

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/185

TITLE: CSR Limited - Maitland Enterprise Agreement 2003 - 2006

I.R.C. NO: IRC4/3207

DATE APPROVED/COMMENCEMENT: 11 June 2004 / 14 November 2003

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA 98/142

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of CSR Limited located at Metford Road, East Maitland, NSW 2323 who fall within the Brick and Paver Industry (State) Award

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

CSR LIMITED MAITLAND ENTERPRISE AGREEMENT 2003 - 2006

1. Title

This agreement shall be known as the "CSR Limited - PGH Maitland Production Workers Enterprise Agreement 2003 - 2006"

2. Arrangement

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3. Object of Parties

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for working arrangements, which improve the productivity of the PGH Maitland plant, enhance job satisfaction and assist positively towards ensuring that CSR Limited becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- a) the development and maintenance of the most productive and harmonious working relationship obtainable;
- b) non competing work teams with a commitment to Safety, Quality, Measurement (such as KPI's), Flexible Learning and Continuous Improvement;
- c) commitment to improvement of the business, product quality and embrace a self-monitoring workforce through training and appropriate measurement.
- d) commitment to the highest possible safety standards.

4. Parties Bound

This agreement shall be binding upon CSR Ltd in respect of its PGH Maitland site and the Federated Brick, Tile and Pottery Union of Australia NSW Branch in respect of production employees employed at Maitland site.

5. Date and Period of Operation

This agreement shall take effect from 14 November 2003 and will remain in force for a period of three years.

6. Relationship to Parent Award

The terms of the Brick and Paver Industry (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 as set out in Schedule 3. Under the terms of this agreement wage rates and bonus payments will be increased as follows:

- 4% from the first pay period commencing on or after 14 November 2003
- 4% from the first pay period commencing on or after 14 November 2004
- 4% from the first pay period commencing on or after 14 November 2005

The hourly rates stated on all letters of offer are inclusive of all allowances except leading hand allowances.

8. Redundancy

Redundancy provisions will be in accordance with Schedule 1.

9. Occupational Health and Safety

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

It is agreed that all employees of the Maitland site will commit to ensuring that the highest standards for Occupational Health and Safety are implemented with the assistance of all employees. This includes but is not limited to commitment to wearing of appropriate personal protective equipment including the wearing of High Visibility clothing, hard hats and safety glasses on site.

The Company shall provide all appropriate protective clothing and safety equipment.

The site has a Safety committee (SIT team) who assist with responsibility of ensuring the Health and Safety of all on site. The SIT team make decisions on behalf of employees after appropriate consultation and therefore employees must adhere to decisions made by the SIT team.

It is agreed that employees will ensure that this team has representation from all workgroups on site to be part of the SIT team.

It is agreed by the parties that the Maitland site will be a non smoking area.

The Company is determined to eliminate risks/hazards in the workplace. It continues implementation of the CSR SHE (Safety, Health & Environment) System.

This program is mandatory and will require the full support of all Employees.

Examples of employee requirements will involve but may not be restricted to:

Involvement in Safety Improvement teams/Safety Committees;

Conducting Safety audits - Safe acts audits;

Housekeeping to set standards;

Reporting of all Hazards/incidents via appropriate documentation eg.. Risk assessment sheets, Maintenance requests etc.

Identifying solutions; and

Provide positive reinforcement through total compliance to all SHE policies & procedures

10. Loading of Product

It is agreed that self loading of trucks can take place by truck drivers approved to do so by the company (CSR). Any such driver will be required to hold the appropriate licenses and conform to all safety policies of the company. The primary function of this clause is to increase our market share both local and interstate by providing superior customer service at no extra cost to the company (CSR) and in no way designed to erode the existing working conditions of our employees. The approved truck drivers will self load only if the yard forklift driver is unavailable due to loading another vehicle or has finished his shift.

11. Shift Roster

All shift arrangements and structures will continue to be reviewed with the aim of improving operational efficiency or product quality on an ongoing basis through the Business Improvement Team with the view to identify and implement new structures that are equitable to both the company and employees. Current rosters included in schedule 3 attached.

