

# ENTERPRISE AGREEMENT

NO: E.A. 81 /1993

DATE REGISTERED: 7-6-93

PRICE: \$ 28-00

# ENTERPRISE AGREEMENT

## 1. TITLE

This Agreement shall be referred to as the Stegbar Pty. Limited (Lansvale) Enterprise Agreement 1993.

## 2. ARRANGEMENT

1. Title
2. Arrangement
3. Application of Agreement
4. Parties Bound
5. Date, Period and Review of Operation
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## 3. APPLICATION OF AGREEMENT

This Agreement shall apply at the Stegbar Pty. Ltd. office areas located at 84-98 Hume Highway, Lansvale, in respect to all its employees who are covered by the following Awards.

Clerks (State) Award

This Agreement shall also be read and interpreted wholly in conjunction with the above Award.

## 4. PARTIES BOUND

This Agreement shall apply to the Federated Clerks Union (the Union), and the members thereof, and upon Stegbar Pty. Limited (the Company) as to all its employees who are members or non-members of the Union mentioned.

## 5. DATE, PERIOD AND REVIEW OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after 1993 and shall remain in force until (12 months after the date of registration of this Agreement by the Commissioner for Enterprise Agreements).

By no later than 3 months before the expiry of this Agreement the parties to this Agreement undertake to formally review its performance and to negotiate a further Agreement.

This Agreement should remain in place until replaced by a new Agreement.

## **6. SINGLE BARGAINING UNIT**

The parties, named within this Agreement, will act within a single bargaining unit for the purposes of negotiating and implementing the terms of this Agreement in accordance with the 1991 New South Wales State Wage Case.

## **7. OBJECTIVES OF AGREEMENT**

The objectives of this Agreement are to actively assist in achieving the stated goals of the company which are as follows:

### **Dynamic Culture**

To have a customer focused, well trained, high performing workforce in a company environment that encourages innovation and change.

### **Brand Name**

To ensure that the STEGBAR name is widely perceived as market leader renowned for integrity, quality and service.

### **Product Leadership**

To be recognised as having good quality, innovative, cost effective products.

### **Superior Service**

To have the most responsive, competent and reliable customer service in the industry.

### **Growth Generation**

Aggressive, orderly expansion towards securing key market shares in chosen products and locations.

### **Profitability**

Maximise profit with a return on investment sufficient to justify ongoing funding requirements.

## **8. LABOUR FLEXIBILITIES**

To improve the flexibility and utilisation of labour within the organisation and maximise customer response time, the parties have agreed, through consultation, to implement the following:

### **Casual Labour**

In order to ensure stability of employment for current permanent employees it is recognised that casual labour at peak periods is required. Accordingly the parties agree that the casual labour required to cover peak periods will be no more than 20% of the permanent workforce coverage of any one union.

In respect to payment of casuals it is agreed that inexperienced casuals will be paid the award rate and appropriate casual loading. Experienced casuals who can meet standards expected of full time employees will be paid the existing floor rate plus casual loading.

Casuals can apply to the Sectional Consultative Committee to address their competency standards before the Grievance Procedure takes place.

It is understood that in times of industry downturn casuals will be the first to be laid off, thus providing greater security for full time employees. Casuals will be on call and subject to one day's notice of termination.

Wherever possible, based on merit, casuals will be offered permanent positions as they arise.

Casual labour will have no voting rights in relation to the Enterprise Agreement.

### **Overtime**

The cyclical nature of the industry requires overtime to be worked during peak periods to meet customer demands at such time.

Overtime will be worked as required by management and one day's notice of overtime will be given wherever possible. Preference for working overtime will be given to permanent employees.

The minimum acceptable amount of overtime is 6 hours per week. This will comprise a minimum 1 hour and maximum 3 hours on any day Monday to Friday or as mutually agreed between the individual employee and manager. Where overtime is required on Saturdays or Sundays, a minimum of 4 hours with a maximum of 8 hours overtime will be worked.

Friday afternoon will always be worked in preference to Saturday. However to be eligible to work overtime on Saturday employees must have complied with the minimum overtime requests during that week.

The Sectional Consultative Committee will counsel persons who continue to refuse minimum overtime after 1 day's notice of overtime is given. Persons failing to respond to this informal counselling session will be subject to the normal Disciplinary Procedure.

