTAGE WAGE INCREASE

*As described in appendix 'A'*

*Those who do not receive a pay increase under Appendix 'A' will receive \$12 p.w. in lieu of the next safety net adjustment*

March 31, 2000

*Group 1 and employees earning in excess of their classification:  
Nil except safety net adjustments awarded subsequent to March 31, 2000 and the expiry of the agreement or 3% which ever is lower.*

*All other categories 3%*

All of the above increases shall be cumulative.

9.3 During the term of this agreement a computer based pay system may be introduced.



10. **ALLOWANCES**

All expense and wage related allowances will be increased consistent with the increases contained in clause 9.

Allowances awarded to employees for special tasks, including but not limited to, Leading Hand and Special Allowances, will continue to be paid only whilst those employees are performing those tasks.

Any skill, recognised in the skills based wage structure, can not attract an additional allowance.

Except for those allowances specifically provided for in Appendix 'A', all other allowances are contained within the pay rate.

11. **SUPERANNUATION & REDUNDANCY**

11.1 Superannuation

The company shall be, and will remain so during the life of this agreement, a participating employer in the; *MPGH Superannuation or other company fund.*

The level of contributions paid on behalf of each employee shall not be less than the level set on the date of acceptance by a majority of employees.

All Superannuation contributions shall be paid monthly as required by the trust deed.

11.2 Redundancy

Redundancy payments will be made in accordance with Appendix C

12. **TRAINING AND RELATED MATTERS**

12.1 Vocational Training

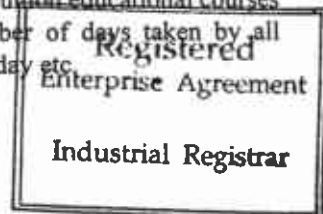
12.1.1 The parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce,
- (b) Maintaining a strong ratio of employees undertaking training at any one time;
- (c) Providing employees with the opportunity to acquire additional skills through appropriate structured training based on nationally endorsed competency standards and curriculum;

- (d) Actively encouraging employees to seek formal recognition of their skills (i.e. recognition of prior learning); and
  - (e) Using only those training providers accredited and acceptable to the parties.
- 12.1.2 The parties will consult on the development of training programs that are consistent with the following:
- (a) Training provided will be consistent with the company's business requirements, relevant to the work of the employees and consistent with the skill development of each employee. Training programmes will be agreed by the operations manager, or nominated person, and the employee. It will remain the responsibility of the company to ensure this training takes place. Failure to implement agreed training in the agreed period (one year unless otherwise stated) will result in relevant skills based point being awarded to the employee.
  - (b) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
  - (c) If an approved training activity is undertaken during ordinary working hours, the employee/s concerned shall not suffer any loss of pay.
  - (d) Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employer's option, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the company.
  - (e) The company will meet the cost of courses approved by the company.
  - (f) The company will not be asked to meet the costs of training undertaken by employees, which was not approved by the company.
  - (g) Employees in Group 1 or with the lowest benefit on the date of acceptance will be given priority in the first training plan.
- 12.1.3 Leave of absence granted pursuant to this clause shall count as service for all purposes of the award and this agreement.

12.2 Trade Union Training

By agreement, employees will be allowed, without loss of pay, to attend trade union educational courses conducted or approved by the employees' representatives. The total number of days taken by all employees will not exceed 5 per annum. e.g. 1 person x 5 days, 5 people x 1 day etc



13. **CLOTHING AND SAFETY FOOTWEAR**

- 13.1 Work clothing shall be supplied to all employees in accordance with Appendix B. Safety footwear will be supplied in accordance with the award.
- 13.2 No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 13.3 When requested by employees, the company shall supply sunscreen lotion and sun brims to fit over safety helmets.

14. **DISPUTE SETTLEMENT PROCEDURE**

- 14.1 Any dispute arising from clause 9 shall be discussed by a consultative committee. If required, the National Operations Manager will attend.
- 14.2 1. Disputes Procedure
  - (a) 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 levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purposes of each procedure.
- 2. Grievance Procedure
  - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance 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.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by the union.

