

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/21

**TITLE: CSR Hebel Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/6845

**DATE APPROVED/COMMENCEMENT:** 2 December 2004 / 2 December 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/55.

**GAZETTAL REFERENCE:** 18 February 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 25

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by CSR Hebel, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, Electricians, &c. (State) Award, and the Concrete Pipe and Concrete Products Factories (State) Award

**PARTIES:** CSR Ltd trading as CSR Hebel -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

# CSR HEBEL - ENTERPRISE AGREEMENT 2004

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## 2. Application

This Agreement is binding on CSR Limited trading as CSR Hebel (hereafter referred to as the Company) and its employees, the Consultative Committee, the AWU Union, New South Wales and the Electrical Trades Union of Australia, New South Wales Branch (ETU) (the Unions) in respect to employment conditions and rates of remuneration at the Company's Plant located at Somersby, NSW.

This agreement replaces the previous Enterprise Agreement approved by the IRC of NSW and identified as EA 03/55 between the Company and its employees.

It shall prevail over and operate to the exclusion of Electricians (State) Award, Metal, Engineering and Associated Industries (State) Award, Concrete Pipe & Concrete Products Factories (State) Award that may have application to the employees bound by this Agreement in accordance with Chapter 2, Division 2 of the NSW *Industrial Relations Act* 1996.

## 3. Enterprise Agreement

The Enterprise Agreement will be for 24 months based on three stages.

(a) The Company Vision

The Company has visions for the future direction of the company.

The CSR Vision is:

"By redefining what is possible in CSR, we build our energy and pride to become world class".

The Company Vision, which derives from the CSR Vision, is:

"We redefine what is possible at the Company by making the most of the market's full potential through establishing strong relationships with our customers, and assisting with the process by which our customers make their buying decisions."

(b) CSR Values

The vision will be achieved by committing to the core CSR Values on which the Enterprise Agreement is based. The core CSR Values are:

- C     ustomer Focussed
- S     upportive of People
- R     elentless in Improvement and Innovation

(c) Aims of the Agreement

The agreement will continue the two broad aims of the previous four Company Enterprise Agreements, but with a sharper focus on improving performance in the key safety, quality, productivity and customer service measures.

The two broad aims continued from the previous agreements are:

To improve safety, quality, productivity and customer service.

To involve, empower and increase job satisfaction for our people through further development of the team processes.

(i) Improve Quality, Productivity and Customer Service

During the last agreement the target for improving Panel Reject and Repair rates was achieved, some improvement was made in the key performance parameters of DIFOT and moulds per hour, but absenteeism remained static.

During the term of this agreement the teams will continue to measure performance, and will target the following specific improvements over the YEM 05 performance:

Key Parameter	YEM 05 Actual	E.A. Target
Panel Reject Rate	0.82%	< 0.40%
Panel Repair Rate	3.45%	< 3.00%
Delivery on time in full (no damaged or incorrect product)	92%	> 95%
OEE (Average of 4 areas)	57%	59%
Absenteeism	2.8%	<2.5%
Safety - TRFR	23	12

Improvements in quality, productivity and customer service will be achieved by:

Measurement of key parameters by the people performing the work and their customers.

Teams and individuals using measurement, benchmarking and the Building in Quality tools, techniques and problem solving process to identify and implement improvements.

Use of the Asset Management process to define the customers (internal & external), ascertain their needs, understand what satisfies them, and implement improvements which increase customer satisfaction.

(ii) Involve, Empower and Increase Job Satisfaction for our People

Empowerment occurs when authority and responsibility for organisation of their work goes to employees who then experience a greater sense of ownership and control over their jobs.

The Focus Improvement teams shall continue to involve employees in wider aspects of their job, to work towards self direction, and will focus on improvements in quality, productivity and customer service.

Where appropriate, cross functional teams will be formed to address issues across the site as part of the Asset Management Program.

(d) Implementation of the Agreement

Management and the Consultative Committee will be committed to monitoring the progress of, and assisting the teams in achieving the requirements of this agreement.

Implementation of the agreement will occur in three stages.

(i) Stage 1

Stage 1 commences from the first full pay period after the agreement is registered by the Industrial Commission.

During Stage 1 the following will occur in each work area:

The measurement of key parameters will continue, and other measurements required to achieve the targeted improvements will be developed.

Teams will develop detailed plans of how the targeted improvements are to be achieved and will implement the actions on their improvement plans.

The average improvement achieved in each of the key parameters for the period from April - September 2005 will determine the level of remuneration increase paid at the beginning of Stage 2.

(ii) Stage 2

Stage 2 shall commence in October 2005. During Stage 2 the following will occur:

The measurement of key parameters will continue, and teams will refine the other measurements required to achieve the targeted improvements.

Teams will adjust their detailed plans to ensure they are focused on actions capable of achieving and sustaining the targeted improvements, and will implement these actions.

Teams will sustain the improvements achieved in Stage 1. If the targeted improvements were not fully achieved in Stage 1, then the average improvement achieved in each of the key parameters for the period from November 2005 - March 2006 will determine the level of remuneration increase paid at the beginning of Stage 3.

