

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/296

**TITLE:** CSR Limited - Horsley Park Maintenance Enterprise Agreement

**I.R.C. NO:** 2001/5621

**DATE APPROVED/COMMENCEMENT:** 4 September 2001/4 July 2001

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/207

**GAZETTAL REFERENCE:** 9 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all permanent maintenance employees of the Horsley Park site

**PARTIES:** CSR Limited -&- The Australian Workers' Union, New South Wales

Registered  
Enterprise Agreement  
Industrial Registrar

1.

## TITLE

This agreement shall be known as the **CSR Limited - Horsley Park Maintenance Enterprise Agreement**.

2.

## ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Parties Bound
4	Spirit of Agreement
5	Date and Period of Operation
6	Relationship to Parent Award
7	Operational Flexibility
8	No Demarcation
9	Operating Machines
10	Meal Breaks
11	Contractors
12	Overtime
13	Machine Maintenance
14	Travel Allowance
15	Occupational Health and Safety
16	Quality Assurance
17	Commitment to Improvement and Measurement
18	Training
19	Team Responsibilities
20	Redundancy Provisions
21	Grievance Procedure
22	Wages
23	Declaration

3.

## PARTIES BOUND

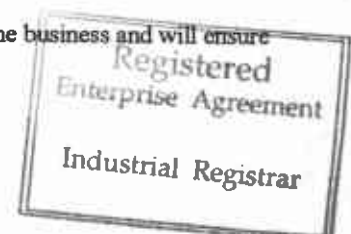
This agreement is between CSR Limited - Horsley Park (the Company) and the Australian Workers Union, New South Wales Branch (the Union) and the permanent maintenance employees of the Horsley Park site. This agreement does not cover contract maintenance personnel employed at the site.

4.

## SPIRIT OF THE AGREEMENT

This agreement has been reached through a consultative process involving the Company and the maintenance employees at the site.

- i) To co-operate to ensure the profitable, efficient and ongoing operations of the Horsley Park site.
- ii) To achieve our mission of providing the highest possible levels of customer service, support for 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 and personal responsibility by involvement 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 the business results. The employees agree to maintain the confidentiality of all business information.

- vi) All employees understand the need to ensure maximum flexibility in all tasks and operations. The only limitations on this will be the safety and skill levels of the employees.

## **5. DATE AND PERIOD OF OPERATION**

This agreement shall take effect from 4 July 2001, and remain in force for a period of two (2) years.

## **6. RELATIONSHIP TO PARENT AWARD**

The terms and conditions of the Metal Engineering and Associated Industries (State) Award shall continue to apply as applicable 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. OPERATIONAL FLEXIBILITY**

It is agreed that it is in the best interests of both the Company and all employees to maintain the greatest possible flexibility with regard to Company operations and to strive to ensure smooth and continuous supply of product to the customer.

Operational flexibility includes but is not limited to -

- i) staggered start and stop times to suit production;
- ii) provide shift cover on Public Holidays and Picnic Days;
- iii) flexibility in covering other shifts to best utilise the maintenance skills and minimise the use of contractual labour;
- iv) to work with production and other trades to minimise downtime, that is "all hands on the job";
- v) to work agreed extra hours during shut-down period;
- vi) to work a suitable level of overtime to maintain continuous operations;
- vii) to work a shift structure that would best suit the efficiencies of production. All employees will give a commitment that they will assist in establishing the most suitable shift coverage for production through a process of consultation.

## **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 Horsley Park 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.



9.

### OPERATING MACHINES

The maintenance employees agree to be trained on key site machines and equipment.

- i) Test running of machines after maintenance activities.
- ii) To cover non-attendance of a normal operator. The Company will endeavour to use normal operators on machines; however at times whereby a normal operator is not available, then the maintenance employee will be expected to operate the machine. All normal rates of pay will be maintained.
- iii) To run machinery in normal production times in conjunction with the BTPU operators to fault find.

