

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/130**

**TITLE:      CSR Limited - Cecil Park Enterprise Agreement 2000**

**I.R.C. NO:**                      00/1841

**DATE APPROVED/COMMENCEMENT:** 9 May 2000

**TERM:**                                      17 March 2002

**NEW AGREEMENT OR  
VARIATION:**                      New - Replaces EA98-141

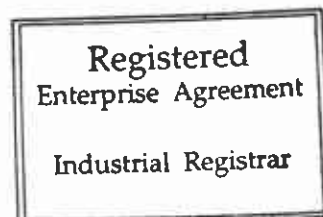
**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      12

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:**      Applies to all production employees engaged at the Cecil Park Site

**PARTIES:**      CSR Limited -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch)



## 1. Title

This agreement shall be known as the "CSR Limited - Cecil Park Enterprise Agreement 2000".

## 2. Arrangement

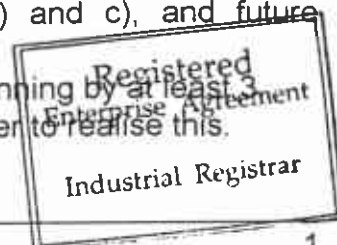
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## 3. Object of Parties

It is objective of the parties to this Agreement to implement workplace practices so as to provide for working arrangements which improve the productivity of the Cecil Park 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:

- the development and maintenance of the most productive and harmonious working relationship obtainable;
- non competing work teams with a commitment to Quality, Flexible Learning and Continuous Improvement;
- commitment to improvement of the business, product quality and embrace a self-monitoring workforce through training and appropriate measurement.
- that personnel absenteeism and product quality complaints against this site be used as performance measures for the above a), b) and c), and future Enterprise Agreement negotiations.
- Productivity improvements in the yard will result in demanning by at least 3 personnel. Management and employees will work together to realise this.



#### **4. Area, Incidence and Parties Bound**

This agreement shall be binding upon CSR Limited in respect of its Cecil Park site and The Construction, Forestry, Mining & Energy Union of Australia NSW Branch (the "Union"), in respect of production employees employed at Cecil Park Site (the "Employees").

#### **5. Date and Period of Operation**

This agreement shall take effect from the first pay period commencing on or after ~~17~~ March 2000 and shall remain in force until 17 March 2002.

#### **6. Relationship to Parent Award**

The terms of the Brickmakers and Assistants (State) Award (the "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 inconsistency, the terms of this Agreement shall prevail.

#### **7. Wages**

- 7.1 Wage increases will be applied at the rate of 5% from the first pay period commencing on or after 17 March 2000.
- 7.2 A further increase of 4% shall apply from the first pay period commencing on or after the 17<sup>th</sup> March, 2001.
- 7.3 Employees shall not be entitled to and the Unions and Employees agree not to seek any further claim for increased wages or conditions during the lifetime of this agreement.

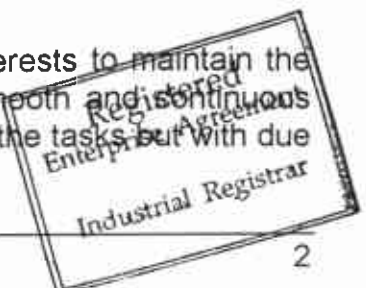
#### **8. Redundancy**

Redundancy provisions will be in accordance with Schedule 1.

#### **9. Operational Flexibility**

Overtime, when required, will be offered to the employees who normally work in a particular area before it is offered to a trained person outside that area. This in no way restricts the use of trained people from one area to another area on site.

The company and employees agree that it is in both their interests to maintain the greatest flexibility with regards to the operation to ensure smooth and continuous supply of product to the customer. This is without limitation to the tasks but with due



consideration to safety and the skill levels that employees have obtained. The spread of normal hours will be extended from 6am to 6pm.

### 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) between the hours of 6pm and 6am. 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 is it designed to erode the existing working conditions of our employees.

### 11. Public Holiday

All employees have a commitment to maintain normal kiln push rate over a week's production, and when a public holiday, the overtime rate of pay shall be at double time for any overtime worked plus the paid day in lieu of the public holiday.