12. Training

The company is committed to providing employees with every opportunity to further their skills and personal development. The company will encourage and support employees to further their training and education. Support will be provided as long as the course has relevance to the employees work.

13. Commitment to Continuous Improvement, Multi -Skilling, Product Quality and Measurement.

THIS WILL BE KNOWN AS MAITLAND BUSINESS IMPROVEMENT TEAM

The company has a commitment to improvement of the business and product quality incorporating the formation of self-monitoring teams, training, multi-skilling and empowerment of our workforce. Like wise a commitment is given by the employees to embrace these concepts to develop and maintain appropriate measures in partnership with the company. Job descriptions and operating procedures will also be developed which will require assistance from employees. Appropriately trained employees will sign off Job descriptions.

The parties are committed to jointly developing and reaching agreement through the Business Improvement Team on set of KPIs for the site.

Once agreed, the parties will analyse, monitor and review the KPIs with a view to the company, the unions and all employees coming to a real appreciation of the appropriateness and value of the KPIs.

The information gained from this process will be used as a basis for the attachment of rewards to KPIs in the next Agreement.

14. Grievance Procedures

In the event of any dispute/grievance occurring with respect to the implementation of this agreement, the matter shall be dealt with pursuant to the following procedure:

- a) The employee shall contact the supervisor/team leader to discuss the problem in an earnest attempt to resolve it. (with or without a union delegate as the employee elects).
- b) If unresolved, the supervisor/team leader shall refer the matter to the Manager of the relevant section for further discussions to seek a solution. (with or without a union delegate as the employee elects).

- c) If still unresolved, the Works Manager along with the relevant union organiser shall discuss the matter.
- d) If the matter is still not settled at stage III. As outlined above, the State Secretary of the Union will be advised. If he/she considers it necessary, additional assistance will be provided to settle the matter. The company Company may notify and/or involve it's Industrial Relations department at this stage.
- e) If stage IV. If unsuccessful it is agreed that the matter will be referred to the Industrial Relations Commission of NSW for conciliation or arbitration.
- f) No strike action or other punitive measures will be implemented for at least seven days during this dispute settlement procedure.
- g) Without prejudice to either party and except where a bona fide Health and Safety issue is involved, work shall continue while matters in dispute are being dealt with in accordance with these procedures.

Both parties, subject to their right of appeal, agree to abide by the Australian Industrial Relations Commission decision of the Industrial relations Commission of New South Wales.

15. 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
- iv) reflects the interests and desires of the parties.

16. Shift Allowances

Shift Allowance for employees working 12 hour rotating day/night shift system, Monday to Friday will be as follows:

10% per shift from 14 November 2003

12.5% per shift from 1 May 2004

15% per shift from 1 May 2005

Shift allowance for workers working an afternoon shift will be as follows:

10% per afternoon shift from 14 November 2003

12.5% per afternoon shift 1 May 2004

15% per afternoon shift from 1 May 2005

The percentage will be paid on the ordinary time rate of pay (excluding bonus).

17. 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) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

18. Salary Sacrifice of Superannuation Contributions

- a) Remuneration payable under 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 as appropriate. 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.

19. No Extra Claims

All parties agree that no extra claims will be sought or granted during the life of the agreement

Executed by the parties as an Agreement

Signed for and on behalf of
CSR LIMITED

Signature

Peter Baker
Name
Date 08 / 04 / 04

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

T Melksham
Signature
Name
Date 29 / 03 / 04

SCHEDULE ONE

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) 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 per year 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. A weeks pay shall be as defined in the award under Clause 1.5.6 Ordinary Wage.

Sick Leave. Untaken sick leave in excess of 125 hours to a maximum of 250 hours will be paid to an employee who is made redundant. This provision to be reviewed during negotiations for the next agreement.

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.

