

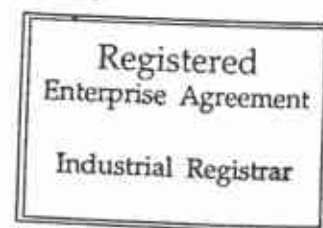
ENTERPRISE AGREEMENT

NO. EA 98/142
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DATE REGISTERED 30.4.98
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PRICE \$ 16
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**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/142

TITLE: CSR Limited - Maitland Enterprise Agreement 1997

I.R.C. NO: 98/1887

DATE APPROVED/COMMENCEMENT: 30 April 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Production employees employed at the company's Maitland site

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

1.

TITLE

The Agreement shall be known as the **CSR Limited - Maitland Enterprise Agreement, 1997**

2.

ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
4	Date and Period of Operation
5	Relationship to Parent Award
6	Object of the Parties
7	Safety
8	Wages
9	Pay System
10	Grievance Procedures
11	Declaration
12	No Extra Claims
Attachment 1	Maitland Restructure Condition, May 1997
Attachment 2	Maitland Enterprise Agreement Productivity Targets.



3.

AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon CSR Limited (the "Company") in respect of its Maitland site and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch (the "union"), in respect of employees at Maitland site (the "Employees").

4.

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 approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of 2 years.

5.

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 any inconsistency, the terms of this agreement shall prevail.

6.

OBJECT OF PARTIES/SPIRIT OF AGREEMENT

This agreement has been reached through a consultative process involving CSR Limited and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, to co-operate to ensure the profitable, efficient and ongoing operations of the Maitland site.

This agreement reflects the mutual commitment to the following;

- (a) the restructure conditions described in Attachment 1;
- (b) obtaining plant productivity levels described in Attachment 2;
- (c) a standardised pay system.

7.

SAFETY

The company is determined wherever possible to reduce risk/hazards in the work place. It has begun implementation of the CSR Safety, Health and Environment Management System. This program will require the full support of all employees.

Examples of employee requirements will involve, but may not be restricted to;

- Safety Improvement Teams/Safety Committees
- Safety audits
- Reporting of all hazards/incidents via appropriate documentation
- Identifying solutions
- Provide positive reinforcement.

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The company shall provide all appropriate protective clothing and safety equipment.

8.

WAGE INCREASES

Wage increases will be at the rate of 3% paid from the first pay period to commenced on or after the date of approval by the Industrial Relations Commission of New South Wales. A further 1% will be paid if the productivity agreement described in Attachment 2 is achieved. The 1% will be backdated to 15th November 1997.

If the productivity agreement is achieved a further 4% increase will be paid on 15 November 1998. If the productivity agreement is not achieved then a 3% increase will be paid on 15 November 1998.

The weekly wage rates payable under this agreement are set out in Appendix "A". These rates contain over-award payments.

9.

PAY SYSTEM

The system of pay will be as follows;

- Where a shift consists of 40 hours in a week, the first 38 hours is paid at normal time. The remaining 2 hours are paid at time and one half.
- Where an RDO still exists the remaining 2 hours will be banked as normal hours to be taken at a mutually agreed time (this affects maintenance only).

10.

GRIEVANCE PROCEDURE

In the event of any dispute/grievance occurring with respect to the implementation of this agreement, the matter shall be dealt with pursuant to the following procedure:

- i. The employee shall contact the supervisor to discuss the problem in an earnest attempt to resolve it (with or without a union delegate as the employee elects).
- ii. If unresolved, the supervisor shall refer the matter to the manager of the relevant section for further discussions to seek a solution (with or without a union delegate as the employee elects).
- iii. If still unresolved, the Works Manager along with the relevant union organiser shall discuss the matter.
- iv. If the matter is not settled at stage iii as outlined above, the State Secretary of the union will be advised. If he or she considers it necessary, additional assistance will be provided to settle the matter. The company may notify and/or involve its Industrial Relations Department at this stage.
- v. If stage iv is unsuccessful it is agreed that the matter will be referred to the Industrial Relations Commission of New South Wales for conciliation or arbitration.
- vi. No strike action or other punitive measures will be implemented for at least seven days during this dispute settlement procedure.
- vii. Without prejudice to either party and except where a bona fide Health and Safety issue is involved, work shall continue while matters in dispute are being dealt with in accordance with

these procedures.

- viii. Both parties, subject to their right of appeal, agree to abide by the Industrial Relations Commission of New South Wales decision.

11.

DECLARATION

The parties declare that this agreement:

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



12.

NO EXTRA CLAIMS

Both parties agree that no extra claims will be sought or granted during the life of the agreement.

MAITLAND RESTRUCTURE CONDITIONS - MAY 1997

The Maitland factory is to be restructured due the manning level of the factory being higher than necessary for the forecast sales and production volume requirements.