The Christmas and New Year period is not included in this commitment. However in extreme circumstance employees may be asked to work.

### 12. Shift Roster

All shift arrangements and structures will 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 identifying and implementing new structures that are equitable to both the company and employees.

### 13. Skills Matrix

The Cecil Park Production facility consists of five (5) areas; Clay Preparation, Factory 1, Factory 2, Yard and Kiln. Each of the five areas are broken down into specific work sections. These areas and sections are described in the skills matrix below.

Clay Preparation	Factory 1	Factory 2	Yard	Kiln
Raw Materials FEL Dump truck Water truck Production FEL F1 Wet Pan F2 Crusher	F1 Extruder F1 Setter	F2 Extruder F2 Setter	F1 Unloading F1 Loading F2 Unloading F2 Loading	Kiln 1 Kiln 2 Kiln 3

Each of the sections within an area require operators to be trained in all aspects of operation, safety and quality which can be demonstrated by a site specific competency test.



Production employees will be classified as follows:

A	General Hand	An employee who cannot operate a work section without support.
B	Machine Operator	An employee who has demonstrated the competency to operate a work section.
C	Skilled Machine Operator	An employee who has demonstrated the competency to operate in two work areas.
D	Highly Skilled Operator	An employee who has fulfilled the requirements of a Skilled Machine Operator and has completed a site approved training course.
E	Trade Qualified Operator	An employee who has demonstrated the competency to operate in two areas of plant and has completed certificate/trade qualification which is relevant to the operation of the site.

#### 14. Meals

Where an employee has to work back for more than four (4) hours beyond normal finish time without notice, a meal will be arranged by the company. Where this is not practical, appropriate alternate arrangements, such as leaving the site to purchase a meal, shall be arranged through the appropriate person in authority at that point in time. The intent of this provision is to cover exceptional circumstances. This provision operates in conjunction with the meal allowance provision of the Brickmakers and Assistants (State) Award.

#### 15. Shift Allowance

It is agreed that shift allowances will be increased by the same percentage as wages are increased in this Agreement.

#### 16. Sick Leave

It is agreed that employee and Company representatives will continue to discuss and implement, where agreed, measures designed to reduce the level of absenteeism due to sick leave. Any agreed measure involving incentive payments must be at least cost neutral to the Company.

#### 17. Dust Reduction Improvement Team

Both the Company and its employees are committed to improving the work environment at the Cecil Park site. It is agreed by the parties that an improvement team will be formed to examine, recommend and implement dust reduction measures in the workplace. All employees will comply with agreed improvement initiatives.



## 18. Quality Monitoring

It is agreed that the company employees will perform quality tests as part of their work duties, and record the test results on work sheets provided, and ensure that any quality signs in their area are maintained in good condition.

The list of duties are specified in areas:

### *Front-end loader operator:*

Stockpile test patties - operator to make up sample patties and fire in the lab kiln, with each new stockpile of material arriving on-site.

### *Crusher Operator:*

Stockpile Labelling - operator to keep stockpile signs readable

Moisture Content - operator to take sample from each ground stockpile and measure and record the % moisture content on the work sheet provided, and make a test pattie and fire it in the lab kiln.

Particle size - operator to take sample from each ground batch and measure and record the 600 mesh weight on their work sheet.

### *Extruder Operator:*

Moisture Content - operator to take brick off the line and measure and record the % moisture.

Brick Dimensions - operator to take brick off the line and measure and record the brick dimensions.

Particle size - operator to take sample off the column and measure and record the particle size distribution.

### *Setting Machine Operator*

Moisture Content - operator to take brick off the line and measure and record the % moisture.

Brick Dimensions - operator to take brick off the line and measure and record the brick dimensions.

### *Yard Operators:*

Marking of Top & Bottom Packs - operator to clearly mark the top and bottom packs with black marker pen or black crayon.

Brick Dimensions - a designated yard operator is to measure brick dimensions and record the results on their work sheet.

### *Shift Leaders:*

Shift Leaders are to continue to organise cover for operators away on sick leave, and also collect, check and sign off that all production sheets have been completed correctly. These are to be then forwarded on to the PRODUCTION MANAGER.