SCHEDULE TWO

Rates of Pay

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Following are the rates of pay which will apply for the duration of the agreement -

	CURRENT RATE	RATE FROM 14/11/03	RATE FROM 14/11/04	RATE FROM 14/11/05
	\$	\$	\$	\$
DIVISION A (classers)	555.02	577.22	600.32	624.34
DIVISION B	561.84	584.29	607.66	631.98
DIVISION C	574.98	597.97	621.87	646.76
DIVISION D	596.65	619.47	644.25	670.02
BURNERS	975.33	1014.37	1054.95	1097.13
BURNERS O/Time	16.224	16.873	17.548	18.250
LEADING HAND allowance/wk	57.68	59.987	62.386	64.882

These wage rates include over-award payments and the increases have been paid on those over-award payments.

SCHEDULE 3

Work Practices

- a) Two teams of 6 people will work an 11 hour shift per day on a four shifts on - four shifts off roster from 6:00am to 5:00pm.
- b) A total of 60 minutes of each shift may be arranged in any manner by the team leader for the purpose of taking meal breaks and tea breaks, provided that no person is required to work for more than 5 hours without a break of at least 20 minutes and that production does not cease.
- c) Pays will be averaged over an eight week cycle. Normal time will be paid Monday to Friday. Saturdays will be paid at time and one half and Sundays will be paid at double time. Average hours in excess of 38 will be paid at the appropriate penalty rate.
- d) Annual leave entitlements for 4 on 4 off shift workers is 190 hours per year. Employees are to nominate a choice of receiving the 5th weeks annual leave as entitlement or direct pay in lieu of accrual.
- e) Public holidays will be paid to all persons who are rostered off on the holiday at 7.6 hours of their base 38 hour rate. Public holidays will be worked where required by the company.
- f) Overtime will be worked at time and one half for the first hour only and double time thereafter, Monday to Friday and double time on Saturday or Sunday. Overtime will be calculated on the base 38 hour rate.
- g) Sick leave is 64 hours per year. Sick leave will be paid at the base 38 hour rate.
- h) Annual leave is 152 hours per year and will be paid at the average rate.
- i) No Change will be made to the roster or any of the arrangements in a) & b) above without a minimum of four weeks notice.
- j) Burners agree to keep areas under and around the setter clean between the hours of 6pm to 12 midnight.
- k) Team leaders agree to have themselves multi-skilled on the setter and will assist in training for all other employees to become multi-skilled in all other areas.
- l) Call in time for employees absent due to illness will be within one hour of the commencement of the shift.

Sorting

- a) Manual classing will be carried out on Saturdays at an overtime rate of \$24.70 per thousand bricks sorted (from the first pay period commencing on or after 14 November 2003).
- b) Tally during weekdays will be 20 (600) pallets.
- c) Employees currently sorting more than the 20 (600) pallets are required to maintain the same level as previous to this agreement.
- d) Hours of Employment are 5.30am till 1.20pm. A strict 20 minute meal break will be taken at 9.00am.
- e) Rumbled bricks sorted on rumble machine are paid as per sorting from the floor. No waste to be paid.
- f) Staff employees are allowed a maximum of 2 hours on any 1 day to relieve yard forklift duties.
- g) Sorters required to relieve yard forklift duties are to be paid 3 (600) pallets per hour until average tally is reached. After this time overtime rates will apply.

- h) The current practice of "Do & Go" will cease to operate when the robots are palletising at least 80% of product capable of robotic sorting for a period of at least 7 days. This does not include products such as wetpress or fired rumbled bricks which are currently sorted by hand.
- i) Persons required for robot training prior to the ceasing of "Do & Go" shall be paid at the bonus rate of 3 pallets per hour when not classing. The "Do & Go" finishing time of 11.30am only applies to employees physically sorting the full tally of 12000 bricks or more. Starting time is currently 5.30am however there may be a need to change starting times due to available daylight and safety / quality concerns.
- j) When the robots are ready for operation, 2 teams of 4 people will join the production team on the 4 on 4 off shift pattern (as per 1. Green Production of attachment 1 above)
- k) All sorting bonuses are calculated on full pallets not packs and payments are not made for wastage.

Future Changes

Changes may be necessary in the future depending on market demands.

These would be based on business needs. A consultative approach would be adopted and flexibility demonstrated to allow for mutual benefit wherever possible.