### **Exemptions**

1. Attendance at approved external training course
2. Employees on selected duties (Workers Compensation)
3. Pregnancy (if required by employee)
4. Employees who have been absent sick may not be required to work
5. Genuine hardship cases will be looked at individually based on their merits.

### **Bundy Clock**

All weekly paid employees will be expected to bundy on in the morning and only bundy off when leaving early or doing overtime.

Where wash up time exists the finishing bell will ring at wash up time. The employee is then free to go home or wash up before leaving. Where no wash up time exists the finishing bell will ring at normal finishing time.

Employees are expected to be productive in their work area up to the time of the finishing bell.

### **RDO'S (Clerks' (State) Award)**

Due to the seasonal and fluctuating nature of the business clerical employees may be encouraged to defer the taking of RDO's during peak periods. RDO's may be accumulated to a maximum of 5 days to be taken at a time mutually agreed between the employee and their Manager/Supervisor. Untaken RDO's in excess of 5 days must be taken or will be paid out at ordinary time rates.

### **Meal & Rest Breaks**

The timing of taking meal or rest breaks may be altered by the Company as requested with appropriate time taken in lieu of rest breaks.

### **Multiskilling**

All parties subject to this Agreement accept the principles of multi-skilling and it is further agreed this will be in accordance with the career path levels and National Accreditation Standards.

## **9. CONTINUOUS IMPROVEMENT**

The last 2 years have seen a substantial decline in industry in general and especially in the activity levels of the domestic sector of the building industry in which the company is a major player. Over this period the Company's sales and profits have been reduced and secure employment for employees has been threatened.

This is the first or foundation Agreement for the company and given the recent history the focus for everyone now must be one of consolidation and growth.

To this end the parties agree to adopt the principle of continuous improvement, a principle that will underpin not only this Agreement but all future Agreements as well. Therefore the parties commit themselves to continue with existing programs and reforms and to review and implement new measures to achieve continuous improvement. This will include, but not be limited to, such matters as reduction of waste, productivity, customer service, product quality, material control, administrative systems, occupational health and safety and absenteeism.

The Joint Consultative Committee will determine and agree, within 1 month or as soon as practicable from the signing of this Agreement, appropriate performance indicators and establish realistic measurements for use in this and/or subsequent Agreements.

The parties agree to an effective range of performance indicators that have been or will be developed during the lifetime of this Agreement by the Joint Consultative Committee, Sectional Consultative Committees and appropriate Work Teams. These indicators may consist of, but are not limited to the following areas.

(a) FINANCIAL PERFORMANCE

- \* Revenue
- \* Output versus input
- \* Inventory costs
- \* Material content per unit
- \* Labour content per unit

(b) WORK ORGANISATION

- \* Employee Training
- \* Number of management layers
- \* Functions performed by work team
- \* Planning errors
- \* Cycle ratios
- \* Production rates and yields
- \* Overdue jobs as a percentage of total jobs
- \* Materials handling
- \* Turnaround time
- \* Outputs per labour hours
- \* Changeover times
- \* Labour turnover
- \* Safety performance
- \* Absenteeism
- \* Disputation

(c) QUALITY

- \* Rejects
- \* Returns
- \* Yield recovery, etc.
- \* Wastage
- \* Including assessment of the cost of quality in accordance with Australian and International Standards.

(d) RELATED PERFORMANCE INDICATORS

- \* Waste
- \* A range of customer satisfaction measures
- \* Internal assessment of employee satisfaction
- \* Measures of innovation

Implementation Steps

1. The company will benchmark best internal practices on agreed indicators by examining figures for the previous 2 years;

2. The committee will agree upon targets and will aim to reproduce and improve on previous best practice;
3. Employees will be involved in the collection of the data for the agreed indicators and in the preparation of a monthly report to Sectional Consultative Committees;
4. Sectional Consultative Committees will draw-up an action plan in response to movement in indicators and will implement the plan as well as report back to the Joint Consultative Committee.
5. The Joint Consultative Committee will review the progress of the company against the trends in the agreed indicators;
6. The Phase 2 increase is tied to having demonstrated a positive sustained improvement in the agreed indicators.

