

ENTERPRISE AGREEMENT

NO. EA 98/141
.....

DATE REGISTERED 30.4.98
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PRICE \$ 36-00
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**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/141

TITLE: CSR Limited - Cecil Park Enterprise Agreement 1998

I.R.C. NO: 98/1886

DATE APPROVED/COMMENCEMENT: 30 April 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New, replaces EA97/145**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Production employees at the CSR Ltd Cecil Park site**

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

1.

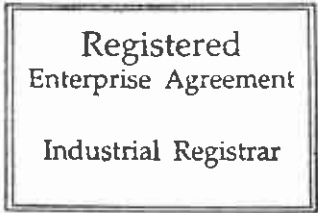
TITLE

This agreement shall be known as the "CSR Limited - Cecil Park Enterprise Agreement 1998".

2.

ARRANGEMENT

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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 parties agree that the objectives of this Agreement are to facilitate:

- a) the development and maintenance of the most productive and harmonious working relationship obtainable;
- b) non competing work teams with a commitment to Quality, Measurement (such as KPI's), Flexible Learning and Continuous Improvement;
- c) commitment to improvement of the business, product quality and embrace a self-monitoring workforce through training and appropriate measurement.

4.

AREA, INCIDENCE AND DURATION

This agreement shall be binding upon CSR Limited 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 ~~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 the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of two (2) years.

6.

RELATIONSHIP TO PARENT AWARD

The terms of the ~~Metal and Engineering Industry (New South Wales) Interim Award~~ (the "Award") shall

Brick makers and assistants (State) Award

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continue to apply to the parties other than to the extent of any inconsistency with the terms of this Agreement.

In the event of inconsistency, the terms of this Agreement shall prevail.



7.

WAGES

- 7.1 Wage increases will be applied at the rate of 4% from the first pay period commencing on or after the date of approval by the Industrial Relations Commission of New South Wales.
- 7.2 A further increase shall apply from the first pay period commencing on or after the 17th March, 1999. The total pay increase will be determined by combining a base increase of 2% with an aggregated KPI increase, provided that the total pay increase shall be no less than 4% and no greater than 6%. The aggregated pay increase will be determined by adding the individual KPI increases, based on the agreed KPI matrixes, as set out in Schedule 3 of this document.
- 7.3 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.
- 7.4 Wage rates pertaining to this agreement are set out in Appendix "A".

8.

REDUNDANCY

Redundancy provisions will be in accordance with Schedule 1.

9.

OPERATIONAL FLEXIBILITY

Overtime, when required, will be offered to the employees who normally work in a particular area before it is offered to a trained person outside that area. This in no way restricts the use of trained people from one area to another area on site.

The company and employees agree that it is in both their interests to maintain the greatest flexibility with regards to the operation to ensure smooth and continuous supply of product to the customer. This is without limitation to the tasks but with due consideration to safety and the skill levels that employees have obtained. The spread of normal hours will be extended from 6am to 6pm.

10.

LOADING OF PRODUCT

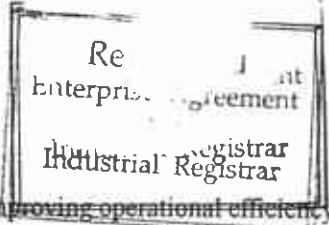
It is agreed that self loading of trucks can take place by truck drivers approved to do so by the company (CSR) between the hours of 6pm and 6am. Any such driver will be required to hold the appropriate licenses and conform to all safety policies of the company. The primary function of this clause is to increase our market share both local and interstate by providing superior customer service at no extra cost to the company (CSR) and in no way is it designed to erode the existing working conditions of our employees.

11.

PUBLIC HOLIDAYS

All employees have a commitment to maintain normal kiln push rate over a week's production, and when a public holiday occurs, 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.



12. **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.

13. **SKILLS MATRIX**

The Cecil Park Production facility consists of five (5) areas; Clay Preparation, Factory 1, Factory 2, Yard and Kiln. Each of the five areas are broken down into specific work sections. These areas and sections are described in the skills matrix below.

Clay Preparation	Factory 1	Factory 2	Yard	Kiln
Raw Materials FEL	F1 Extruder	F2 Extruder	F1 Unloading	Kiln 1
Dump truck	F1 Setter	F2 Setter	F1 Loading	Kiln 2
Water truck			F2 Unloading	Kiln 3
Production FEL			F2 Loading	
F1 Wet Pan				
F2 Crusher				

Each of the sections within an area require operators to be trained in all aspects of operation, safety and quality which can be demonstrated by a site specific competency test.

