

REGISTER OF
ENTERPRISE AGREEMENTS

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/18

TITLE: CSR Limited Doonside Enterprise Agreement 1997

I.R.C. NO: 97/6796

DATE APPROVED/COMMENCEMENT: Approved and commenced from the first pay period on or after 16 December 1997

TERM: 12 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 374/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Production and maintenance employees and forklift drivers employed at the Doonside Plant

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

1.

TITLE

The Agreement shall be known as the **CSR Limited - Doonside Enterprise Agreement**.

2.

ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
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2	Arrangement
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5	Date and Period of Operation
6	Relationship to Parent Award
7	Wages
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10	Grievance Procedure
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3.

OBJECT OF PARTIES

It is the objective of the parties to this Agreement to implement workplace practices which will improve the flexibility and productivity of the Doonside production facility through co-operation and a common goal of continuous improvement.

4.

AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon CSR Limited in respect of its Doonside plant and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, in respect of production employees, maintenance employees and forklift drivers employed at the Doonside plant.

5.

DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of approval under the provisions of the Industrial Relations Act, 1996, and operate from the beginning of the first pay period on or after approval and remain in force for a period of one year.

6.

RELATIONSHIP TO PARENT AWARD

The terms and conditions of the Brickmakers and Assistants (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 increased by 3% and the increase is payable on all over-award payments. The employees shall not be entitled to and the union and employees agree not to seek any further claims for increased wages or conditions during the lifetime of the Agreement.

Wage rates payable, including the 3% increase, are set out in Appendix "A"

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 Doonside 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.

This Agreement will ensure that all site personnel will work as a cohesive, co-operative team to achieve the most efficient and flexible operation possible.

9.

REDUNDANCY

At some time there may be the necessity to reduce the number of employees, or to change the mix of skills as a result of restructuring or the introduction of new technology.

Under this Agreement, the Works Manager must present to a committee a recommendation of who should become redundant. Providing the committee is satisfied that the selection criteria was fair and reasonable then the proposed redundancy will occur.

The committee will consist of the site union delegate and co-delegate, the Works Manager and one other member of the management team. If the committee cannot agree then the dispute resolution procedure will allow for the Operations Manager and the BTPU official to make a recommendation for redundancy.

GRIEVANCE PROCEDURE

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<p><u>The procedural steps are:</u></p> <ol style="list-style-type: none"> 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. 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. 	<p>1. Disputes Procedure</p> <ol style="list-style-type: none"> (a) 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 levels of authority. (b) Reasonable time limits must be allowed for discussion at each level of authority. (c) While a procedure is being followed, normal work must continue. (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purposes of each procedure.
<p><u>Procedure for a dispute between CSR and employees:</u></p> <ol style="list-style-type: none"> 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 levels must be allowed for discussion at each level of authority. 3. While a procedure is being followed, normal work to 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. 	<p>2. Grievance Procedure</p> <ol style="list-style-type: none"> (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought. (b) A grievance 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. (c) Reasonable time limits must be allowed for discussion at each level of authority. (d) At the conclusion of the discussion, the employer must provide a 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 the union.

FORKLIFT DRIVERS

This clause shall be binding on the forklift drivers who are employed in the following areas of pipes, lintels and slimbricks;

- (i) based on a weekly roster system, at the completion of their normal daily duties, the driver

shall assist in the yard or as needed until 2.30 p.m. or the normal end of the day;

- (ii) forklift drivers are to check oil, grease and tyre pressure on their forklifts daily;
- (iii) forklift drivers are to clean their forklifts weekly;
- (iv) yard forklift drivers are to work broken shifts for the purpose of loading trucks. This will keep the yard open from 6.00 a.m. to 4.30 p.m.



12. EXTRA DUTIES

Employees working in the areas listed below agree to carry out the extra duties as defined:

Pipe Machine

- a) mixer operator to grease all extrusion machines during normal working hours;
- b) pipe machine forklift operator to check all operational driers daily.

Junction Stickers

Junction stickers to improve the finish on all fittings so that there is no need for further cleaning in the dry state.

Pipe Setters

Pipe setters are to clean all fittings as required.

Pipe Draggers

Pipe draggers to palletise 6 packs of pipes (150 x 1.5) per day when required.

Kiln Operators (Burners)

- a) burners are to keep the kiln area clean, including driving of the sweeper;
- b) to grease all equipment on the kiln, as required;
- c) to clean staff amenities on backshift, twice weekly.
- d) to clean and move the transfer car.

Grinding

Yard forklift to look after the fitting grinder operator.

Lintels & Slimbricks

Lintel and Slimbrick employees are required to clean the staff rooms and amenities in their area.

13. DECLARATION

The parties declare that this Agreement:

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of the parties.



Signed for CSR LIMITED



Andrew Gauci
.....
Signature

[Handwritten Signature]
.....
Signature of Witness

ANDREW GAUCI
.....
Name (please print)

R. F. REASHTON
.....
Name (please print)

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

[Handwritten Signature]
.....
Signature

[Handwritten Signature]
.....
Signature of Witness

A. SAWTSCHUK
.....
Name (please print)

R. REASHTON
.....
Name (please print)



The following are the rates of pay to apply for the life of the agreement

	AWARD RATE \$	PRESENT RATE \$	NEW RATE INCLUDING 3% INCREASE \$
DIVISION A	393.60	411.81	424.16
DIVISION B	406.30	427.33	440.15
DIVISION C	410.50	442.09	455.35
DIVISION D	423.50	458.86	473.05
Burner		469.62	483.70
DIVISION E	461.40	595.25	613.10
Leading Hand Burner		493.72	508.00
Leading Hand Fitter		673.06	693.25

Note: These rates contain over-award payments