**15. WAGE RECORDS**

The parties bound by the agreement will be allowed to inspect the company's time and wages records of its members during working hours not later than 48 hours from the time of request.

**16. PAYROLL DEDUCTION OF UNION DUES**

- 16.1 The company will, with the signed authority of the employee, make payroll deduction facilities for union contributions, including joining fees.
- 16.2 The amounts deducted will be forwarded monthly, together with all other information required to enable satisfaction of obligations under the Industrial Relations Act 1996.



**17. SAVINGS**

No employee will, as a result of the making of this agreement, suffer any loss of existing wages or other benefits to which the employee is entitled prior to the making of this agreement except where specifically provided for by this agreement.

Employees employed prior to the commencement of this agreement will not have their wage rates reduced.

**18. COPY OF AGREEMENT**

Each employee will be given a copy of this agreement.

**19. CASUALS, REPLACEMENT EMPLOYEES**

- 19.1 It is the company's intention to create a core workforce that is sized to manufacture enough product at the bottom of the housing cycle. Needs in excess of this minimum will be met through overtime and casual labour. The company will determine which method by assessing the skill requirements, safety and total cost to the business.
- 19.2 Casual loading, including Long Service Leave, Sick Leave and Annual Leave is 20%.

**20. UNION MEETINGS**

- 20.1 Employees will be granted up to 4 hours ordinary time annually to attend union meetings on site at a time mutually acceptable to all parties.
- 20.2 In addition, paid release will be granted to attend meetings arranged to consider and discuss issues arising from this agreement, and to develop a subsequent agreement on the site at a time mutually acceptable to all parties.

**21. RIGHT OF ENTRY**

Accredited representatives of the employees subject to this agreement shall be allowed the right to enter any place

or any premises where employees of the company are working for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or safety conditions or regulations. Accredited representatives will not be required to give any period of notice before exercising their right of entry, but will comply with the normal procedures relating to visitors to the site. Whenever possible, these activities will be undertaken in a way which does not interrupt the work process.

**22. PREVIOUS AGREEMENTS**

The terms and conditions of all previous certified agreements are deemed to be part of this agreement and are to be read in conjunction with this agreement except that where the terms and conditions of the previous agreements conflict with this agreement then this agreement will apply. Agreements not confirmed in writing are deemed not to have any affect.

**23. CO-OPERATIVE WORK PRACTICES**

During the life of this agreement, employees subject to the agreement will co-operate with the company to develop a multi-skilled workforce that ensures each person is, and is capable of, operating to the peak of their abilities. Issues that may be dealt with include:

- Working to the level of their skill and training.
- Learning all Operator functions within the tile plant.
- Undertaking training in maintenance functions
- Undertaking the acquisition of appropriate mobile handling equipment licences.
- Training maintenance personnel in the operation of manufacturing equipment.



**24. NO EXTRA CLAIMS**

The parties agree not to pursue any further claims in relation to matters contained within this agreement unless otherwise permitted by this agreement.

**25. SICK LEAVE**

Sick Leave is only payable on retrenchment, termination due to ill-health, or genuine retirement between the ages of 55 and 65 years of age.

**26. NOTICE OF ANNUAL LEAVE AND LONG SERVICE LEAVE**

Except in extreme circumstances (which will be determined by the employer), at least 28 days notice must be given for the taking of annual leave and long service leave. Under no circumstances can annual or long service leave be taken without written authorisation from the employer. Authorisation will not unreasonably be withheld.

**27. RDO's**

Every attempt will be made to allow employees to take their RDO's when they are due. If this is not possible, consultation will take place and then RDO's will be taken when directed by the employer on at least 14 days notice. RDO's may be banked or withdrawn as directed by the employer on at least 14 days notice. At the discretion of the employer, up to 10 days may be banked.