10.

### MEAL BREAKS

Agree to stagger meal breaks to ensure that there is sufficient maintenance coverage of the plant during production.

Agree to carry out maintenance activities during the machine operators' meal break to minimise downtime.

11.

### CONTRACTORS

Contractors have historically been used at Horsley Park for specialty skill areas and to take on additional load duties as required. The maintenance employees agree to work along side any contractors, without prejudice, as required.

The company will give the commitment that preference for work will be given to a permanent maintenance employee if they have the suitable skills and experience over that of the contractor.

12.

### OVERTIME

The nature of maintenance activities at Horsley Park means that overtime is typically available but is not guaranteed.

The Company is committed to cost minimisation.

In situations where overtime is required, then it is at the Company's discretion to cover the work using available labour on site, whether permanent maintenance employee, contractors available on site at the time, or machine operators (subject to skills) in order to minimise the cost of overtime.

13.

### MACHINE MAINTENANCE

The Company is committed to multi-skilling its workforce.

The Company has embarked on a program of skilling the machine operators to carry out minor maintenance and adjustment as part of their normal machine operation. This will allow the maintenance team to be better used on activities that require a skilled tradesman.

The maintenance team members are to assist with the skilling of machine operators in the basic adjustments and minor maintenance activities when called upon.



14.

#### TRAVEL ALLOWANCE

The Company will pay a daily travel allowance to those covered by this agreement equivalent to that paid to other employees on the site.

15.

#### OCCUPATIONAL HEALTH AND SAFETY

It is recognised that Occupational Health and Safety is paramount to good business practice at Horsley Park and that management and ALL employees work to achieve all site and statutory standards of health and safety.

It is agreed by the parties that the Horsley Park site will be a non-smoking area.

16.

#### QUALITY ASSURANCE

The Company is currently implementing Quality Assurance throughout the sites so as to remain customer focussed.

A commitment is given by all employees to be part of this program.

This will involve, but is not limited to, some operators;

- filling out paperwork;
- helping to develop written procedures;
- being a part of team improvement.

17.

#### COMMITMENT TO IMPROVEMENT AND MEASUREMENT

The Company is committed to customer focus and improvement of the business and product quality through performance and measurement.

Likewise, a commitment is given by employees to embrace these concepts and be active in assisting measurement of all parts of our process and to quality.

18.

#### TRAINING

The Company is committed to providing employees with every opportunity to further their skills and develop their careers. The Company will encourage and support employees to further their training and education, and will provide specific training programs to assist. These programs will be concentrated on customer service, plant reliability, quality management, technical and product application knowledge.

1.

##### External Training

Training that is relevant to the business will be supported by the Company. All text books and course fees shall be paid for by the Company as detailed in the CSR Personnel Policies and Procedures Manual.

Agreed seminars, short courses and personal development courses will be paid for by the Company.

New employees coming into Horsley Park will experience a suitable induction and orientation period designed by the present employees and their support team.

All Company-paid external training is at the discretion of the site manager.

2.

##### Internal Training

Registered Enterprise Agreement  Industrial Registrar
--

There is a commitment by both the Company and its employees to multi-skilling and training of employees.

Opportunities for up-skilling will be provided where practicable and at the discretion of the needs of the business, to enable employees to develop more skills necessary for progress through higher classifications.

Skills will be competency based, consistent with the business needs and enhance the development for the productive and harmonious working relationship whilst striving for maximum job satisfaction and security. For internal skills a competency-based test will be developed by the Consultative Committee and will be carried out annually by a suitable skilled employee and a support staff member.

During the life of this agreement the present multi-skilling payment and structure will remain in place. However a commitment is made to examine the current system and introduce changes that will improve the multi-skilling system.

Changes to the multi-skilling system will not increase the overall payroll level. Any changes to the current system will be facilitated by the consultative committee.

3. Skills-based Training

All operators who undertake skills-based training (e.g. Email courses) will be expected to use these skills to complement their operational duties.