(iii) Stage 3

Stage 3 shall commence in April 2006. During Stage 3 the following will occur:

The measurement of key parameters will continue, and teams will refine the other measurements required to achieve the targeted improvements.

Teams will adjust their detailed plans to ensure they are focused on actions capable of achieving and sustaining the targeted improvements, and will implement these actions.

Teams will sustain the improvements achieved in Stages 1 and 2. If the targeted improvements were not fully achieved in Stages 1 and 2, then the average improvement achieved in each of the key parameters for the period from April 2006 - September 2006 will determine the level of remuneration increase paid at the end of Stage 3.

(e) Payments and Timing

The Enterprise Agreement shall operate for a period of 24 months from the date of registration.

The increase in rates of remuneration contained in this clause shall take effect from the first full pay period after the date of registration of the agreement.

Payments under the Enterprise Agreement shall be made as follows:

(i) Payment 1

A remuneration increase of 4% shall be paid at the start of Stage 1. The remuneration increase shall operate from the first full pay period after the date of registration.

The remuneration rates listed in Clause 11, Skill Level and Rates of remuneration, are the rates which will apply during Stage 1 of the Agreement.

(ii) Payments 2, 3 and 4

The total of payments 2, 3 and 4 will be capped at 4%, and will be available for payment over Stages 2 and 3, subject to achievement of the targeted improvements in the key parameters. If the targeted improvements are fully achieved in Stage 1 then the full increase of 4% will be paid as Payment 2, and there will be no Payments 3 or 4.

In the event of the breakdown of critical equipment which directly affects one or more of the Key Parameters for more than one full shift then the results for that parameter/s will be not be included for the period affected by the breakdown provided employees have reported the breakdown or defect promptly to their supervisor and provided that equipment is being used properly and safely.

In the event of one or more of our suppliers being unable to supply products or services and where this directly affects one or more of the Key Parameters then the Company and the Consultative Committee may agree to suspend recording of the affected Key Parameters for an agreed period.

The timing and amount of the increases will be based on the following:

**Payment 2**

Payment 2 will be available from the first full pay period in November 2005 provided the calculation for Payment 2 yields a positive result. If the calculation yields a zero or negative result, then there will be no remuneration increase in November 2005. The percentage remuneration increase for Payment 2 will depend on the level of achievement in improving the key parameters and will be calculated using the agreed formula.

Weightings: = Panel Repair Rate 30%, Panel Reject Rate 30%, Delivery - OTIF 15%, OEE - 15%, Absenteeism 10%, Safety - TRFR 0%.

provided that Payment 2 does not exceed the capped total of 4%.

### **Payment 3**

Payment 3 is only necessary if the full payment of 4% is not achieved in Payment 2. Payment 3 will be available on 5th April 2006 provided the calculation for Payment 3 yields a positive result. If the calculation yields a zero or negative result, then there will be no remuneration increase on 5th April 2006. The percentage remuneration increase for Payment 3 will depend on the level of achievement in improving the key parameters and will be calculated using the following formula.

Weightings: = Panel Repair Rate 30%, Panel Reject Rate 30%, Delivery - OTIF 15%, OEE - 15%, Absenteeism 10%, Safety - TRFR 0%.

provided that the total of Payments 2 and 3 does not exceed the capped total of 4%.

### **Payment 4**

Payment 4 is only necessary if full payment of 4% is not achieved over Payments 2 & 3. Payment 4 will be available from the first full pay period in October 2006 provided the calculation for Payment 4 yields a positive result. If the calculation yields a zero or negative result, then there will be no remuneration increase in October 2006. The percentage remuneration increase for Payment 4 will depend on the level of achievement in improving the key parameters and will be calculated using the following formula.

Weightings: = Panel Repair Rate 30%, Panel Reject Rate 30%, Delivery - OTIF 15%, OEE - 15%, Absenteeism 10%, Safety - TRFR 0%.

provided that the total of Payments 2, 3 and 4 does not exceed the capped total of 4%.

The percentage improvement in each of the key parameters in the above formulae shall be calculated as follows:

Percentage Improvement = (True Weighted Average of the Key Parameter for the designated six mths - YEM 05 YTD Average for the Key Parameter) / YEM 05 Average for the Key Parameter \*100

If better than target is achieved on any of the KPI's, it may be offset against those targets not achieved.

For circumstances beyond the direct control of the employees, the Quality KPI's are not met, then by mutual agreement between the committee and the management the target may be varied. (e.g. power failure, major machine breakdowns).

Providing all KPI's are achieved and maintained negotiations for the next Enterprise Agreement will commence six months prior to the expiry of this agreement.

## **4. Terms of Engagement and Termination**

- (a) All full time employees will be engaged by the week. The first three months of employment with the Company will be a probationary period. Advice on performance will be given during this period. If the Company considers the employee's performance to be unsatisfactory then the employment may be terminated at any time during the period on the giving of one week's notice or payment in lieu.
- (b) All employees will join the CSR Australian Superannuation Fund on commencement of employment. Superannuation benefits will be supplied in accordance with the Trust Deed and rules a copy of which will be made available to employees. Included in the above is a payment of 9% as Occupational

Superannuation (the 9% payment is subject to adjustment if required by any Act of Parliament or by any provision of the Industrial Relations Commission of NSW) and is additional to all other payments.