### **Award Restructuring**

An integral part of continuous improvement is to continue to develop the skills and flexibility of employees. Therefore during the life of this Agreement the parties agree that the implementation of Award Restructuring (subject to the provisions of the various Awards) shall continue to proceed on the basis of:

1. The introduction and/or consolidation of an Enterprise Consultative Committee(s) with an agreed constitution.
2. Continuation of skills analysis/audit to identify the current and future needs of the enterprise and current skills and needs of employees.
3. The transfer of employees to new classification structures as contained in each Award or, where appropriate, the development of an in-house classification structure for a section or sections based on accredited training. Provided that such in-house classification structure is not in conflict with any national developed standard.
4. Identification and development of career paths within each classification structure and/or across classification structures.
5. Development of appropriate training plans to provide employees with the opportunity to acquire additional skills and establish career opportunities.

### **Sick Leave**

Existing award sick leave provisions continue to apply with the following additions -

1. In future employees with a poor attendance record will be dealt with under the Disciplinary Procedure. [As allowed by the Award, Stegbar will require a doctor's certificate for any single or multiple day's absence after the first 2 single days absence in any one year.]
2. An employee when returning to work following a period of extended sick leave (without a medical certificate) may be requested to be referred to the Occupational Health Co-ordinator and/or Company Doctor for work clearance.

## 10. ADMINISTRATIVE EFFICIENCIES

To reduce non-productive time associated with the calculation and payment of wages and to reduce costs to the organisation, the parties agree to implement the following:

### E.F.T.

The payment of wages will be by Electronic Funds Transfer. Employees will be given freedom to choose between any bank, building society or credit union and may have their deposit split between any two accounts or financial institutions.

A payslip will be issued to each employee on Thursdays representing wages available made on that day.

Any fees payable for depositing the wages will be paid for by the company. Any other account keeping fees are the responsibility of the employee.

In the event that the company or financial institution incur any unreasonable delays in transferring pays, the company will make alternative arrangements for employees to be paid. Such arrangements would be made no later than the next working day.

Prior to the introduction of EFT Stegbar will organise information sessions during normal working hours, to be conducted by an appropriate financial institution, to educate employees on the use of the EFT system.

### Canteen

The parties agree to abolishing the on-site canteen, which will contribute substantially to savings for the company. To offset the removal of this facility the canteen will become a lunchroom and will be equipped with an increased number of pie-warmers, microwaves and vending machines.

There is a commitment by the Company to investigate a range of services within the area that may provide a lunch delivery service.

## 11. WAGE INCREASE

### Phase 1

Following a review of the Enterprise Agreement by the Commissioner for Enterprise Agreements and on subsequent ratification of this Agreement by the Industrial Registrar a wage increase of 2½% (on existing rates of pay) will be applicable for all classifications of employees covered by this Agreement.

### Phase 2

Performance against agreed targets will be reviewed with the Joint Consultative Committee 3 months from the date on which the targets are agreed. A continuous improvement trend is in the key productivity indicators (as agreed) will result in a further 2% increase (based on the original existing rate of pay) to give a total 4.5% increase in remuneration.

At the same time the parties also agree to renegotiate the existing retrenchment agreement, using "Annexure C" as the basis for negotiations. The Phase 2 wage increase will be conditional upon all parties reaching consensus on a new retrenchment agreement.



**12. STATE WAGE INCREASES**

All parties agree that State Wage Case increases occurring during the life of this Agreement will be paid to employees as a percentage or flat rate.

**13. CONSULTATIVE STRUCTURE**

The parties to this Agreement shall observe the procedures set out in Annexure 'A' in relation to consultation.

**14. AVOIDANCE OF DISPUTES**

The parties to this Agreement shall observe the procedures set out in Annexure 'B' in relation to the avoidance of disputes.

**15. UNION DELEGATES**

All employees are entitled to have proper Union representation in their dealings with Management. The accredited delegate shall be allowed the necessary time during working hours to discuss with the employer or his/her representative any matter affecting the employee whom he/she represent. All employees are required to advise their Manager/Supervisor before leaving their work area.

**16. EXISTING AGREEMENTS**

Existing agreements will remain in place except where overridden by this Agreement.

**17. NATIONAL STANDARDS**

This Agreement shall not operate so as to cause any employee to suffer a reduction in ordinary time earnings or in national standards such as hours of work, annual leave or long service leave.

