

ENTERPRISE AGREEMENT

NO: E.A. 141 /1994

DATE REGISTERED: 26-4-94

PRICE: \$ 22-00

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as the PAUL SEGAERT PTY LTD ENTERPRISE AGREEMENT 1993.

2. ARRANGEMENT

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3. PARTIES & PERSONS BOUND

This Agreement shall be binding on

- a. Paul Seguert Pty Ltd
- b. The Building Workers Industrial Union of Australia New South Wales Branch, and persons eligible to be members thereof employed by Paul Seguert Pty Ltd.
- c. All employees of Paul Seguert Pty Limited engaged in a manufacturing, distribution and warehouse capacity.

4. APPLICATION & INCIDENCE OF AGREEMENT

This agreement shall apply at the Enterprise of Paul Seguert Pty Ltd situated at 20 Holbeche Road, Arndell Park, 2148.

The incidence of the Agreement shall be as determined by Clause 43, Area, Incidence & Duration of the Joiners (State) Award and Clause 48, Area Incidence & Duration of the Glass Workers (State) Award.

This Agreement shall have no application in respect to persons engaged on a construction site.

5. GENERAL TERMS & CONDITIONS OF EMPLOYMENT

It is agreed between the Parties to this Agreement that except as provided for in this Agreement the minimum conditions of employment shall be wholly and solely as determined by the Joiners (State) Award.

This Agreement shall be read and implemented wholly in conjunction with the Joiners (State) Award, provided that where there is any inconsistency this Agreement shall take precedence.

6. DATE & PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after date of registration and shall remain in force for 12 months.

7. PREAMBLE

The objectives of this Agreement are -

To achieve real and demonstrable gains in productivity, efficiency and flexibility to improve not only the standard of working life but also the overall performance of all employees with the ultimate aim of improving the company's competitiveness with a consequential improvement in job security.

These objectives are seen by all parties to be mutually beneficial

A system of workplace consultation has been implemented through the formation of an Enterprise Consultative Committee (ECC). The committees role is to discuss and implement changes that will improve productivity efficiency and flexibility on an ongoing basis.

Appendix "A" of this agreement is a copy of the ECC's constitution outlining the commitments given by the parties to maximising the potential to improve the operations of the enterprise - particularly

That the Enterprise be flexible and encourage innovation and evolution at all levels.

That constant learning through the sharing of information and the improvement of skills and knowledge for all employees be promoted and encouraged.

That the organisation of work ensures that all employees take increasing responsibility for quality, productivity and the development of efficiencies compatible with their level of skill, knowledge and framing.

8.2.5 R D O's

Flexibility has been agreed to in dealing with the RDO thus allowing Management to ask employees to either stagger or bank their RDO entitlement, subject to mutual consultation and agreement provided that the accumulative RDO entitlement shall appear upon the employees pay advice referred to in 8.2.3 above.

8.2.6 FIXED TERM EMPLOYEES

Where it is assessed that additional labour resources are required for a fixed duration up to 12 weeks employees may be employed on a Fixed Term employment basis. Fixed Term employees will become permanent employees after 12 weeks of Fixed Term employment.

8.2.7 MEAL ALLOWANCE

When an employee is required to work overtime in excess of one and a half hours after working ordinary hours inclusive of time worked for accrual purposes shall be paid an amount of \$7.60 to meet the cost of a meal or the rate prescribed within the Joiners (State) Award which ever is the greater to meet the cost of a meal.

8.2.8 PAYMENT FOR SKILLS UTILISED vs SKILLS POSSESSED

Any new employee will be classified according to the needs of the job originally employed to perform and be paid the appropriate skills classification wage even though the employees qualifications may indicate their ability to perform higher grade work.

All employees have the right at their regular skills review to apply for a higher grading.

8.2.9 ANNUAL LEAVE

Flexibility of taking Annual Leave is an important ingredient in this agreement allowing Management and employees to engage in effective consultation to vary the existing award conditions to better suit the workload of the Company especially at Xmas and Easter.

8.2.10 STAND DOWN PROVISIONS

The following procedure is to be used only as a last resort when all other options have been exhausted
i.e. :-

1. Movement of personnel from one department to another to better share available work.

8.2.1 HOURS OF WORK

The hours of work will be from 6 a.m. to 11 p.m. enabling a second shift to be employed without any penalties providing that existing employees are first offered the opportunity to work overtime to a maximum of a 12 hour shift per day.

This procedure will require day shift employees to give a forward commitment to working overtime on a week by week basis.

8.2.2 START & FINISHING TIMES (PACK UP & WASH TIME NOW EXCLUDED)

There shall be a 5 minute wash up time immediately prior to the lunch breaks. Every employee will commence and finish their shift at their Work Station on the sound of the siren.

8.2.3 PAYMENT OF WAGES

All wages will be paid by EFT on a weekly basis. Details of the EFT wages will be distributed to all employees during their lunchtime.

8.2.4 TIME OFF

Time off will be granted on an "AS NEED" basis in consultation with the Supervisor with the opportunity for the employee to return to work and complete the shift or work back the "TIME OFF" taken on another day - The working back to preferably be within the current pay week and on the basis that one hour off will equal one hour worked whether the time is worked back in normal time or overtime.

As a general rule, in order to work overtime on a Saturday an employee must attend on the preceding Friday, unless prior arrangement has been made with their immediate Foreman.