Production employees will be classified as follows:

A	General Hand	An employee who cannot operate a work section without support.
B	Machine Operator	An employee who has demonstrated the competency to operate a work section.
C	Skilled Machine Operator	An employee who has demonstrated the competency to operate in two work areas.
D	Highly Skilled Operator	An employee who has fulfilled the requirements of a Skilled Machine Operator and has completed a site approved training course.
E	Trade Qualified Operator	An employee who has demonstrated the competency to operate in two areas of plant and has completed certificate/trade qualification which is relevant to the operation of the site.

14. **MEALS**

Where an employee has to work back for more than four (4) hours beyond normal finish time without notice, a meal will be arranged by the company. 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. The intent of this provision is to cover exceptional circumstances. This provision operates in conjunction with the meal allowance provision of the Award.

15. **SHIFT ALLOWANCE**

It is agreed that shift allowances will be increased by the same percentage as wages are increased in this Agreement.

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.

17.

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.

18.

KEY PERFORMANCE INDICATORS

1. A Key Performance Indicator (KPI) is a measurement of plant performance, which:

- is relevant to the business;
- can be improved;
- can be impacted on by employees.

Cecil Park KPI's are:

- %1sts;
- %150's;
- Labour hours/'000;
- Absenteeism;
- Energy utilisation (GJ/'000);
- Safety performance;
- Truck turnaround time.



A pay increase based on cumulative performance achieved in each of these KPI areas will be paid from the first pay period commencing on or after 17 March 1999. The KPI based increase will be determined by reference to the matrixes set out in Schedule 3 and in accordance with clause 7.2 of this document.

KPI increases will exclude any benefit derived from capital expenditure or technological initiatives introduced by management. Costs incurred due to mutually agreed decisions, such as shift changes and restructuring of the site, will be discounted against these increases for those employees that accrue the benefit.

The twelve month period prior to the 1st March, 1999 will be used to determine the KPI based increase applied on the 17th March, 1999. Management and employee representatives will meet monthly to review KPI performance. Should the KPI measure prove to be inconsistent with the KPI matrixes included with this agreement then their application will be dealt with accordingly by mutual agreement.

The parties aim to use the KPI matrix to determine wage increases in future agreements using the performance levels achieved in this agreement as the base from which future increases will be calculated. This is consistent with the stated objective of the parties of achieving continuous improvement in performance.

The measuring and monitoring of the KPI's is to continue throughout the life of this agreement. The application of the KPI's will only continue through mutual agreement.

2. Definition of KPI's

- %1st's (*see note below*)

A 1st grade product is defined as a product made to specifications. Features include correct dimension, shape, correct additives eg. frit & sand, correct markings eg. rustic rollers.

$$1^{\text{st}} (\%) = A/N \times 100$$

Where

A = Total number of 1sts exit kiln

N = Total number of bricks exit kiln

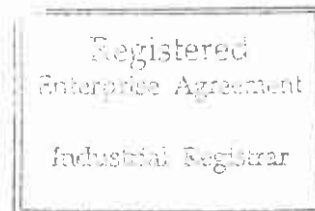
- %150's (see note below)

Brick to be a first grade product with correct colouring exiting kilns. For this purpose a 155 will be considered the same as a 150.

$$150's (\%) = B/N \times 100$$

Where

B = Total number of 150's exit kiln
N = Total number of bricks exit kiln



- Energy utilisation (GJ/'000)

Clay Bricks require the addition of energy to produce the final product. In the case of the Cecil Park product, gas and coal is added. For the purposes of the KPI's, the gas used to produce the energy comes to the site through gas mains and is measured at the boundary by a gas meter.

$$GJ/'000 = C \times D \times E / N$$

Where

C = Gas (measured in m³)
D = Correction factor (based on temperature and pressure)
E = Heating value (calculated by the gas company and converts the gas from m³ to Gigajoules (GJ/ m³)
N = Number of bricks kiln exit, measured in thousands ('000)

- Absenteeism

Is the ratio of sick, parental and leave without pay hours taken per number of ordinary hours worked, defined as a percentage. This information is as reported in the pay roll.

$$\text{Absenteeism} = F/G \times 100$$

Where

F is the number of sick, parental and leave without pay hours
G is the number of ordinary hours worked

- Labour Hours/'000

Is the number of hours worked, by wage employees and burners, as reported in the payroll, and includes those hours worked by contractors involved with the day to day production of bricks, per thousand bricks produced.

$$\text{Labour Hours/'000} = H/N$$

Where

H is the number of hours worked (measured in hours)
N is the number of bricks ex-kiln (measured in thousands)

- Safety Performance

It is agreed that safety is a true KPI and information generated will be as reported by CSR workers compensation.