**18. NO PRECEDENT**

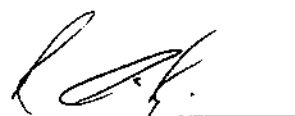
All parties agree that the contents of this Agreement will not be used as a precedent to base or progress any claims upon any other Stegbar unit or in any other organisation.

**19. DURESS**

This Agreement has not been entered into under any duress or pressure.

This Enterprise Agreement has been negotiated through extensive consultation between Management and Employees. All parties covered in this Agreement have full knowledge as to the content and likely affect of this document.

Signed in agreement by members of the Joint Consultative Committee on behalf of all parties and dated 19 .



R. CRIPPS  
General Manager, NSW  
STEGBAR PTY. LIMITED



V.J. HIGGINS  
Secretary, NSW Branch  
Federated Clerks Union

## **ANNEXURE "A"**

### **CONSULTATIVE STRUCTURE**

The following is a set of guidelines for the Management/Employee Consultative Committees that form the consultative mechanism for Enterprise Bargaining with respect to this and future Agreements.

#### Structure

There shall be a Joint Consultative Committee (JCC) and several Sectional Consultative Committees (SCC's). Both the JCC and SCC's will consist of representatives from management and employees.

The Joint Consultative Committee will comprise four (4) management representatives and four (4) employee representatives (3 FIMEE representatives and 1 FCU representative).

The Sectional Consultative Committees will comprise the following:

Aluminium/Supply	:	4 management representatives & 4 employee representatives
Clerical	:	3 management representatives & 3 employee representatives

#### Role of the JCC

- ◆ Manage the overall implementation of enterprise bargaining;
- ◆ Support and encourage the work performed by the SCC's;
- ◆ Make informed decisions on recommendations received from the SCC's;
- ◆ Effectively communicate with all employees in the company;
- ◆ Be accountable to all stakeholders in the company.

#### Role of the SCC's

- ◆ To be the catalyst for the implementation of continuous improvement;
- ◆ To make informed recommendations to, and act quickly on decisions made by the JCC;
- ◆ Effectively communicate with all employees in their respective sections;
- ◆ Where appropriate, quickly implement solutions in their own sections.
- ◆ Be accountable to all stakeholders in the company.

#### Decisionmaking Process

The committee will reach decisions by consensus only and not by voting.

#### Recommendations

All recommendations made by the SCC's or decisions made by the JCC must be fully evaluated and be in the best interests of the Company and the employees. The deliberations of the JCC and SCC's must consider the overall cost of the recommendation against it's overall benefits.

### Quorum

A quorum shall consist of the full membership of the committee(s) and any absenteeism shall be covered by an appropriate substitute from management or the relevant union.

### Elections

Employee members elected and management members appointed to the Committee(s) shall hold office for the length of the Agreement. Prior to the review period of the current Agreement committee members will offer themselves for re-election or re-appointment. Newly appointed committee members will be trained, where appropriate, and form the committee undertaking the renegotiation and implementation of the next Agreement.

If, during a term of office, a member of the committee ceases to be on the committee then a new member is to be elected or appointed in his/her place.

### Chairperson

To be elected by the Committee from within the Committee and will alternate every 6 months between a management representative and an employee representative. In the event of the absence of the chairperson, the vice chairperson will stand in for the meeting.

### Secretary

A secretary will be appointed by the Consultative Committee to record the proceedings at each meeting for the minutes.

### Meetings

Sectional Consultative Committee meetings will be held at least once a month, or at the request of a majority of members, and shall self-appraise its performance against the context of the current Agreement and provide feedback to the Joint Consultative Committee.

Likewise the Joint Consultative Committee meetings will be held at least once every six (6) weeks, or at the request of a majority of members, and shall self-appraise its performance against the context of the current Agreement and provide feedback to each Sectional Consultative Committee.

Meetings shall be conducted during normal working hours, will run to an agenda and not exceed 2 hours duration.

### Agenda

Suggestions for the Agenda may be made by any of the members of the Consultative Committee to the Secretary for approval by the chairperson and the vice chairperson (or their nominees) at least five working days prior to the meeting. This will allow agreement between both parties on the content of the agenda.

It is agreed that no item can be added to the Agenda after it has been finalised a week before the scheduled meeting of the Consultative Committee.

### Minutes

Signed Minutes of the Consultative Committee shall be published for all employees to peruse as soon as possible after the scheduled meeting.