- (c) The employee will notify the Company promptly in case of change of address, loss of access keys and/or cards or loss of any other Company property in the employee's possession.
- (d) No alcohol or drugs will be consumed, used or brought on to the Company premises without the prior consent of the General Manager's designate.
- (e) The Company may use contractors from time to time to ensure the efficient operation, maintenance and security of the Plant and distribution of product and accessories.
- (f) Employees will participate in the Company Safety Program and observe all safety procedures and practices as required by the Company. This includes the wearing of protective clothing and devices and the immediate notification to management of any injury incurred whilst on the job.
- (g) The management of the Company will endeavour to promote favourable working conditions and productivity improvements at the Plant on a co-operative basis. Employees will assist by participating in quality committees or other improvement schemes.
- (h) All employees will enter into a Confidentiality Agreement with the Company (as set out in Appendix A to this Agreement) to protect the interests of employees and the Company.
- (i) Employment may be terminated by either the Company or the employee at any time during the week by the giving of the following notice or payment in lieu of notice (except as provided in sub-clause (m)):

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

The period of notice may be reduced by mutual agreement of the Employee and the Company and payment will be adjusted accordingly. The permission to leave early will not be unjustly held back if it would penalise the employee.

- (j) An employee who fails to give the appropriate notice may have monies withheld to the equivalent of the notice period required.
- (k) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and type of work performed.
- (l) The Company may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- (m) Where an employee cannot be usefully employed because of:
  - (i) any strike
  - (ii) any breakdown of machinery, or
  - (iii) any stoppage of work for which the Company is not responsible.

The Company may apply Section 126 - Circumstances In Which Employees May Be Stood Down - of the NSW *Industrial Relations Act 1996*.

Should a stand down of employees become necessary then the Company will hold discussions with the Consultative Committee and the Unions providing all relevant information. All relevant factors of employment

will be considered in assessing which employees are to be stood down. Seven (7) day's notice of such a stand down will be provided by the Company.

- (n) The employment of a casual employee may be terminated by either the Company or the employee without the giving of notice and remuneration will be paid up to the time of termination.

#### **5. Implementation of 38 Hour Week**

The method of implementing the 38 hour week shall be determined by agreement between the Company and the majority of employees directly affected, from one or more of the following:

- (a) By employees working less than 8 ordinary hours each day.
- (b) By employees working less than 8 ordinary hours one or more days each week.  
  
eg: As in the current arrangement of 8 hours on each of Monday to Thursday and 6 hours on a Friday.
- (c) By all employees having one weekday off, excluding Public Holidays, in each 20 day work cycle, 8 hours being worked on each of the other 19 days of those four weeks. The day off is to be nominated by the Company:
  - (i) By fixing one weekday upon which all or any number of employees will be off during a particular 20 day work cycle.
  - (ii) By rostering employees off on various week days during a particular 20 day work cycle.

Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.

- (d) Provided that the ordinary hours may be worked by such other method that is agreed upon between the Company and the majority of employees directly affected.
- (e) Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or area concerned.
- (f) The day scheduled to be the day off in accordance with Clause 5 may be worked as an ordinary working day without penalty when substituted by another day by agreement between the Company and the employee directly affected, or where a number of employees are directly affected, by agreement between the Company and a majority of the employees in respect of whom a substitute day off is sought.
- (g) Excluding circumstances beyond the control of the Company and except as otherwise herein is provided, not less than seven days' advance notice is to be given concerning the days off thus allocated to employees by the application of the foregoing arrangements.
- (h) The procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with the Disputes Procedures of this agreement.
- (i) In any calendar year, where twenty days annual leave is taken there shall be a maximum of twelve rostered days off. Providing that for lessor periods of annual leave taken the above will apply on a proportionate basis.
- (j) Flexibility in relation to rostered days off:

Where the hours of work of an establishment, plant or section are organised in accordance with subclause (c) of this clause the Company may require the employee/s to accrue up to a maximum of five (5) rostered days off.

Where a rostered day off is accrued it shall be allowed and taken within twelve months of its original due date.

## **6. Hours of Work**

- (a) The ordinary hours of work shall be an average of 38 per week to be worked over a maximum cycle of four weeks.
- (b) The method for working the ordinary hours is prescribed in Clause 5, Implementation of the 38 Hour Week.
- (c) The ordinary hours of work prescribed herein may be worked on any weekdays or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 6.00am and 6.00pm in respect to day work and as prescribed in Clause 7 of this agreement in respect to shift work.

Provided that the spread of hours may be altered by mutual agreement between the Company and the majority of employees in the plant or section or sections concerned.

Provided that work done outside the spread of hours fixed in accordance with this Clause for which overtime rates are payable shall be deemed for the purposes of this Clause to be part of the ordinary hours of work when otherwise the ordinary hours worked be less than those prescribed herein.

- (d) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day the arrangement of hours shall be subject to written agreement of the Company and the majority of employees in the plant or section or sections concerned.
- (e) The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the Company to the employees.

## **7. Shift Work**

- (a) Definitions

For the purpose of this Clause:

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty four hours of each of six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company.

"Night Shift" means any shift starting after 4.00pm and before 6.00 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty eight hours notice.