The KPI measured at the Cecil Park site is accidents and/or incidents, causing physical injury, as reported through the First Aid Treatments register. This KPI will exclude all casual and contract employees carrying out capital expenditure projects.

$$\text{Safety Performance} = \text{Reported First Aid Treatments}$$

- Truck Turnaround Time

The truck turnaround time is the measurement of the average time required to turnaround a TNT truck in the Cecil Park yard. This information is obtained from TNT.

$$\text{Truck Turnaround Time (Average Waiting Hours)} = J / K$$

Where

J = Total wait hours (Total number of hours that TNT trucks are in the yard)

K = Total samples (Total number of TNT trucks that come into the yard)

Note: Brick Grading

Brick grading is an essential part of the normal operation of the plant. It generally utilises a team of employees, both staff and operators, and involves examining the product with the current grading procedure. With respect to the KPI's, 1sts and 150's are dependent on the grading procedure.

To meet customer demands, product grading procedures are required to reflect the true nature of the business. For the purposes of the KPI's and customer requirements, the most current product grading procedure and relevant documents will be operational. Employees will be informed of changes to the procedure.

Due to changing manufacturing processes and marketing demands the plant will be required to run trials. If the bricks do not meet the standard, they will be measured as 150's, which will not affect the agreement.

3. KPI/Wage Increase matrixes

The matrix for each KPI which will determine the actual wage increase payable is attached as Schedule 3.

19.

GRIEVANCE PROCEDURE

Procedure for a dispute between CSR and an individual employee:

- (a) 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.
- (e) While a procedure is being followed, normal work must continue.
- 6 The employee may be represented by an industrial organisation of employees.
- 7 Should the above steps fail to resolve the dispute then the matter should be referred to the Industrial Relations Commission for resolution.

(b) 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.

(b) 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.
- 5 Should the above steps fail to resolve the dispute then the matter should be referred to the Industrial Relations Commission of New South Wales for resolution.

20.

BARGAINING FRAMEWORK

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



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.
3. Long service leave in accordance with legislation.
4. Superannuation in accordance with trust deed and rules.
5. Payment 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

1. Assistance in preparation of resume and arranging contact with employment agencies (CES 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 - BTPU : ~~AMWU~~



1. Timetable

The members of the Enterprise Agreement Negotiating Committee (the "Committee") will meet, confer and negotiate with the aim of concluding agreement within a three month time frame commencing 17 December 1999.

- 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.
- e) 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

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.

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5. 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.

6. 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 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

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

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

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

- I. 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

KPI MATRIXES

1. % IST's

% 1st's	% Wage Increase 110,000	% Wage Increase 115,000
100	1.42	1.48
99.8	1.29	1.34
99.6	1.15	1.21
99.4	1.02	1.07
99.2	0.89	0.93
99	0.76	0.79
98.8	0.63	0.65
98.6	0.49	0.52
98.4	0.36	0.38
98.2	0.23	0.24
98	0.1	0.1
97.8	0.03	0.03
97.6	0	0
97.4	-0.03	-0.03
97.2	-0.1	-0.1
97	-0.23	-0.24
96.8	-0.36	-0.38
96.6	-0.49	-0.52
96.4	-0.63	-0.65
96.2	-0.76	-0.79
96	-0.89	-0.93
95.8	-1.02	-1.07
95.6	-1.15	-1.21
95.4	-1.29	-1.34
95.2	-1.42	-1.48
95	-1.55	-1.62
94.8	-1.68	-1.76
94.6	-1.81	-1.9
94.4	-1.94	-2.03

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2. 150's

150's	% Wage Increase 110,000	% Wage Increase 115,000
98	0.86	0.9
97.8	0.82	0.86
97.6	0.79	0.83
97.4	0.76	0.79
97.2	0.73	0.76
97	0.69	0.72
96.8	0.66	0.69
96.6	0.63	0.65
96.4	0.59	0.62
96.2	0.56	0.59
96	0.53	0.55
95.8	0.49	0.52
95.6	0.46	0.48
95.4	0.43	0.45
95.2	0.4	0.41
95	0.36	0.38
94.8	0.33	0.34
94.6	0.3	0.31
94.4	0.26	0.28
94.2	0.23	0.24
94	0.2	0.21
93.8	0.16	0.17
93.6	0.13	0.14
93.4	0.1	0.1
93.2	0.07	0.07
92.8	0	0
92.6	-0.03	-0.03
92.2	-0.1	-0.1
92	-0.13	-0.14
91.6	-0.2	-0.21
91.4	-0.23	-0.24
91	-0.3	-0.31
90.8	-0.33	-0.34
90.4	-0.4	-0.41
90.2	-0.43	-0.45

