

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/308

**TITLE: CSR Limited - PGH Maitland Maintenance and Engineering
Workers Enterprise Agreement 2003 - 2006**

I.R.C. NO: IRC4/6303

DATE APPROVED/COMMENCEMENT: 5 November 2004 / 14 November 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Maintenance and Engineering employees employed by CSR Limited, at the Maitland Site, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: CSR Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

CSR LIMITED - PGH MAITLAND MAINTENANCE AND ENGINEERING WORKERS ENTERPRISE AGREEMENT 2003-2006

1. Title

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

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Object of Parties
4.	Parties Bound
5.	Date and Period of Operation
6.	Relationship to Parent Award
7.	Wages
8.	Redundancy Clause
9.	Occupational Health and Safety
10.	Shift Roster
11.	Training
12.	Commitment to Improvement, Multiskilling, Product Quality and Measurement
13.	Grievance Procedure
14.	Contractors
15.	Shift Allowance
16.	Anti-Discrimination
17.	Salary Sacrifice
18.	Right of union entry
19.	No extra claims
20.	Declaration

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 (1) CSR Ltd in respect of its PGH Maitland site and the (2) AMWU & (3) Electrical Trade Union of Australia NSW Branch in respect of (4) Maintenance & Engineering employees employed at the Maitland site.

5. Date and Period of Operation

This agreement shall take effect from the 14 November 2004 and will remain in force until a nominal expiry date of 14 November 2006.

6. Relationship to Parent Award

The Metal, Engineering & Associated Industries (State) Award and the Electricians, &c. (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 First Aid

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 parties on 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 will 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 the parties 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. 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 2 attached.

11. 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.

12. 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. The maintenance crew will also be committed to be trained and operate machinery when required to suit business needs in consultation with the supervisor and employees. 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.

All Trades will be committed to completing Preventative maintenance tasks as per the yearly schedule which involves working overtime and having flexible start and finish times to suit business and employees needs, and to complete preventative and breakdown tasks.

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

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

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

13. 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) while the other employees in the work group continue working.
- (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). The issue must be given to the Manager in writing to avoid any misunderstandings.

- (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 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) Without prejudice to either party and except where a bona fide Health and Safety issue is involved, work shall continue without industrial action 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.

14. Contractors

Contractors will be used on site to suit business needs and peak work loads in consultation with employees at applicable site rates for classification.

15. Shift Allowances

Shift Allowance for employees working 12 hour rotating day/night shift system and afternoon shift will be 15 %.

16. 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

17. 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), 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.

18. Right of Entry

Union officials are allowed entry, giving reasonable notice for legitimate union Business to talk to members or potential members

19. No Extra Claims

This agreement is in full settlement of all claims raised by the parties. The parties agree to pursue no further claims for the duration of the agreement.

20 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.

Executed by the parties as an Agreement

Signed for and on behalf of
CSR LIMITED

Signature

Name

Date

Signed for and on behalf of the
AUSTRALIAN MANUFACTURING
WORKERS UNION

Signature

Name

Date

Signed for and on behalf of the
ELECTRICAL TRADES UNION OF
AUSTRALIA, NEW SOUTH WALES BRANCH

Signature

Signature

Date

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 is 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 2

Work Practices

- (a) 2 fitters on day work 6am to 2.45pm Mon to Friday 5 days a week
 - 1 Fitter on afternoon shift Mon - Thur 2pm to 10pm
 - Frid - 12pm to 8 pm
 - 2 Fitters shiftwork 4 on 4 off Mon to Thur 10am to 10pm
 - Frid - 8am to 8 pm
 - Sat to Sun - 5am to 5 pm

2 Electricians shiftwork 4 on 4 off Mon to Frid 6am to 6pm

Sat to Sun - 5am to 5 pm

1 Trades Operator 5 days Mon to Frid 4pm - 12 pm

Note - For 12 hour shift workers standard hours of work is 11hrs per day with the option of working the last 1 hour at overtime rates.

- (b) A total of (60 minutes for shift workers and 50 min for day workers) of each shift may be arranged in consultation with employees by the team leader/supervisor 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. For shift workers (12 hr shift arrangement) any overtime worked Monday to Friday will be at 1.5 times for first hour and double time thereafter. And all overtime on the weekend is at double time.
- (d) Annual leave entitlements for 4 on 4 off shift workers are 190 hours per year. Employees are to receive the 5th week annual leave as entitlement.
- (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 for day workers and afternoon shift Monday to Saturday the first two hours worked are at time and a half and thereafter double time. Sunday is all double time.
- (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 with consultation of employees.
- (j) Call in time for employees absent due to illness will be within one hour of the commencement of the shift.

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.

SCHEDULE 3

Rates of Pay

The following are the rates of pay that will apply for the duration of the agreement.

	CURRENT RATE	RATE FROM 14/11/03	RATE FROM 14/11/04	RATE FROM 14/11/06
	\$	\$	\$	\$
ELECTRICIAN	739.86	769.45	800.23	832.24
FITTER	666.71	693.37	721.11	749.95