4. Multi-skilling Grading System

Throughout the life of this agreement the Company and maintenance team will give a commitment to develop a reward-based multi-skilling system for consideration in the next Enterprise Agreement upon termination of the current agreement.

19.

### RESPONSIBILITIES

Everyone in the Company understands that the operation of teams is fundamental to the success of this business. The prime responsibility of each team is to deliver quality products and services without defects.

A defect is defined as any waste, non-155-quality product, packaging errors, delivery errors, information errors, etc.

Each team will understand who its internal and external customers are and what is important to them. Furthermore, each team will display their current KPI's (Key Performance Indicators) reflecting the services they give their customer.

20.

### REDUNDANCY PROVISIONS

Payment for employees who are made redundant shall be as follows

	ENTITLEMENT IN WEEKS	
	<u>Under 45 Years</u>	<u>Over 45 Years</u>
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 less than 8 years		20
8 years and over		2.5 weeks for each year of service following completion of year 1

Registered  
Enterprise Agreement  
Industrial Registrar

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 16 and 20 weeks which appear above.

## 21. GRIEVANCE PROCEDURE

### These procedural steps are:

*Procedure in relation to a grievance of an individual employee*

- a) The employee is required to notify (in writing or otherwise) CSR as to the substance of the grievance, and request a meeting with CSR for bilateral discussions and state the remedy sought.
- b) 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.
- c) Reasonable time limits must be allowed for a discussion at each level of authority.
- d) At the conclusion of this discussion, CSR must provide a reasonable 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 an industrial organisation of employees.
- g) If the grievance is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

### Procedure for a dispute between CSR and employees:

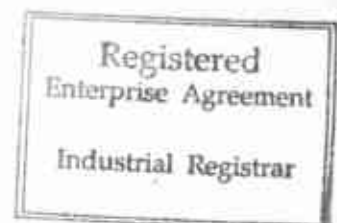
- a) A question, dispute or difficulty must initially be resolved as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b) Reasonable time limits must be allowed for discussion at each level of authority.
- c) While this procedure is being followed, normal work continue.
- d) 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.
- e) If the dispute is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

## 22. WAGES

Under the terms of this agreement the wage rates including over-award payments will be increased as follows -

- 4% from 4 July 2001
- 4% from 4 July 2002.

New wage rates pertaining to these increases are set out in Schedule 'A' attached.



The employees shall not be entitled to, and agree not to, seek any further claim for increased wages and conditions during the lifetime of the agreement.

23.

### DECLARATION

The parties declare that this Agreement:

- i) is not contrary to public interest;
- ii) is not unfair, harsh or unconscionable;
- iii) was at no stage entered into under duress; and
- iv) reflects the interests and desires of the parties.

Registered  
Enterprise Agreement  
Industrial Registrar



Signed for CSR LIMITED

*Andrew Gaudi*  
Signature

ANDREW GAUDI  
Name (please print)

*[Signature]*  
Signature of Witness

R F RUSSELL  
Name (please print)

Signed for the AUSTRALIAN WORKERS UNION NEW SOUTH WALES BRANCH

Signature

*R Sparkes*  
Name (please print)  
RAY SPARKES

Signature of Witness

*[Signature]*  
Name (please print)  
B DUNCAN.

Registered  
Enterprise Agreement  
Industrial Registrar

## APPENDIX A

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

	AWARD RATE	CURRENT RATE	4% INCREASE 4 July 2001	4% INCREASE 4 July 2002
	\$	\$	\$	\$
DIVISION A	492.20	590.72	614.35	638.92
DIVISION B		601.35	625.40	650.42
DIVISION C		611.39	635.85	661.28
DIVISION D		624.39	649.36	675.33

The above rates are based on the following percentages:

Division A 100%  
Division B 101.8%  
Division C 103.5%  
Division D 105.7%

Registered  
Enterprise Agreement  
Industrial Registrar