### Training and Preparation Time

It is agreed that the members of the Consultative Committee will be allowed time during normal working hours to attend training courses to prepare them to carry out their duties on the Committee effectively. Time will be allowed for committee members to prepare for meetings based on the Agenda.

### Co-Option to Committee

1. The Consultative Committee shall have power to co-opt other company personnel for advisory purposes on specific issues and to expedite Committee business.
2. Where agreed an external source can be invited to attend relevant meetings.
3. Accredited union officials may attend Committee meetings as observers.

### Confidentiality

It is agreed that certain information may be regarded by management as confidential. However, management will make every effort to make available as much information as possible for the effective resolution of problems. Agreement will be required on what material put before the Committee is regarded as confidential.

When management provides information which is recognised to be confidential, committee members will maintain confidentiality on such information.



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## GRIEVANCE PROCEDURE

Where a matter is not able to be resolved as outlined below, or in the event of any major change in employment conditions or Award terms, or in the event of any dispute arising between the Company Management and the Union members, the parties will consult together to reach settlement without loss of wages or production.

Further, except where a genuine safety issue is involved, work will continue normally as agreed by the parties, without interruption and without prejudice to final settlement.

### STEP 1

Any employee or Union Delegate who has a grievance on any issue should try to resolve the issue with their supervisor/leading hand while the other employees in the department continue working.

Where time is necessary for the supervisor/leading hand to investigate the issue, the supervisor/leading hand will give an answer within twenty-four hours. If for good reason an answer cannot be given, a progress report will be given and agreement reached on a time for a reply to be given.

If the matter is not settled then:

### STEP 2

The issue will be referred to the appropriate grievance committee for resolution no later than the next normal working day or earliest possible time.

A grievance committee for each Department will be established to resolve grievances referred to it by employees, delegates or leading hands and will be made up of the following representatives:

Leading Hand involved in dispute  
Union Delegate  
Supervisor

The committee will meet on the next normal working day or the earliest possible time following a grievance being referred to it. It will investigate the grievance to achieve agreement or resolution of the issue.

If the matter is not settled then:

**STEP 3**

The Department Manager shall carry out any necessary investigations, discuss the matter with the Union Delegate and make a reply within two normal working days of the formal referral of the matter. If a reply cannot be given, a progress report may be made and agreement reached on a time for a reply to be given.

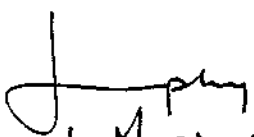
If the matter is not settled then:

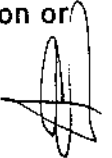
**STEP 4**

The matter shall be formally submitted by the Union Delegate and/or Union Representative/Officer to the Company's State Manager/Personnel Manager and/or appropriate officer of the Company.

**STEP 5**

If agreement cannot be reached on the issue/s through the foregoing procedure, the matter may be submitted to the Commonwealth Conciliation and Arbitration Commission or the Industrial Relations Commission of NSW as appropriate.

  
L. MURPHY  
FCU  
INDUSTRIAL OFFICER.



## ANNEXURE "C"

### RETRENCHMENT AGREEMENT

In time of economic hardship the parties recognise that, after dispensing with all casual labour, there may be a need to further reduce permanent employees.

As soon as the company is aware of the need for reductions in employee position numbers which may lead to redundancies, all available measures to provide existing employees with continuing employment within classification with the company will be taken including transfers and retraining.

Where other opportunities exist the company will provide employees with retraining for other positions.

The company will provide the respective union with numbers of proposed redundancies within classification.

Consideration will be given by the company to employees who offer to volunteer for redundancy within classification within section.

Both parties recognise that the retention of skills is a critical aspect of any retrenchment program. In the event that the company rejects any application for voluntary retrenchment then the company undertakes to provide reasons to the appropriate union.

It was agreed that the existing 2 Year Retrenchment Agreement be changed to least efficient employee to be retrenched first.

Determination of efficiency would be based on the employees:

Level of multi-skilling	)	
Ability to meet the acceptable work standards	)	being of equal value
Attendance record	)	
Safety record	)	
All things being equal preference will be given to retaining longterm employees.		

On retrenchment existing award conditions will apply and in addition the company will pay:

1. Untaken sick leave
2. Pro rata annual leave loading
3. Employees with less than 12 months service receive 1 week's severance pay
4. Pro rata long service after 5 years long service