- (b) Hours Continuous Work Shifts

This subclause shall apply to shift workers on continuous work. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in twenty eight consecutive days. Provided that, where the Company and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions such shift workers shall work at such times as the Company may require.

A shift shall consist of not more than 10 hours inclusive of crib time. Provided that:

(i) in any arrangement of ordinary hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the Company and the majority of employees concerned.

(ii) by agreement between the Company, the Consultative Committee, the Unions and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

the employer and the employees concerned being guided by recognised occupational health and safety provisions for 12 hour shifts;

proper health and monitoring procedures being introduced;

suitable roster arrangements being made; and

proper supervision being provided.

(iii) except at the regular change over of shifts, an employee shall not be required to work more than one shift in each twenty four hours.

(iv) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

(c) Hours - Other Than Continuous Work

This subclause shall apply to shift workers not on continuous work. Subject to Clause 5, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

(i) 38 hours within a period not exceeding seven consecutive days; or

(ii) 76 hours within a period not exceeding fourteen consecutive days; or

(iii) 114 hours within a period not exceeding twenty one consecutive days; or

(iv) 152 hours within a period not exceeding twenty eight consecutive days.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. An employee shall not be required to work for more than six hours without a break for a meal. Except at regular change over of shifts an employee shall not be required to work more than one shift in each twenty four hours.

Provided that:

the ordinary hours of work prescribed herein shall not exceed ten hours on any day;

in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant or work section or sections concerned; and

by agreement between the Company, the Consultative Committee, the Unions and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

the employer and the employees concerned being guided by recognised occupational health and safety provisions for 12 hour shifts;

proper health and monitoring procedures being introduced;

a suitable roster arrangement being made; and

proper supervision being provided.

(d) Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(e) Variation by Agreement

Subject to subclause (b) and (c) hereof the method of working shifts may in any case be varied by agreement between the Company and the majority of employees concerned.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the Company to the employees.

(f) Afternoon or Night Shift Allowances

(i) A shift worker whilst on afternoon shift shall be paid for such shift 15 percent more than his/her ordinary rate.

(ii) A shift worker whilst on night shift shall be paid for such shift 20% more than his/her ordinary rate.

(iii) A shift worker who works on afternoon or night shift which does not continue:

for at least five successive afternoons or nights in a five day workshop or 6 successive afternoons or nights in a six day workshop, or

for at least the number of ordinary hours prescribed by one of the alternative arrangements in subclause (b) or (c) hereof shall be paid for each such shift 50 percent for the first two hours thereof and 100 percent for the remaining hours thereof in addition to the ordinary rates.

(iv) An employee who:

during a period of engagement on shifts, works night shift only; or

remains on night shift for a longer period than two consecutive weeks; or

works on a night shift which does not rotate or alternate with another shift or with day work so as to give at least one third of working time off night shift in each shift cycle;

if a worker has been on continuous nightshift and takes annual leave, that worker will return to work at the agreed continuous nightshift rate

shall during such engagement period or cycle be paid 30 percent more than the ordinary rate for all time worked during ordinary hours on such night shift.

(g) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (f) hereof.

(h) Overtime

Shift workers for all time worked in excess of or outside the ordinary working hour prescribed by this agreement or on a shift other than a rostered shift shall:

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter.

Except in each case when the time is worked:

- (iii) by arrangement between the employees themselves; or
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) when not less than 7 hours 36 minutes notice has been given to the Company by a relief employee that he/she will be absent from work and the employee who he/she should relieve is not relieved and required to continue to work the next shift that employee shall be paid double time for all time after he/she should have been relieved.

(i) Requirement to Work Reasonable Overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

(j) Sundays and Holidays

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or Holiday shall be paid as follows:

- (i) Sundays - at the rate of double time.
- (ii) Holidays - as prescribed by Clause 25 - at the rate of double time.

Shift workers on other than continuous work for all time worked on a Sunday or Holiday shall be paid at the rates prescribed by Clause 8 of this agreement. Where shifts commence between 11.00pm and midnight on a Sunday or a Holiday, the time so worked before midnight shall not entitle the employee to the Sunday or Holiday rate: provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or Holiday and extending into a Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday.

Where shifts fall partly on a Holiday, that shift the major portion of which falls on a Holiday, shall be regarded as the Holiday shift.

(k) Daylight Saving

Notwithstanding anything contained elsewhere in this agreement, where by reason of the legislation of the New South Wales Government, summer time is prescribed as being in advance of the standard time the length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of summer time period, and
- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer period, shall be deemed to be the number of hours represented by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the State legislation.

