

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/270

**TITLE: CSR Limited - Cecil Park Electrical Maintenance Personnel
Enterprise Agreement 2004 - 2007**

I.R.C. NO: IRC4/4395

DATE APPROVED/COMMENCEMENT: 25 August 2004/17 March 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all electrical maintenance employees at Cecil Park site employed by CSR Limited, who fall within the coverage of the Electricians, &c. (State) Award

PARTIES: CSR Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

CSR LIMITED CECIL PARK ELECTRICAL MAINTENANCE PERSONNEL ENTERPRISE AGREEMENT 2004 - 2007

1. Title

This agreement shall be known as the "CSR Limited - Cecil Park Electrical Maintenance Personnel Enterprise Agreement 2004".

2. Arrangement

Clause No.	Subject Matter
4.	Area, Incidence and Parties Bound
2.	Arrangement 2
31.	Anti -Discrimination
24.	Bargaining Framework
13.	Casual and Contract Labour
5.	Date and Period of Operation
18.	Dust Reduction Improvement Team
23.	Grievance Procedure
28.	Housekeeping
17.	Make Up Pay
27.	Machine Care
14.	Meals
3.	Object of Parties
9.	Operational Flexibility
15.	Overtime Rates
22.	Payroll Deduction
10.	Public Holiday
19.	Quality Monitoring
8.	Redundancy
6.	Relationship to Parent Award
29.	Safeworking
26.	Salary Sacrifice of Superannuation Contributions
11.	Shift Roster
16.	Sick Leave
25.	State System to Apply
1.	Title
21.	Trade Union Training Leave
12.	Training
20.	Union Officials & Shop Stewards
7.	Wages

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 company expects to see improvements in performance in the following areas in this Enterprise Agreement.

Safety for all personnel on site

Availability of plant

Quality of product

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.
- e) Safety improvements in accordance with the latest Occupational Health and Safety Act.

4. Area, Incidence and Parties Bound

This agreement shall be binding upon CSR Limited in respect of its Cecil Park site and the Electrical Trades Union of Australia, NSW Branch (the "Union"), in respect of electrical 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 2004 and shall remain in force until 17 March 2007.

6. Relationship to Parent Award

The terms of the Electricians, &c. (State) Award shall 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 4% from the first pay period commencing on or after 17 March 2004.
- 7.2 A further increase of 4% shall apply from the first pay period commencing on or after the 17th March 2005.
- 7.3 A further increase of 4% shall apply from the first pay period commencing on or after the 17th March 2006.
- 7.4 For the duration of this agreement allowances listed will be increased by the above amounts (as contained in clauses 7.1, 7.2, 7.3).
- 7.5 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, other than changes to the parent award.

8. Redundancy

Redundancy provisions will be in accordance with Schedule 1.

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:

- 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 i.e. "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.
- e) to develop an agreed system and structure whereby dual trades personnel could operate on site.

There is a commitment from the company and employees covered by this agreement to review site activities and determine further flexibilities that with agreement could be implemented to benefit to employees and the company.

Any additional flexibilities will be discussed and agreed between employees and management before implementation.

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.

Flexibility in manning levels and work areas will be reviewed in all areas subject to changing business demands, available skills and changes to process.

Business demands will fluctuate and employees will work with the company in determining the best roster and labour coverage to meet business requirements.

It is agreed that there will be a commitment to time keeping. This will be as per agreed hours of work with changes taking place on the job - machines don't stop.

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.

The current shift roster is based on 38 hours per week with an agreed rostered component of overtime. The shift times are currently 6am - 6pm and 6pm - 6am.

It is agreed that shift allowances will be increased in this Agreement as follows. This to ensure that Electrical Maintenance employees are at the same shift allowances for the duration of this agreement.

Shift Allowance for employees working 12hr rotating day/night shift system, Monday to Friday will be as follows:

10% per shift from 1 March 2004

12.5% per shift from 1 March 2005

15% per shift from 1 March 2006

12. Training

There is a commitment, by both the company and employees, to investigate and implement agreed levels of 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 trialled by groups to determine their suitability or changes may be implemented and formalised in future enterprise agreements.

During the life of this agreement, 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.

During the term of this agreement both parties commit to improving skill levels and agree to put in place a structure with at least one level in addition to current single level arrangements for Electrical Maintenance employees.

The pay rate will be 2% above the existing rate and may by mutual agreement, have break points below this level.

There is an undertaking during this agreement that a review will be completed to review competencies required and training required to ensure the correct skill levels.

The agreement is to increase current skills in line with processes and needs of the business. This will include review of any existing current skill matrices and multi skilling structures to include general skills and competency levels. No employee would suffer a re-grade down as a result of this review. The review would be a consultative approach between employees and the company.