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3. Labour Hrs/'000

Labour Hrs/'000	% Wage Increase
1.9	-4.0%
1.89	-3.7%
1.88	-3.4%
1.87	-3.2%
1.86	-2.9%
1.85	-2.6%
1.84	-2.4%
1.83	-2.1%
1.82	-1.8%
1.81	-1.6%
1.8	-1.3%
1.79	-1.0%
1.78	-0.7%
1.77	-0.5%
1.76	-0.2%
1.75	0.0%
1.74	0.3%
1.73	0.6%
1.72	0.9%
1.71	1.1%
1.7	1.4%
1.69	1.7%
1.68	1.9%
1.67	2.2%
1.66	2.5%
1.65	2.7%
1.64	3.0%
1.63	3.3%
1.62	3.5%
1.61	3.8%
1.6	4.1%
1.59	4.4%

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4. Absenteeism

% Absenteeism	% Wage Increase
4.5	-0.35
4.4	-0.32
4.3	-0.3
4.2	-0.27
4.1	-0.25
4	-0.22
3.9	-0.2
3.8	-0.17
3.7	-0.15
3.6	-0.12
3.5	-0.1
3.4	-0.07
3.3	-0.05
3.2	-0.02
3.1	0
3	0.02
2.9	0.05
2.8	0.07
2.7	0.1
2.6	0.12
2.5	0.15
2.4	0.17
2.3	0.2
2.2	0.22
2.1	0.25
2	0.27
1.9	0.3
1.8	0.32
1.7	0.35
1.6	0.37
1.5	0.4
1.4	0.42
1.3	0.45
1.2	0.47
1.1	0.5
1	0.52

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5. Energy Utilisation

GJ'000	% Wage Increase 110,000	% Wage Increase 115,000
4.79	-1.4	-1.5
4.77	-1.3	-1.4
4.75	-1.2	-1.3
4.73	-1.1	-1.2
4.71	-1	-1
4.69	-0.9	-0.9
4.67	-0.8	-0.8
4.65	-0.7	-0.7
4.63	-0.6	-0.6
4.61	-0.5	-0.5
4.59	-0.4	-0.4
4.57	-0.3	-0.3
4.55	-0.2	-0.2
4.53	-0.1	-0.1
4.51	0	0
4.49	0.1	0.1
4.47	0.2	0.2
4.45	0.3	0.3
4.43	0.4	0.4
4.41	0.5	0.5
4.39	0.6	0.6
4.37	0.7	0.7
4.35	0.8	0.8
4.33	0.9	0.9
4.31	1	1
4.29	1.1	1.2
4.27	1.2	1.3
4.25	1.3	1.4
4.23	1.4	1.5
4.21	1.5	1.6
4.19	1.6	1.7
4.17	1.7	1.8
4.15	1.8	1.9
4.13	1.9	2
4.11	2	2.1

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6. Safety Performance

Safety Performance (Average per month)	% Change
11	-0.5
10	-0.4
9	-0.4
8	-0.3
7	-0.2
6	-0.1
5	0
4	0.1
3	0.2
2	0.3
1	0.4
0	0.5

7. Truck Turnaround Time

Truck Turnaround Time	% Wage Increase
65	-0.60
62.5	-0.30
60	0
57.5	0.15
55	0.30

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APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

The base rates of pay for 38 hours ordinary time worked are as follows:

	AWARD RATE	CURRENT RATE	NEW RATE INCLUDING 4% INCREASE
	\$	\$	\$
DIVISION A	393.60	495.40	515.20
DIVISION B	410.50	528.20	549.30
DIVISION C	423.50	539.20	560.70
DIVISION D	438.50	557.15	579.45
DIVISION E	461.40	608.95	633.30

Note: The above rates include an over-award component.

	SHIFT ALLOWANCES AWARD RATE	NEW RATE INCLUDING 4% INCREASE
	\$	\$
Rotating Day/Afternoon/Night	5.72	5.95
Rotating Afternoon/Night	8.54	8.88
Permanent Night	16.96	17.64

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SIGNED FOR
CSR BUILDING MATERIALS

D North
Signature

DESMOND GEORGE NORTH
Name (Please print)

R. F. Rushford
Witness

R. F. RUSHFORD
Name (Please print)

SIGNED FOR
THE FEDERATED BRICK, TILE AND POTTERY
INDUSTRIAL UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH

A Sawtschuk
Signature

A. SAWTSCHUK
Name (Please print)

R. F. Rushford
Witness

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