

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NOEA97/167

TITLE: CSR Limited - Cecil Park Kiln Operators Enterprise Agreement 1997

I.R.C. NO: 97/4167

DATE APPROVED/COMMENCEMENT: 28 August 1997

TERM: Expires 1 July 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Kiln Operators at the Cecil Park Site

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

1. TITLE

This agreement shall be known as the "CSR Limited - Cecil Park Kiln Operators Enterprise Agreement, 1997".

2. ARRANGEMENT

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2	Arrangement
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4	Area, Incidence and Duration
5	Date and Period of Operation
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8	Annual Leave and Annual Leave Loading
9	Sick Leave
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11	Redundancy Clause
12	Operational Flexibility
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3. OBJECT OF PARTIES

It is the objective of the parties to this agreement to implement workplace practices so as to provide for working arrangements which improve the productivity of the Cecil Park plant, enhance job satisfaction and assist positively towards ensuring that CSR Limited becomes a more efficient enterprise.

The parties agree that the objectives of this agreement are to facilitate:

- (a) The development and maintenance of the most productive and harmonious working relationship obtainable.
- (b) The introduction and a commitment to Quality, Measurements (such as KPIs), Flexibility, Learning and Continuous Improvement.
- (c) Commitment to improvement of the business, product quality and embrace a self-monitoring workforce through training and appropriate measurement.

4. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon CSR Limited (CSR) in respect of its Cecil Park site and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch (the Union) in respect of Kiln Operators employed at Cecil Park site (the Employees).

5. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this

agreement's registration under the provisions of the Industrial Relations Act, 1996, and shall remain in force for a period of one year or until 1 July 1998, or whichever occurs earlier.



6.

RELATIONSHIP TO PARENT AWARD

The terms of the Brickmakers and Assistants (State) Award (the Award) shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of inconsistency, the terms of this agreement shall prevail.

7.

ANNUALISED SALARY

The salary, including over-award payments, will be increased by 4% from the date of approval by the Industrial Relations Commission of New South Wales.

The new salary is as set out in Appendix "A" of this agreement.

Rostered days off will cease as part of this agreement.

Future salary increases will be based on the Focus review System, based on the performance of the team. The team will set goals in conjunction with two (2) members of the Cecil Park Support Team. Reviews shall occur every four (4) months. Goals will be based on the KPI indicators following:

- (a) Safety
- (b) Quality
- (c) Productivity
- (d) Teaming
- (e) Involvement
- (f) Housekeeping
- (g) Measuring
- (h) Process Improvement

8.

ANNUAL LEAVE

Annual leave will be accrued at the rate of 160 hours per annum. Annual holidays loading will be paid at the rate of 17.5% annually in December of each year. The loading will be calculated using the current base salary of \$629 per week.

9.

SICK LEAVE

Ten days per year of service; unused leave may be accumulated without limit. Payment for prolonged illness will be reviewed by the Cecil Park Support Team.

10.

MULTI-SKILLING

For the term of this agreement (one year), each operator will have the opportunity to undergo multi-skilling in all areas of the process. As each person becomes competent, he will be available as a stand-in for those tasks when required as long as it does not interfere with their regular shift/rostering.

Skill gaining, know-how and flexibility will be encouraged. All of the skills will have a competency test that must be passed. Each person will be required to do a minimum of hours each six months at each skill and/or will be

retested annually. Competency test to be carried out by operator and support staff member.

11. REDUNDANCY CLAUSE

Redundancy provisions will be as follows:

- (a) 5 weeks notice of redundancy, or payment in lieu if notice is not given.
- (b) Annual leave plus 17.5% loading on entitlement and pro rata leave.
- (c) Long service leave in accordance with legislation.
- (d) Superannuation in accordance with trust deed rules.
- (e) Payments as follows -



ENTITLEMENT IN WEEKS

	<u>Under 45 Years of Age</u>	<u>Over 45 years of Age</u>
Less than 1 year	nil	nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	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 6 years and over 45 after 8 weeks are made in place of, and not in addition to, the 12 and 20 weeks which appear above.

Assistance

- (a) Assistance in preparation of resume and arranging contact with employment agencies (CES and others).
- (b) Counselling for interview techniques.
- (c) Contact other employer groups.
- (d) Paid time off to attend interview.
- (e) Certificates of service, and acting as a referee for prospective employers.

12. OPERATIONAL FLEXIBILITY

The company and employees agree that it is in both their interests to maintain the greatest possible flexibility with regards to the operation to ensure smooth and continuous supply of product to the customer. This is without limitation to the tasks but with due consideration to safety and the skill levels that the employees have obtained.

13.