## 19. Grievance Procedure



The procedure for the resolution of any industrial dispute will be in accordance with section 185 of the Industrial Relations Act 1991. These procedural steps are:

1. The employee is required to notify (in writing or otherwise) CSR as to the substance of the grievance, request a meeting with CSR as to substance of the grievance, request a meeting with CSR for bilateral discussions and state the remedy sought.
  2. 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.
  3. Reasonable time limits must be allowed for a discussion at each level.
  4. 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.
  5. While a procedure is being followed, normal work must continue.
  6. The employee may be represented by an industrial organisation of employees.
- b) Procedure for a dispute between CSR and employees:
1. 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.
  2. Reasonable time limits must be allowed for discussion at each level of authority.
  3. While a procedure is being followed, normal work must continue.
  4. CSR may be represented by an industrial organisation of employers and the employers and the employees may be represented by an industrial organisation of employees for the purpose of such a procedure.

## 20. Bargaining Framework

The next Agreement between the parties will be concluded in accordance with the framework set out at Schedule 2.

### SCHEDULE ONE



## REDUNDANCY PROVISIONS

1. 5 weeks notice of redundancy, or payment in lieu if notice is not given.
2. Annual leave + 17.5% loading on entitlement and pro rata leave, plus shift allowance.
3. Long service leave in accordance with legislation.
4. Superannuation in accordance with trust deed and rules.
5. Payment as follows:

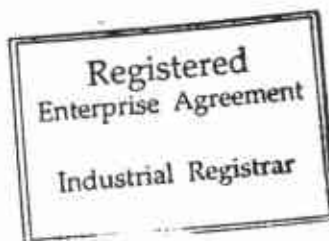
### ENTITLEMENT IN WEEKS

	<u>Under 45 Years of Age</u>	<u>Over 45 Years of Age</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	2.5 weeks for each year of service following completion of year 1	17.5
6 years and less than 8 years		20
8 years and over		2.5 weeks for each year of service following completion of year 1

Note: Payment of 2.5 weeks for employees under 45 after 5 years and over 45 after 8 years are made in place of, and not in addition to, the 12 and 20 weeks which appear above.

### Assistance

1. Assistance in preparation of resume and arranging contact with employment agencies (CES and others).
2. Counselling for interview technique.
3. Contact other employer groups.
4. Paid time off to attend interview.





5. Certificate of service, and acting as a referee for prospective employers.

## **SCHEDULE TWO**

### **CSR LIMITED - and - BTPU; AMWU**

#### **1. Timetable**

- 1.1 The members of the Enterprise Agreement Negotiating Committee (the "Committee") will meet, confer and negotiate with the aim of concluding agreement within a three month time frame commencing 17 December 2001.
- a) meetings of the Committee will take place on a fortnightly basis;
  - b) the meetings will be of two hours' duration commencing at 1:00pm and concluding at 3:00pm on each of the relevant dates;
  - c) the duration of the above meetings may be extended and additional meetings held only with the mutual consent of the parties;
  - d) the company will record the main points of discussion at each of the meetings and provide copies of these notes to each member of the Committee prior to the next meeting.

#### **2. Agenda for Negotiations**

- 2.1 The parties will table written agendas for their negotiations at the first scheduled Committee meeting.
- 2.2 All members of the Committee will make a genuine attempt to negotiate all items on the tabled agendas and will ensure that they have sufficient authority from the company and the unions respectively to carry out meaningful bargaining in relation to all agenda items.
- 2.3 Neither party will add to the agenda items tabled at the first meeting other than in special circumstances and on reasonable grounds.
- 2.4 The first meeting of the Committee should include discussions on disputes avoidance, consultation provisions and a review of the tabled agendas. The parties will place common agenda items on a single agenda.



### **3. Draft Agreement**

- 3.1 The company will prepare a draft agreement and issue same to members of the Committee as a working document.
- 3.2 The draft agreement will be in standard Commission format and will include suggested versions of the necessary clauses including period of operation, parties bound, disputes avoidance and consultation.