CSR may direct an employee to carry out such duties as are within the limits of the employees skill competence and training.

CSR will pay for successful completion of training agreed as in line with the needs of the business.

13. Casual and Contract Labour

The parties agree that the company may 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 Electrical Trades Union of Australia, NSW Branch 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).

Labour hire workers who are employed in a position normally filled by a permanent PGH employee will be offered the position as a full-time permanent PGH employee or released from working here after a 3 month period has elapsed.

14. Meals

- a) The meal allowance provision will be as per the Award and Schedule 3. 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, the company will arrange a meal. 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

Employees covered by this agreement 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.

It is agreed that Sick leave accumulation will be on the pay slip or advised to employees monthly

17. Make Up Pay

The company is committed to providing Occupational Rehabilitation for all employees following an injury in the workplace.

An employee will be entitled to "Make Up Pay" for any period where they cannot perform full duties. Their shop-rates of pay will be for a minimum period of 26 weeks.

18. 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.

19. 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:

Electrical Maintenance Operator

High Speed Mills - block break detector to be checked daily.

Drier Fans - ensure that at least 95% of fans are operating or reported

Thermocouples - kiln and drier thermocouples are all operational or reported

Moisture Control Devices - moisture control devices should be checked for correct operation at least weekly and irregularities reported or repaired immediately.

Setting - all electrical controls for correct setting shall be checked and tested at least weekly and irregularities repaired or reported immediately.

20. Union Officials & Shop Stewards

An official or officer of the union(s) shall have the right to enter the company's establishment at any time during the working hours for the purposes of conducting legitimate union business consistent with the provisions of this Agreement, provided the usual site entry protocols are observed.

21. Trade Union Training Leave

Each delegate covered by this Agreement and nominated by one of the Unions shall be allowed a minimum of 5 days paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australian Inc. or one of the Unions.

22. Payroll Deduction

The Company will continue to provide the opportunity for deductions for union contributions from the payroll, and remit to the Union monthly.

23. 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.

24. Bargaining Framework

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

25. 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.

26. 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) and subject to the employer's agreement, 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. d) 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.

27. Machine Care

It is agreed that the equipment condition is critical to business success and there will be a commitment to caring for equipment by all employees. Legal, Logical and Safe will be the fundamental principle in determining tasks undertaken.

This will extend to improvement to equipment and plant condition via regular documented checks and cleaning of machinery.

To allow this to occur identification of agreed machine care tasks must occur in consultation between employees and the company.

Machine care will include minor maintenance, within employee skill base and it would also include simple lubrication by production personnel. This will be through development of agreed lists and provision of the appropriate training.

A CSR management and employee group will agree the nature of the tasks.

28. Housekeeping

It is agreed that it is the interest of employees and the company that regular attention be paid to housekeeping and cleaning of the yard / production / workshop areas by all employees. Many areas can be cleaned safely while plant is operating. Housekeeping standards need to be maintained for safety, including storage of tools, parts, leads, hoses and waste material.

29. Safeworking

Employees will strive to work safely within the work systems at Cecil Park. They will commit to document and assess risks in the plant and submit them to management for prioritised action.

30. 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)*
- d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

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

	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	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.

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.

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."

Assistance

1. Assistance in preparation of resume and arranging contact with employment agencies (CENTRELINK 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 - ETU

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 2006.
 - 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.

SCHEDULE THREE

Rates of Pay

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

The base rates for 38 ordinary hours are as follows:

	Current Rate	Rate From	Rate From	Rate From
		17/03/04	17/03/05	17/03/06
	\$	\$	\$	\$
Fitter C10 MB	788.84	820.39	853.21	887.34
Electrician EA	860.27	894.68	930.47	967.69
Electrician EL	874.20	909.17	945.53	983.36

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

Allowances

	Current Rate	Rate From	Rate From	Rate From
		17/03/04	17/03/05	17/03/06
	\$	\$	\$	\$
Travel (daily)	2.9	3.02	3.14	3.26
Meal (per meal)	7.1	7.38	7.68	7.99
First Aid (per week)	8.5	8.84	9.19	9.56
Leading Hand (per week)	37.55	39.05	40.16	42.24
Quality Supervisors		27.80	28.90	30.10
Allowance (per week)				

The allowances stated above are the relevant allowances for this site. Other allowances currently in place have been included in the over award rates as outlined above. Any additional allowances that enter the award after this date (17 March 2004) will be agreed between the parties as they become part of the award.

The exception to this is the tool allowance. CSR has committed to maintain tools for electricians in lieu of this allowance and should this not be satisfactory to employees then the arrangements can be reviewed at any time.

It is agreed that there will be no claims for back payment prior to 17 March 04 on allowances as listed above.

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
Automotive, Food, Metals, Engineering, Printing Industries Union of Australia

Signature

Name

Date