

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/63

TITLE: CSR Limited - Cecil Park Maintenance Personnel Enterprise Agreement 2000

I.R.C. NO: 2000/2386

DATE APPROVED/COMMENCEMENT: 19 June 2000/ 17 March 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/164

GAZETTAL REFERENCE: 30 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Metal and Engineering Industry (New South Wales) Interim Award in respect of the Company's site at Cecil Park

PARTIES: CSR Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

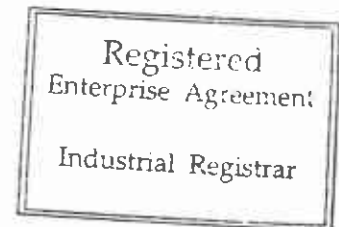
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1. Title

This agreement shall be known as the "CSR Limited - Cecil Park Maintenance Personnel 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:

- a) the development and maintenance of the most productive and harmonious working relationship obtainable;
- b) non competing work teams with a commitment to Quality, 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) 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.

4. Area, Incidence and Parties Bound

This agreement shall be binding upon CSR Limited in respect of its Cecil Park site and the Automotive, Food, Metals, Engineering, Printing and Kindred Printing Industries Union of Australia (the "Union"), in respect of maintenance 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 The Metal and Engineering Industry (New South Wales) Interim 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 17th 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.

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9. Operational Flexibility

The company and employees acknowledge the need to ensure that maximum flexibility is applied to the performance of all tasks without limitation but with due consideration to the safety and skill levels that an employee has obtained.

This flexibility is agreed to in the best interest of the company and all employees to ensure the smooth and continuous operation of the operations and supply to the customer.

Operational Flexibility includes but is not limited to:

- a) provision of Shift Cover on Public Holidays and Picnic Days.
- b) flexible RDO's to meet production demands.
- c) to work with Production employees and other trades to minimise downtimes ie. "All Hands On Deck".
- d) to relieve on machines for short periods of time where trained to do so for up to one hour or longer by mutual agreement.



10. 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.

11. 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.

12. Training

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

Any new multi-skilling or changes to the multi-skill structure will be facilitated through the Business Improvement Team. This may be trialed by groups to determine their

suitability or changes may be implemented and formalised in future enterprise agreements.

During the life of this agreement, the present multi-skilling payment and structure will remain in place, however a commitment is made to introduce changes that will improve the implementation of a multi- skilled system that is equitable to the company and employees.

Skills will be competency based, consistent with the business needs and enhance the development of the most productive and harmonious working relationship whilst striving for maximum job satisfaction and security. For internal skills a competency test will be given in conjunction with a support staff member.

13. Casual and Contract Labour

The company shall engage casual and/or contract employee/s for performing those duties necessary to continue the day to day operation of the business only after consultation with the union.

All casual and/or contract labour conditions will be in accordance with this agreement to which the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union is a party however if conditions are not covered in this agreement then the award(s) shall apply.

All contractors/casual labour shall be paid no less than the ordinary time shop rate of the equivalent classification plus appropriate loadings as per the award(s).

14. Meals

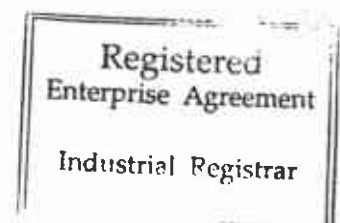
a) The meal allowance provision will be as per the Award. This occurs where an employee has to work back for more than two (2) hours beyond normal finish time without notice.

b) Under exceptional circumstances. 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.

15. Overtime Rates

Maintenance employees shall be paid overtime at the rate of time and one half for the first two (2) hours overtime worked and double time thereafter on weekday and Saturdays.

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:

Maintenance Operator

High Speed Mills - to be gapped daily. This can be done whilst the Setting Machine operator is cleaning under the Keller, or when wire banks are being changed.

High Speed Mills - to be ground once the gap tolerance has reached 0.2 mm

High Speed Mill Side Skirts - to be maintained to prevent spillage down through the sides of the mills.

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19. Grievance Procedure

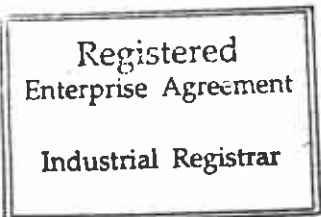
The procedure for the resolution of any industrial dispute will be in accordance with section 185 of the Industrial Relations Act 1991. These procedural steps are:

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.

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 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.

21. State System to Apply

The parties will formally process this agreement under the Industrial Relations Act 1996 (NSW). The parties will further co-operate in such steps as are necessary to ensure that the Cecil Park site is governed by State awards.



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.

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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

M. OLNEY

Name (Please print)



Witness

SERGIO MANTELLATO

Name (Please print)

SIGNED FOR
AUTOMOTIVE, FOOD, METALS, ENGINEERING
PRINTING & KINDRED INDUSTRIES UNION OF
AUSTRALIA, NEW SOUTH WALES BRANCH



Signature



Name (Please print)

Witness

Name (Please print)

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APPENDIX "A"

CLASSIFICATION AND WAGE RATES

The base rates of pay for 38 ordinary hours are as follows:

	CURRENT RATE UNTIL 17 TH MARCH 2000 \$	NEW RATE UNTIL 17 TH MARCH 2001 \$	NEW RATE UNTIL 17 TH MARCH 2002 \$
FITTER C10	667.89	701.28	729.33
PLANT ELECTRICIAN	728.36	764.78	795.37

The above rates contain an over-award component.