## **8. Overtime**

- (a) For all work done outside of the ordinary starting or ceasing times of work, on any one day or shift Monday to Friday inclusive the rate of time and one half for the first two hours and double time thereafter shall be paid at the rate of remuneration prescribed in Clause 11 for the level at which they are classified.
- (b) An employee who is required to work on a public holiday will be paid 2.5 times the rate of remuneration prescribed in Clause 11 for the level at which that employee is classified.
- (c) An employee required to work on a Saturday will be paid 1.5 times the rate of remuneration prescribed in Clause 11 for the level at which the employee is classified, for the first two hours and 2.0 times after that, for a minimum of four hours work.
- (d) An employee who is required to work on a Sunday will be paid at double time rate for a minimum of four hours work. Calculation of the rate is as prescribed in Sub-clause (a).
- (e) An employee recalled to work after leaving on completion of that employee's normal shift, will be paid at double time rate for a minimum of four hours work for each time that he/she is so recalled. The employee shall not be required to work the full four hours if the job he/she was recalled to do is completed in less time.
- (f) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of remuneration for ordinary working time occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of remuneration for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were submitted for ten hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
  - (ii) where a shift is worked by arrangement between the employees themselves.
- (g) Employees will work a reasonable amount of overtime when required.
  - (h) Employees will be consulted prior to programming additional production which is above the scheduled weekly program.

## **9. Meal Intervals/Allowances**

- (a) Employees shall be entitled to an unpaid meal break of not less than 30 minutes which must be commenced within the third to seventh hours from the commencement of ordinary working hours.

Where the normal hours of work on a Friday are 6 hours an unpaid meal break of 30 minutes will apply if the employee is working more than 6 hours.

The Company may in appropriate circumstances reasonably require an employee to change the time of taking the meal break to ensure continuity of production.

Provided that, where the ordinary hours of work on any specified day do not exceed seven hours, those hours may be worked without a meal break by agreement of the majority of employees and the Company concerned.

- (b) An employee required to work for five hours on a Saturday, Sunday or public holiday shall be entitled to a meal interval of twenty minutes to be paid at overtime rates of pay provided the employee continues work for more than one and a half hours following the conclusion of the meal interval.
- (c) An employee required to defer the meal break beyond the seventh hour of the shift shall be paid at the rate of time and one half until the meal break is taken or the end of the shift, whichever first occurs.
- (d) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be required to work shall either be supplied with a meal by the Company or paid \$9.70 for the first and subsequent meals. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.
- (e) An employee who is required to work for more than two hours prior to his/her normal commencement time or more than two hours beyond his/her normal ceasing time in any day shall be allowed a break of twenty minutes at appropriate penalty rates. After each further four hours of overtime worked on the same day an employee shall be entitled to crib time of 20 minutes without deduction of pay, if the employee continues working after such crib time.

The employee and the Company may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the Company shall not be required to make payment in respect of any time allowed in excess of 20 minutes.

- (f) The Company may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

### **10. Rest Periods**

- (a) All employees will be allowed a paid refreshment break of 15 minutes in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.
- (b) All employees on shift work in addition to their crib break will be allowed a paid break of 10 minutes during their shift at a time to suit the needs of the operation. This break may be staggered to allow continuity of production.

### **11. Skill Levels and Rates of Pay**

- (a) The rates of remuneration listed in Sub-Clause (b) incorporate the 4% increase which is paid at Stage One of this Enterprise Agreement.

A further increase or increases of up to 4% will be paid at the time/s and under the conditions specified in Clause 3, Sub-Clause (e), Payments and Timing of this Enterprise Agreement.

- (b) Original rates from the date of ratification of the Enterprise Agreement with Industrial Relations Commission.

Remuneration Rate	Level	Definition
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All personnel are to be competency assessed as required, if an individual is not performing to the required level, then they will be dropped back to the previous level.

\$557.01	Entry	This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels which shall include all casual and probationary employees.
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\$583.88	1	<p>Employees at this level perform routine duties essentially of a manual nature including routine maintenance and work under supervision in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p> <p>Casting Mould Hand Packing Hand (Factory &amp; Warehouse) Reinforcing Hand Panel Saw Hand</p>
\$613.45	2	<p>Able to perform tasks at Level 1 if and when required. Covers tasks requiring the setting up, operating and routine maintenance of simple machinery and/or simple fabrication to a set design or manual tasks requiring responsibility for the quality of the finished task including quality control and keeping of records. Works in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p> <p>Cage Welding Hand Packing Line Operator Reinforcing Crane Operator Reinforcing Hand Co-ordinator</p>
\$674.85	3	<p>Able to perform tasks at Levels 1 and 2 if and when required.</p> <p>Covers tasks requiring the setting up, operating and routine maintenance of machinery of a more complex nature than that included at Level 2, and the responsibility for operating such machines to produce components to specification and schedule and monitoring stock levels of raw materials and finished components as well as supplying laboratory samples if and when required. Works in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p> <p>Cutting Machine Hand Reinforcing Machine Operator Forklift Driver Crane Operator Panel Cutting Saw Operator Quality Control Assistant</p>
\$724.89	4	<p>Able to perform tasks at Levels 1, 2 or 3 if and when required.</p> <p>Covers tasks requiring the setting up, operation and routine maintenance of machinery of advanced complexity, producing components to specification and schedule and monitoring stock levels of raw materials and finished components as well as supplying laboratory samples if and when required. Works in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p>