**28. WASH UP TIME**

Employees will work right up to finishing time and wash up in their own time.

**29. SHIFT ARRANGEMENTS**

Shifts will be worked on an afternoon / day rotating basis. By agreement between the parties, fixed day or afternoon

shifts may be worked. Permanent afternoon shift will attract a 15% shift loading. Day shift will not attract a loading. Where people are rotating between day afternoon shift they may agree to average this loading at 7.5 % per shift. The company has the right to add a third, night shift should it be required. A night shift will attract a 30 % loading. Again if the three shifts rotate the loading may be averaged at 15% per shift.

All shifts will attract a paid crib break with the exception of what is known to the company as normal day shift. Day shift will be defined for the purpose of clause 29, as any shift starting before mid day.

30.

**ATTENDANCE BONUS**

In addition to the specified pay rates, each employee will receive a \$33.00 bonus payment for each 2 pay weeks that the employee attends every rostered shift including pre-agreed overtime except for normal time absences of less than 2 hours in any one day.

31.

**FLEXIBLE MEAL BREAKS**

Employees will interrupt their meal breaks to maintain continuous production. Meal break entitlements may be split into smaller breaks to achieve this goal. The minimum meal break is 15 minutes. If the meal break does not exceed 15 minutes then it is deemed not to have been taken. Employees who do not get their meal break will be paid time and one half in lieu of the missed portion of their meal break.





**APPENDIX A WAGE RATES**

The following is the weekly rates of pay to apply during the life of the agreement

	AWARD RATE	RATE AFTER FIRST INCREASE	RATE AFTER SECOND INCREASE
	\$	30 March 1999 \$	30 March 2000 \$
Group 1	393.91	494.40	508.82
Group 2	417.02	522.50	538.08
Group 3	426.88	551.00	567.72
Group 4		579.00	596.98
Group 5		627.00	646.00
Group 6		703.00	724.28
Group 7		807.50	831.82
Group 8		893.00	919.98

Note: The above rates contain over-award payments

Registered  
Enterprise Agreement  
Industrial Registrar

**Skills Table**

Points	3	2	2	1	1
Skill	Clay Prep (inc. Loader)	Promix (POP Module)	Press	Glaze Set Up & testing	Setting
Points	1	1	2	6	1
Skill	Dragging	Forklift	Glaze Mixing	Kiln Op	Yard Procedures
Points	0.5	1	1	1	1
Skill	Ridge/Special Handling	Ridge Line Process Control	Acc Dryer Operation	Acc Glaze Set Up & testing	Acc Setting/ Dragging
Points	1	2	0.25	5	3
Skill	Special Manufacture	AS400 (Yard Functions)	Finger Car	Non-trades maintenance	Leader
Points	3	1	1	1	2
Skill	Trainer	Hard Facing	First Aid	Clay Tech 2	Clay Tech 4
Points	10	11	12	13	14
Skill	Trade Level I	Trade Level II	Trade Level III	Trade Level IV	Trade Level V
Points					0.25
Skill					Every completed 10 years of service



**Shift Allowances**

---

**Permanent Day Shift**

0% allowance

**Permanent Afternoon Shift**

15% of weekly wage calculated at 38 hours

**Permanent Night Shift**

30% of weekly wage calculated at 38 hours

**Permanent Rotating Shift - Day & Afternoon shift**

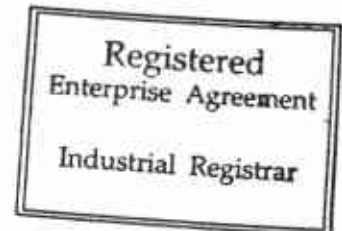
7.5% of weekly wage calculated at 38 hours

**Meal Allowance**

\$7.00 per meal

**Out of hours call out**

No call out allowance will be given, the inconvenience of call out procedures will be reflected in the points awarded to jobs requiring call out. Call out procedures will be detailed in specific job descriptions. All out of hours call out will attract a travel allowance of 0.66 \$/km