### **4. Progress Reports**

- 4.1 Progress reports made to meetings of the entire Cecil Park workforce will be made by members of the Committee (including management representatives) during the course of the negotiating period. This will generally involve one meeting per fortnight dependent upon developments in negotiations. The meetings will normally be held in the canteen and will be of half hours' duration. The company will meet payment in relation to these meetings.

### **5. Information**

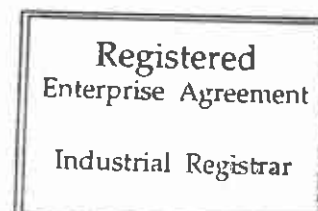
- 5.1 The parties will share information relevant to items on the negotiating agenda with the aim of enabling both parties to understand the rationale for any position being put forward during the course of Committee meetings and assisting negotiations to take place on an informed basis.

### **6. Single Voice**

- 6.1 Whenever practicable, the parties will during the course of the Committee meetings present a single position on the part of the company on the one hand and of all unions on the other in respect of any agenda item for negotiation. To this end, officers of the company and union representatives on the Committee will attempt to come to the meetings with agreed company and union positions respectively concerning relevant agenda items for discussion.

### **7. Conduct during Negotiation**

- 7.1 All persons participating in negotiations will refrain from any abusive language or other abusive behaviour during the course of the negotiations and will generally treat all participants in the meeting with mutual respect.



## **8. Processing Agreement**

8.1 As soon as agreement is reached between the parties, the company and all unions will use their best endeavours to ensure that the relevant agreement is signed by all parties, and brought before the Commission for approval with all necessary supporting documentation, as soon as possible.

## **9. Compliance**

9.1 The parties acknowledge that as part of good faith bargaining they shall use reasonable endeavours to ensure that they:

- a) comply with the terms of this bargaining framework throughout the bargaining time frame.
- b) bring any impasse in negotiations which cannot be reasonably resolved within the Committee before the Commission immediately with a view to seeking the Commission's assistance in resolving the matter via conciliation, but only after following all steps in the grievance procedure.



SIGNED FOR  
CSR BUILDING MATERIALS

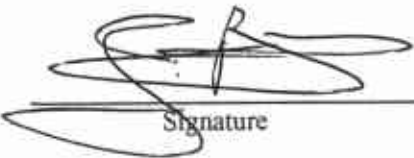
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness

M. OLNEY  
\_\_\_\_\_  
Name (Please Print)

SERGIO MANTELLATO  
\_\_\_\_\_  
Name (Please Print)

SIGNED FOR  
THE CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION  
OF AUSTRALIA - CONSTRUCTION & GENERAL DIVISION -  
CLAY & CERAMICS INDUSTRY DIVISION BRANCH

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness

J. Ryan  
\_\_\_\_\_  
Name (Please Print)

M. Buczynski  
\_\_\_\_\_  
Name (Please Print)

Registered  
Enterprise Agreement  
Industrial Registrar

## APPENDIX "A"

### CLASSIFICATION AND WAGE RATES

The base rates for 38 ordinary hours are as follows:

	CURRENT RATE UNTIL 17 <sup>TH</sup> MARCH 2000 \$	NEW RATE UNTIL 17 <sup>TH</sup> MARCH 2001 \$	NEW RATE UNTIL 17 <sup>TH</sup> MARCH 2002 \$
DIVISION A	535.81	562.60	585.10
DIVISION B	571.27	599.83	623.83
DIVISION C	583.13	612.29	636.78
DIVISION D	602.63	632.76	658.07
DIVISION E	658.63	691.56	719.22

The above rates include an over-award component

### SHIFT ALLOWANCES

	CURRENT RATE UNTIL 17 <sup>TH</sup> MARCH 2000 \$	NEW RATE UNTIL 17 <sup>TH</sup> MARCH 2000 \$	NEW RATE UNTIL 17 <sup>TH</sup> MARCH 2001 \$
Rotating Day/Afternoon/Night	6.19	6.50	6.76
Rotating Afternoon/Night	9.24	9.70	10.08
Permanent Night	18.35	19.26	20.03