		<p>Cutting Machine Operator  Mixing Tower Operator  Senior Forklift Driver  Senior Crane Operator  Raw Materials Area Operator  Secondary Processing Co-ordinator</p>
\$756.74	5	<p>Able to perform tasks at Levels 1, 2, 3 or 4 if and when required. This is the tradespersons level.</p> <p>Employees classified at this level require a full Trades Certificate or its equivalent in on the job training.  Tasks at this level cover installation, maintenance and correct functioning of all mechanical, electrical and other equipment used in the operation or alternatively the ability to operate a work area of the plant as defined in Level 6. Works in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:</p> <p>Mechanical Tradesperson  Electrical Tradesperson  Boiler/Autoclave Operator</p>
\$815.85	6	<p>Able to perform tasks at Levels 1, 2, 3, 4 and 5 if and when required. Employees classified at this level require a full Trades Certificate with specialised skills as needed (e.g. hydraulics) or its equivalent.</p> <p>Tasks at this level cover installation, maintenance and correct functioning of all mechanical, electrical and other equipment designated as requiring additional special skills to those required for Level 5. Works in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p> <p>Special Class Mechanical Tradesperson</p>
\$894.86	7	<p>Able to perform tasks at Levels 1, 2, 3, 4, 5 and 6 if and when required.  Employees classified at this level require a full Trades Certificate with specialised skills as needed over those of a Level 6 (e.g. electronics skills) or supervise work of a Level 6 nature in a team environment.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:</p> <p>Electronics Technician  Senior Mechanical Technician</p>
\$926.10	8	<p>Able to perform tasks at Levels 1, 2, 3, 4, 5, 6 and 7 for which they have been trained if and when required.</p> <p>Employees at this level are able to perform any tasks required for the operation of a work area of the Factory and supervise and accept responsibility for its operation according to prepared standards. Without limiting the definition, the current work areas are those of Mixing Station, Cutting Machine, Corrosion Station and Boiler/Autoclave.</p> <p>Examples of work at this level include, but are not necessarily restricted to, that undertaken currently by:</p>

Supervisory Level Employee  
Senior Electronics Technician  
Programme Maintenance Co-ordinator

- (b) Junior employees will be paid the following percentages of the rate for Skill Level 1:
- 18 Years - 80%
  - 19 Years - 90%
  - 20 Years - 100%
- (c) An employee engaged as a casual will be paid 20% in addition to the rate for the entry level of skill. Which includes 1/12 in lieu of payment for Annual Leave.
- (d) The Company may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.
- (e) A Casual employee who has been working in a role for longer than 12 months, and has been offered a permanent fulltime position (where available) may enter at the current skill level subject to competency assessment. The normal three month probationary period will apply, but paid at the current skill level.

#### **12. Remuneration Sacrifice of Superannuation Contributions**

- (a) Remuneration as detailed in Clause 11 of 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 superannuation contribution to the CSR Australian Superannuation Fund. Wages and Superannuation are the two components which will make up remuneration. The sum allotted 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. 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 shall be adjusted in accordance with the negotiated arrangements referred to in this clause at the time of a remuneration increase and paid as set out in clause 13.

#### **13. Payment of Remuneration**

- (a) Unless otherwise agreed with the Consultative Committee, all remuneration payable, in respect of wages payable to employees and in respect of contributions to the CSR Australian Superannuation Fund, will be paid on Wednesday of each week by electronic funds transfer.
- (b) For each weekly payment the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

- (c) Pay week is Tuesday to Monday unless otherwise agreed with the Consultative Committee.

#### **14. Higher Duties**

- (a) An employee engaged for more than two hours on a day or shift on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during a day or shift he/she shall be paid the higher rate for the time so worked with a minimum of one hour to be worked before payment.

This payment will not apply where an employee is undertaking a task or tasks at a higher level of skill as part of training "on the job" for qualification to that higher level.

#### **15. Allowances**

- (a) FIRST AID ALLOWANCES

A properly stocked first aid kit will be provided and continuously maintained for emergency use by employees.

An employee who is qualified and rostered to regularly perform first aid duty, in addition to ordinary work, will be paid an allowance of \$1.97 per day in addition to the remuneration rate paid as required by Clause 11.

- (b) CONFINED SPACE ALLOWANCES

An employee who has a current certified confined space permit and carries out duties in a confined space will be given an additional \$0.54 per hour on the ordinary rates.

Confined Spaces as defined by the current CSR Hebel Confined Space Register.

#### **16. Protective Clothing and Equipment**

Where suitable protective clothing and equipment other than the normal issue (refer Clause 17) is required, then it will be supplied and laundered by the Company.

#### **17. Uniforms, Clothing and Safety Boots**

- (a) Each employee will be supplied with Company uniforms (in accordance with the Company policy) which are to be worn during working time, maintained in a clean and neat condition, and laundered by the employee.
- (b) Safety boots will be supplied to each employee and replaced on production of evidence that the boots are no longer serviceable and that they have been used solely for work on Company premises.

#### **18. Annual Leave**

- (a) All employees engaged by the week will be given four weeks annual leave for each completed year of service, being paid in advance the rate of remuneration they normally receive for their classification level for the period of leave taken.
- (b) The annual leave may be taken in one or more periods by agreement between the Company and the employee. Applications for annual leave shall be lodged one month prior to the period of annual leave requested.
- (c) When a public holiday for which the employee is entitled to payment (as prescribed in Clause 25) occurs when an employee is on annual leave, then the leave period will be extended by one day for each public holiday that occurs.