SHIFT ROSTER

The shift roster for burners involve working hours that will be flexible as agreed amongst the Kiln Operator Team; However an undertaking by the team to the company is made, thereby guaranteeing 7 day-24 hour per day coverage.

14. COMMITMENT TO IMPROVEMENT, PRODUCT QUALITY AND MEASUREMENT

The company has a commitment to improvement of the business and product quality incorporating the formation of self-monitoring teams, training, multi-skilling and empowerment of our workforce. Likewise, a commitment is given by the employees to embrace these concepts to develop and maintain appropriate measures in partnership with the company.

The following process measures are to be implemented:

- (a) Works size of all products on an ongoing basis;
- (b) CWA tests of all products on an ongoing basis;
- (c) Monitoring gas usage on an ongoing basis;
- (d) Monitoring dryers on an ongoing basis;
- (e) The parties are committed to jointly developing and reaching agreement through the Business Improvement Team on set of KPIs for the site within six months of the commencement of this agreement. Once agreed, during the second six months of this agreement, the parties will analyse, monitor and review the KPIs with a view to the company, union and all employees coming to a real appreciation of the appropriateness and value of the KPIs. The information gained from this process will be used as a basis for the attachment of rewards to KPIs in the next agreement.

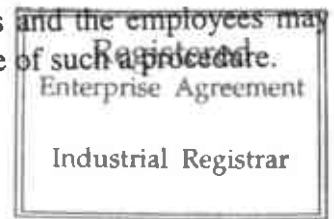


15.

GRIEVANCE PROCEDURE

- (a) Procedure in relation to a grievance of an individual employee -
 1. The employee is required to notify, in writing or otherwise, CSR as to the 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 discussion at each level of authority.
 4. At the conclusion of this discussion, CST must provide a 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 following normal work must continue.
 6. The employee may be represented by an industrial organisation of employees.
- (b) Procedure for a dispute between CSR and the employees -
 1. A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

2. Reasonable time levels must be allowed for discussion at each level of authority.
3. While a procedure is 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.



16.

BARGAINING FRAMEWORK

(a) **Agenda for Negotiations**

A committee of operators, team leader and management is to be formed. 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.

Neither party will add to the agenda items tabled at the first meeting other than in special circumstances and on reasonable grounds.

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.

(b) **Draft Agreement**

The company will prepare a draft agreement and issue same to the members of the committee as a working document. The draft agreement will be in standard Commission format and will include suggested versions of the necessary clauses including period of operation, parties bound, dispute avoidance and consultation.

(c) **Progress Reports**

Progress reports made to meetings of the Kiln Operators 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 hour's duration. The company will meet payment in relation to these meetings.

(d) **Information**

The parties will share information relevant to items on the negotiating agenda with the aim of enabling both parties to understand the rationale for any position being put forward during the course of committee meetings and assisting negotiations to take place on an informed basis.

(e) **Single Voice**

Whenever practicable, the parties will, during the course of the committee meetings, present a single position on the part of the company, on the one hand, and of the union, on the other, in respect of any agenda item for negotiation. To this end, officers of the company and union representatives on the committee will attempt to come to the meetings with agreed company and union positions respectively concerning relevant agenda items for discussion.

(f) **Conduct during Negotiations**

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.

(g) **Processing Agreement**

As soon as agreement is reached between the parties, the company and union 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.

(h) **Compliance**

The parties acknowledge that as part of good faith bargaining they shall use reasonable endeavours to ensure that they -

1. comply with the terms of this bargaining framework throughout the bargaining time frame;
2. 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.

17.

DECLARATION

The parties declare that this agreement -

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



SIGNED FOR
CSR BUILDING MATERIALS

by its representative
in the presence of:



A handwritten signature in cursive script, appearing to be "R. F. Reighton".

Witness

R. F. REIGHTON

Name (Please print)

A handwritten signature in cursive script, appearing to be "D. North".

Representative

A handwritten signature in cursive script, appearing to be "D. North".

Name (Please print)

SIGNED FOR
BRICK, TILE & POTTERY
INDUSTRIAL UNION OF AUSTRALIA
(NEW SOUTH WALES BRANCH)

by its representative
in the presence of:

A handwritten signature in cursive script, appearing to be "J. Ryan".

Witness

J. RYAN

Name (Please print)

A handwritten signature in cursive script, appearing to be "A. Santschuk".

Representative

A handwritten signature in cursive script, appearing to be "A. SANTSCHUK".

Name (Please print)

APPENDIX A

ANNUALISED SALARY



The following is the annualised salary to apply to kiln operators during the life of the agreement.

AWARD RATE	CURRENT ANNUALISED SALARY	ANNUALISED SALARY INCLUDING 4% INCREASE
\$392.50 Plus shift allowance and penalty rates	\$44920.00	\$46716.00