

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/204**

**TITLE: CSR Limited - Horsley Park Enterprise Agreement 1997**

**I.R.C. NO: 99/3598**

**DATE APPROVED/COMMENCEMENT: 2 August 1999 and commenced 29 April 1999**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA 97/175**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 10**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all production employees employed at the Horsley Park Site of CSR Ltd**

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

1.

## TITLE

This agreement shall be known as the "CSR Limited - Horsley Park Enterprise Agreement 1997"

2.

## ARRANGEMENT

<u>CLAUSE</u>	<u>SUBJECT</u>
1.	Title
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18.	Grievance Procedure
19.	Bargaining Framework
20.	Declaration



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 Horsley 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, 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.

4.

## AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon CSR Ltd in respect of its Horsley Park site and the Federated Brick, Tile and Pottery Union of Australia NSW Branch (the "Union"), in respect of production employees employed at Horsley Park Site (the "Employees").

5.

## DATE AND PERIOD OF OPERATION

This agreement shall take effect from 29 April 1999 and shall remain in force for a minimum period of two years.



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

The weekly rates of pay for ordinary hours worked shall be as set out in Schedule 3. Under the terms of this agreement wage rate increases will be:

First year	4 % from 29 April 1999
	3% from 29 April 2000
	1% from 29 October 2000

The 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 CLAUSE

Redundancy provisions will be in accordance with Schedule 1.

9.

#### OPERATIONAL FLEXIBILITY

Overtime will be offered to those who normally work in a particular area before it is offered to a trained person from another area. This arrangement in no way restricts the company from using appropriately trained employees in any part of the plant.

The company and employees agree that it is in both 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.

10.

#### NO DEMARCATION

The basic principle of the agreement is to ensure a flexible and productive enterprise focused on continual improvement. It is agreed all employees can work on any job which they are competent to perform. No artificial demarcations will be imposed.

11.

#### OCCUPATIONAL HEALTH AND SAFETY

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



12.

### **SAFETY CLOTHING AND EQUIPMENT**

The company shall provide all appropriate protective clothing and safety equipment. It is the responsibility of every individual to ensure that they are correctly attired with safety equipment as required by the situation. Clothing will only be issued to those who wear their existing issue.

13.

### **LOADING OF PRODUCT**

It is agreed that self loading 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.

14.

### **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 identify and implement new structures that are equitable to both the company and employees.

All employees have a commitment to maintain the drying chambers at the required level to ensure that the weeks normal production requirements are met.

15.

### **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.

16.

### **10 HOUR BREAK**

It is the company's intention to run the shift crewing at minimum numbers so as to remain competitive due to the nature of the Horsley Park operations there is a need to have the flexibility of calling on employees to work overtime at short notice.

By mutual agreement between the company and an employee, the employee may substitute an 8 hour break for a 10 hour break, should operational requirements necessitate that overtime is required to be worked at short notice.



**17. COMMITMENT TO IMPROVEMENT, PRODUCT QUALITY AND MEASUREMENT.  
THIS WILL BE KNOWN AS HORSLEY PARK BUSINESS IMPROVEMENT TEAM**

The company has a commitment to improvement of business and the 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.

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.

**18. 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 his 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.
7. If the grievance is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

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 levels must be allowed for discussion at each level of authority.
3. While a procedure is been followed, normal work to 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.
5. If the dispute is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

**19. BARGAINING FRAMEWORK**

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



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**

A. Gauci  
Signature

A Gauci  
Name

[Signature]

R. RUSHTON.  
Witness

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

[Signature]  
Signature

J. R-JAN.  
Name

[Signature]

R RUSHTON.  
Witness



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# SCHEDULE ONE

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## REDUNDANCY PROVISIONS

1. Five weeks notice of redundancy, or payment in lieu if notice is not given.
2. Payments 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	14	17.5
6 years and less than 7 years	16	20
7 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 7 years and over 45 after 8 years are made in place of, and not in addition to, the 16 and 20 weeks which appear above.

#### Assistance

- (a) Assistance in preparation of resume and arranging contact with employment agencies (CES and others).
- (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.





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## SCHEDULE TWO

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### CSR LIMITED and BTPU

#### Timetable

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 in February 2001.

- (a) meetings of the Committee will take place on a fortnightly basis;
- (b) the meetings will be of one and half hours' duration commencing at 12.30 pm and concluding at 2.00 pm 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

#### Agenda for Negotiations

- (a) The parties will table written agendas for their negotiations at the first scheduled Committee meeting.
- (b) All members of the Committee will make 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.
- (c) Neither party will add to the agenda items tabled at the first meeting other than in special circumstances and on reasonable grounds.
- (d) 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.

#### Draft Agreement

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

#### Progress Reports

Progress reports made to meetings of the entire Horsley 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 lunchroom and will be of half hours' duration. The company will meet payment in relation to these meetings.

#### Information

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.

#### Single Voice

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 the union 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.

#### Conduct During Negotiation



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 meetings with mutual respect.

#### **Processing Agreement**

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.

#### **Compliance**

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.



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## SCHEDULE THREE

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

	AWARD RATE	CURRENT RATE	CURRENT RATE FROM 29/4/99	RATE TO APPLY FROM 29/4/2000	RATE TO APPLY FROM 29/10/2000
	\$	\$	\$	\$	
DIVISION A	419.60	472.82	491.73	506.48	511.54
DIVISION B	436.50	491.29	510.94	526.27	531.53
DIVISION C	449.50	515.86	536.49	552.58	558.11
DIVISION D	464.50	534.28	555.65	572.32	578.04
DIVISION E	487.40	577.28	600.37	618.38	624.56

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