- (d) If the employment of a weekly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of remuneration for the employee's classification level, including pro rata payment for any part of a year's entitlement.
- (e) If the Company intends to close (or reduce to a nucleus) the operation then employees will be given one month's written notice that they will be required to take their annual leave. Employees will be paid in advance at the rate described in sub-clause (a) of this clause. Any employee with insufficient leave entitlement for the period of close down will be given 1/12 of total earnings year to date then leave without pay.
- (f) Leave may commence on any day of the week provided shift changes are agreed to and with no penalty to the company.

#### **19. Annual Leave Loading**

- (a) A weekly paid employee who goes on annual leave will be paid a loading of an additional 17.5% of that employee's classification level rate of remuneration for the period of leave.
- (b) A weekly paid employee whose employment is terminated by the Company will be paid a loading as in sub-clause (a) above for all untaken leave to which the employee is entitled. No payment will be made to an employee who has been terminated for misconduct as defined in Clause 4 (m).

#### **20. Sick Leave**

- (a) An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence as follows:
- (b) No payment will be made for any absence for which workers' compensation is paid.
- (c) The employee shall advise his or her supervisor of the expected absence and its cause within half an hour of the normal commencement time with the exception of proof of extenuating circumstances provided to the Company's satisfaction. At the same time, or later that same day if medical assessment is required, the employee shall advise his or her supervisor of the likely duration of the absence.
- (d) The employee must, if required by the employer, establish by presentation of a medical certificate to the satisfaction of the employer, that the employee was unable to work because of injury or personal illness. This includes non production days and a medical certificate is required for any period greater than one day.
- (e) In the first year of service, up to 5 days (i.e. one week) of ordinary time; provided that any such sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of service is complete.
- (f) In any subsequent year up to 64 hours of ordinary time.
- (g) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.
- (h) Sick leave of 5 consecutive days or greater covered by a doctor's certificate will be discounted from the absenteeism KPI.

#### **21. Personal/Carer's Leave**

- (1) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement

provided for in clause 20 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Agreement.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect for single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary rate, that is an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Enterprise Agreement.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

## **22. Bereavement Leave**

An employee shall on the death of a wife, husband, father, mother, father-in-law, mother-in-law, foster parent, brother, sister, child, step/forster-child, or grandparents be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Where the distance from the factory to the town where the funeral is to be held is 600 kilometres or greater then bereavement leave for a period not exceeding the number of hours worked by the employee in three ordinary day's work shall be allowed without deduction of pay. Proof of such death shall be furnished by the employee to the satisfaction of the Company if the Company so requests.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated, but shall include a person who lives with the employee as a de facto partner.

Bereavement leave in special circumstances will be considered on a case by case basis, between the employer and the individual.

## **23. Long Service Leave**

As per the NSW *Long Service Leave Act 1955* (as amended).

1. As agreed with the majority of employees and the Company, Long Service Leave may be taken in weekly allotments by mutual agreement at the time the request for Long Service Leave is made.

## **24. Parental Leave**

NSW *Industrial Relations Act 1996* (as amended).

## **25. Public Holidays**

- (a) The following days shall be paid holidays for weekly employees: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, the day upon which the Sydney Eight Hour Day is observed, Christmas Day, Boxing Day, and all gazetted or proclaimed holidays for the State of New South Wales.
- (b) An additional day each year shall be designated as a Picnic Day. This day is to be agreed with the Consultative Committee.
- (c) Remuneration for the Picnic Day shall be for eight hours at the rates of remuneration prescribed in Clause 11. Any employee required to work on the Picnic Day shall be paid at the rate of double time and one half for not less than four hours work.

## **26. Training**

The Company acknowledges its commitment to provide for its employees career paths and access to more varied, fulfilling and better paid jobs through training.

In accordance with the needs of the Enterprise, training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill.

The Company will accept responsibility for the organisation of "on the job" training but employees will assist as required in the training of other employees. For training "off the job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.

The Company will pay at the classified level of skill during all training undertaken in normal working hours as defined by the employee's current shift roster. For training undertaken "off the job" and outside normal working hours, and approved by the Company as being in accordance with the needs of the Enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.

Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.

## **27. Introduction of Change**

- (a) If the Company should make a definite decision to introduce major changes in production, program, organisation, structure or technology which are likely to have an effect on employees then the matter will be brought to the attention of the Consultative Committee together with all relevant information.
- (b) Discussions will take place between the Consultative Committee, The Unions and the management of the company with a view to mitigating any adverse effects of the changes on employees and to enable consideration of matters raised by employees.

## **28. Disputes & Grievance Procedure (the Company and Employees)**

The following procedure will be followed in connection with questions, disputes or difficulties.

- (a) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available manager.
- (b) If the matter is not resolved within 2 working days it will be brought to the attention of the Operations Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.
- (c) If the matter is not resolved within a further 4 working days it will be brought to the attention of the National Operations Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.

If the matter has not been resolved at the conclusion of the discussions within a further 7 working days the National Operations Manager (or the manager's designate) will provide a response in writing to the matter raised, including reasons for not implementing any proposed remedy.