The manning levels and production times will be adjusted to enable approximately 31 million finished units. The productivity expectations of the plant are in line with the specifications of the machinery.

The changes to each of the respective work areas are as follows:

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1. Green Production

- 60 hours production worked over six 10 hour shifts, Monday to Saturday.
- Production consists of three teams, two of which are present on any day. The remaining shift to be rostered off.
- Production work times to be 6.00 a.m. to 4.30 p.m. 10 hours paid. Coverage of machines during breaks to be provided wherever possible.
- The pay week is Tuesday to Monday. Paid on Thursday.
- Base pay to be an average of the three week shift cycle.
- Bonus and overtime earned on any day to be paid in excess of the average weekly pay.
- The two hours worked over 38 hours averaged weekly are to be paid direct at time and one half
- Overtime worked on any weekday, i.e. over the ten hour rostered shift, will be paid at time and one half for the first two hours and then double time.
- Overtime worked on a Saturday, i.e. over the ten hour rostered shift, is to be paid at double time.
- Annual leave and sick leave is deducted at nine and a half hours for each rostered work day taken.
- The process shifts are classified as Day Workers as per Clause 3, Hours of Duty, of the Brickmakers and Assistants (State) Award
- Saturday is paid at time and one half for the first two hours then double time.
- Public holidays are paid to the shifts rostered on for that day. This is included as part of their average weekly pay. Where an employee's shift roster does not include a public holiday, they will receive their standard average weekly pay.
- Penalty rates as per the award apply for working on public holidays.

2. Pad Forklift Drivers

- 5 day shift roster, Monday to Friday
- 40 paid hours per week
- Working hours 5.30 a.m. to 2.10 p.m.
- The two hours worked over 38 hours weekly is to be paid direct at time and one half.

3. Yard and Dehacker

- 5 day shift foster, Monday to Friday
- 40 paid hours per week
- The two hours worked over 38 hours weekly is to be paid direct at time and one half.

4. Maintenance

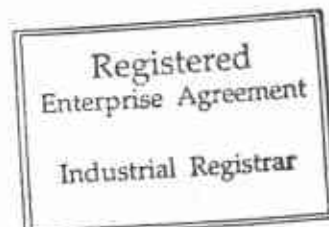
- No change to shift pattern
- Coverage for production on Saturday is required
- Saturday coverage is to be paid at normal penalty rates
- Coverage on machines during breaks to be supplied where possible.

5. Burners

- Burners to continue their current shift pattern

Future Changes

Changes may be necessary in the future, depending on the market demands. These would be based on business needs. A consultative approach would be adopted and flexibility demonstrated to allow for mutual benefit wherever possible.



ATTACHMENT 2

MAITLAND ENTERPRISE AGREEMENT PRODUCTIVITY TARGETS

The Maitland Consultative Committee agreed to the following productivity targets to determine a further 1% increase to be paid in march 1998.

Maintain a kiln push rate of 24 cars per day at an average of 4000 standard bricks per day, i.e.

2976000 standard bricks in a 31 day month
2880000 standard bricks in a 30 day month.

This is to be achieved without exceeding 10% overtime in the greenmake area**.

The above productivity must be maintained and proven until 31 March 1998. If the targets are achieved there is an expectation that this productivity rate will continue.

The productivity rates achieved should be clearly displayed in the factory for all employees.

If the productivity targets are achieved, the 1% increase will be back-dated to 15 November 1997 and will apply to the standard hourly rate and the bonus calculations.

If the productivity targets are achieved a further 4% increase will be paid on 15 November 1998.

If the productivity targets are not achieved the additional 1% will not be paid. A further 3% increase will be paid on 15 November 1998.

** If "substantial unplanned downtime" is encountered, this will be excluded from the overtime calculation. The interpretation of "substantial unplanned downtime" is to be determined at the time of the downtime by the employee representatives and management.

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Signed for CSR LIMITED

[Handwritten Signature]

Signature

[Handwritten Signature]

Signature of Witness

LEE ANNETT.

Name (please print)

R F RUSHTON

Name (please print)

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

[Handwritten Signature]

Signature

[Handwritten Signature]

Signature of Witness

A. SAWTSCHUK

Name (please print)

R F RUSHTON

Name (please print)



APPENDIX A

CLASSIFICATIONS AND WAGE RATES

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

	AWARD RATE \$	PRESENT RATE \$	NEW RATE INCLUDING 3% INCREASE \$	NEW RATE INCLUDING 1% INCREASE \$
DIVISION A	393.60	442.75	456.05	460.60
DIVISION B	410.50	448.20	461.65	466.22
DIVISION C	423.50	458.65	472.40	477.09
DIVISION D	438.50	475.15	489.40	494.27
BURNER plus shift allowances and penalty rates	432.50		801.42	809.44
LEADING HAND ALLOWANCE	23.09	46.00	47.38	47.85

The above rates of pay contain over award payments