**Appendix C - Redundancy Agreement**

Name: \_\_\_\_\_

Please circle your selection

**You are entitled to either a windcheater jumper, jacket or BLUEY**

WINDCHEATER      JUMPER      JACKET      "BLUEY"

**You are entitled to either trousers or overalls**

1 of EACH      2 x TROUSERS      2 x OVERALLS

**You are entitled to either 1 hat or 1 cap**

HAT      CAP

**You are entitled to 2 shirts. Please indicate long or short sleeve**

1 Long, 1 Short      Both Long      Both Short

**In addition to these choices you will receive  
2 x T-SHIRTS**

**You may purchase additional clothing but it is not compulsory**

	Quantity	at
Windcheater		\$ 30.00
Jumper		\$ 40.00
Jacket		\$ 40.00
Shirt - Long Sleeve		\$ 22.00
Shirt - Short Sleeve		\$ 20.00
T-Shirt		\$ 12.50
Trousers		\$ 27.50
Overalls		\$ 35.00
Hat		\$ 15.00
Cap		\$ 10.50

Please make cheques payable to CSR Limited (No cash accepted)

If you would like the cost deducted from your wages please indicate here      YES / No

**TERMS & CONDITIONS**

This issue is instead of the current entitlement except for maintenance personnel who would only be entitled to an issue of trousers

No claim can be made in the future for the laundering of these items (current laundering of maintenance overalls would be increased to 4 pairs)

The wearing of the uniform would be compulsory and disciplinary action (subject to the usual counseling etc) would be appropriate for not wearing the uniform.

Those not in uniform will be sent home to dress appropriately without pay

The above represents an annual issue. If an employee's uniform (or any part of the uniform) is damaged or destroyed then the employee would have to replace at his/her own cost (work related causes excepted)

Compulsory uniforms will apply to all factory employees and those staff who wish to participate

Uniforms are on a trial basis for the first 12 months. A decision to continue uniforms will be taken after that period elapses

I accept the terms of this compulsory clothing issue.

Date:    /    /



---

## APPENDIX C - REDUNDANCY AGREEMENT

---

### **Selection**

- Step #1 Call for expression of interest from all employees with estimated numbers of redundancies required
- Step #2 Assess the interested parties on the basis of the skill profile required
- Step #3 Review list of acceptable employees with the union
- Step #4 Agree to final list of employees to be retrenched
- Step #5 Announce retrenchments

Whilst the aim of the process is to retrench employees for whom retrenchment is of little impact, the employer does not give up the right to make selection on the basis of skill and business need.

### **Compensation**

In addition to clause 25, 2.5 weeks for every year of service or part thereof, pro rata to the nearest month.

### **Notice**

Employees shall be paid 4 weeks pay in lieu of notice or given 4 weeks notice.

### **Negotiation**

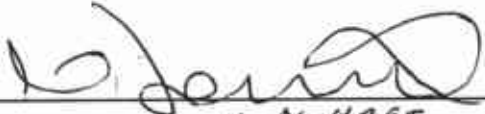
Compensation less than the specified amount may be negotiated for specific employees if it is in the interest of all parties.

### **Weekly Pay**


Weekly pay is defined as ordinary time and regular allowances including shift allowances.

<p>Registered Enterprise Agreement  Industrial Registrar</p>
--

Signed for and on behalf of  
**CSR LIMITED**

  
\_\_\_\_\_  
N. HART

Before

  
\_\_\_\_\_

Date

29/9/99  
\_\_\_\_\_

Signed for and on behalf of  
**THE FEDERATED BRICK, TILE AND  
POTTERY INDUSTRIAL UNION OF  
AUSTRALIA, NEW SOUTH WALES BRANCH**

  
\_\_\_\_\_  
T. MELKSHAM.

Before

  
\_\_\_\_\_

Date

24/9/99  
\_\_\_\_\_