- (d) If the matter remains unresolved it will be referred to the New South Wales Industrial Relations Commission for decision.
- (e) The employees may be represented, if they so wish, by a Consultative Committee member, another employee, or the Union which represents them in this agreement and to which they are a financial member.
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
- (g) All employees and parties to this Agreement are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

## **29. Redundancy**

- a) If at any time the Company makes a decision that the Company no longer wishes the task(s) the employee has been doing to be done by anyone, and this is not due to the customary turnover of labour, then the Company will advise the Union and delegates of the Company's intention and will provide all information relevant to the proposed redundancy(s). At the same time the Company will seek expressions of interest from employees who wish to volunteer for redundancy.
- b) After advising the Union and delegates of the intended redundancy(s), there will be a two week period of consultation during which the Union and delegates can offer alternatives to the redundancies for the Company to consider.

At the end of the two week period the Company will finalise its position, and will advise the Union and delegates of the decision.

- c) The Company will then declare the relevant position(s) redundant.

In determining who will be made redundant the company will consider the skills and experience which must be retained to ensure the continued efficient operation of the business.

- d) An employee who is made redundant will be given four weeks notice of redundancy.

The company may approve an employee's request for early termination during the period of notice and such approval will not be unreasonable withheld. If the company approves early termination, then payment will be made up to the date of termination and the employee's severance pay will be calculated up to that date.

- e) Employees who are made redundant shall received severance payments calculated as 6 weeks remuneration plus 2.5 weeks per completed year of service, provided that no employee shall receive a total payment in excess of 26 weeks remuneration.

"Weeks' pay" means the classification level rate of remuneration.

- f) The company will provide employees who are to be made redundant with a statement of service and will provide reasonable assistance in preparation of resumes and job application letters.
- g) Employees who are made redundant will be eligible for appropriate employment counselling and vocational training through recognised higher education institutions such as TAFE to a total value of \$750.00 per employee to cover fees and text books only, provided the counselling and vocational training clearly increases the employee's prospects of obtaining suitable employment. The employee may take up this offer at any time within twelve months of their date of termination. Payment for

employment counselling and vocational training will be made directly to the institution providing the service under normal CSR payment terms upon presentation of the invoice.

- h) An employee who is dismissed for misconduct as described in Clause 4(m) of this agreement will not be eligible for redundancy benefits.
- i) An employee who has been made redundant will be allowed up to one day off work with full remuneration to enable the employee to seek alternative employment or attend job interviews.

The day may be taken at mutually agreed times as a single day or on an hourly basis.

- j) 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.

## **29. Miscellaneous**

- (a) Loss of Clothing and Equipment

Damage to clothing, spectacles, hearing aids and tools - compensation to the extent of the damage sustained shall be made where in the course of the work, clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the Company's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. The Company shall be responsible up to a maximum of \$499.00 for an employee's clothing which may be destroyed by fire in a changing house or other shelter provided that such destruction is not in any way caused by the employee's own act or neglect. Provided further, that this paragraph shall not apply when an employee is entitled to Workers' Compensation.

Case hardened prescription lenses - the Company who requires an employee to have his/her prescription lenses case hardened shall pay for the cost of such case hardening.

- (b) Jury Service

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

- (c) Defence Force Reserves

An employee on weekly hiring required to attend a camp for defence force reserves may take annual leave or leave without pay for a maximum of 2 weeks per year.

- (d) Emergency Personnel

An employee on weekly hiring who is a member of a volunteer emergency service, eg: State Emergency Service, Bush Fire Brigade, etc, who is required for emergency service will be granted leave with or without pay for the duration of such emergency, supported by a letter on letterhead from the voluntary organisation.

## **30 Signatories**

The parties declare that this Agreement:

- (a) Is not contrary to the public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was not entered into under duress; and
- (d) Is in the interests of the parties.

In recognition of their acceptance of the terms and conditions of this Agreement (including Appendix A attached), the parties have placed their signatures below as indicated:

Accepted on behalf of the AWU, New South Wales:

Signature:

Date:

Position:

Supported by AWU Site Delegates:

Signature:

Date:

Signature:

Date:

Signature:

Date:

Accepted on behalf of the Electrical Trades Union of Australia, New South Wales (ETU):

Signature:

Date:

Position:

Accepted on behalf of CSR Limited:

Signature:                      Operations Manager                      Date:

**APPENDIX A**

CSR LIMITED

CONFIDENTIALITY AGREEMENT

To CSR Limited (referred to as "the company")

I, .....

of .....

as a condition of my Relationship with the Company (as defined below):

1. Acknowledge that all Know How of the Company
  - (a) is the exclusive property of the Company;
  - (b) is confidential and valuable to the Company; and
  - (c) that its unauthorised use or disclosure could be damaging to the Company; and
2. Promise:
  - (a) to keep confidential and not to disclose without the prior written permission of the Company, any and all Know How;
  - (b) to notify the Company in writing of, and where requested to assign (at no cost) to the Company, all my rights in respect of any Know How made or conceived by me during my Relationship with the Company.

Date:

Signed:.

Witness:

#### **DEFINITIONS**

"my Relationship with the Company" - my discussions and receipt of documents from the Company.

"Know How" - any technical information and data provided to me by the Company or made or conceived by me during my Relationship with the Company including (without limitation) any invention, discovery or improvement, made or conceived by me in relation to such information or data but excluding information and data which is or becomes public knowledge through no fault of mine.