The parties adopt a broad approach to productive performance incorporating management and labour efficiency and flexibility, quality training and equity issues thus ensuring the long term competitiveness of the enterprise.

8. MATTERS AGREED

8.1 WORK ORGANISATION

8.1.1 DEMARCATION

There is no demarcation of work amongst persons who fall within the scope of this Agreement and labour will be permitted to be moved between areas to take account of absenteeism, seasonal fluctuations and bottle necks in production, as and when required. Provided that, changed/shared duties are within the scope of employee knowledge, skill, and training.

8.1.2 TEAM WORK

A "Team Work" approach will apply to all new projects for the purpose of sharing information to improve communication, employee commitment and involvement thus better utilising employee's skills to improve product quality and reduce costs .

Team areas have been identified to included

1. Machining and Sawing
2. Sheetmetal fabrication
3. Frame assembly
4. Small parts manufacture & flyscreens
5. Glazing
6. Stores - inwards & dispatch.

8.1.3 QUALITY ASSURANCE & BEST PRACTICE

Following our successful accreditation to AS3901/ISO9001 the focus will be on the devolution of responsibility for quality assurance to every employee. This will be achieved with the adoption of continuous improvement programs and the adoption of a best practice approach to all activities. The implementation of the "Opportunities for Improvement" programme being one of the first visual signs of this commitment.

8.2 FLEXIBILITY PROVISIONS

2. Utilisations of available accrued annual leave.
3. Implementation of a specific training programme where it is foreseen that a particular work activity is to be delayed for a known time.

Should all of the above option be exhausted the Company may apply to the NSW Industrial Relation Commission to seek stand down orders in accordance with S231 of the Act.

In the event an employee cannot be usefully employed because of any stoppage of work for which the employer cannot reasonably be held responsible the contract of employment shall be continued except that the employer's liability for payment of wages shall be suspended for the duration of the stoppage of work. Two working days notice shall be given to employees prior to such suspension.

Where such stoppage arises from a failure or shortage of electrical power which is subject to a decision of the Industrial Commission of New South Wales in any Electrical Rationing - Emergency Stand Down Award or any other award with similar meaning the provisions of that award shall apply.

- (a) Any employee who is stood down under this subclause shall be treated for all purposes (other than payment of wages) as having continuity of service.
- (b) Such employee may at any time whilst stood down terminate employment without notice and shall be entitled to receive as soon as practicable all wages and outstanding entitlements to the time of termination.
- (c) Such employee shall be at liberty to take other employment. In this event the employee shall inform the employer of this fact and the period of notice required to terminate the alternative employment. The employee shall not be in breach of contract for not reporting for duty after being notified, if required to work out a period of notice with the alternative employer. Such period of notice shall not exceed one week from the time of notification.
- (d) Any employee who is to be stood down under this subclause shall be entitled to elect to take any annual leave which is credited or which is accruing.
- (e) The employer shall not be entitled to deduct payment for any day prescribed by the award as a public holiday falling while an employee is stood down except where the employee has become entitled to payment for the holiday shall, if required by the employer, furnish a statutory declaration setting out details of remuneration received from any alternative employment during the period of stand down.

8.2.11 SUPPLEMENTARY LABOUR

Utilisation of supplementary labour in the factory will be permitted subject to

1. No permanent employee being disadvantaged by loss of overtime opportunities.
2. Prior to engaging supplementary labour the Union delegates will be consulted with full particulars of the nature and extent of the work to be performed.
3. The team concerned is consulted as a whole and informed of the situation.
4. The Company shall ensure that the supplementary labour obtained shall be employed upon an award basis, and that all statutory entitlements are and have been paid to the employee (s) before the commencement of work.

8.2.12 SKILLS MATRIX

During the term of this Agreement the Lidco Skills/Wages Matrix will be fully reviewed - This review to include reference to Clause Appendix A. of the Joiners (State) Award and the Building Trades Products Award 1993.

9. PERFORMANCE MEASUREMENT & BENCHMARKING

The Committee acknowledges that Performance measurement is central to the implementation of best practice.

It is intended that this agreement will embrace the practice of setting targets, objectives and appropriate performance indicators.

Our indicators will endeavour to measure both qualitative and quantitative factors addressing issues such as productive labour hours, output, cost and financial performance as well as absenteeism, employee satisfaction and last but not least Customer Satisfaction.

The establishment of indicators to compare performance with other enterprises, be they the same or similar.

The focus in all this is to give our Company a sustainable competitive position within the market, in which it operates.

10. DISPUTE SETTLEMENT PROCEDURES.

The Parties to this Agreement shall observe the following agreed procedure for the resolution of grievances and industrial disputation.

The procedure provides

- the opportunity to deal with the matter as close to the source as possible with graduated steps for further discussion and resolution at higher levels of management.
- an orderly and just method of reviewing an issue or grievance on its merits.
- A means of resolving an issue or grievance without disruption to work and without prejudice to a final settlement.
- It is agreed by all parties that
 - a) In the first instance the Employee will refer their problem to His/Her Supervisor who shall resolve the grievance within 48 hours or refer the matter to the Production/Warehouse Manager within that 48 hours.
 - b) If not settled at this stage the Employee will refer their problem directly to the Production/Warehouse Manager.
 - c) If not settled at this stage the Employee will refer the matter to his/her Union Delegate for further discussion with the Production/Warehouse Manager.
 - d) If not settled at this stage the Union Delegate will refer the matter to the Union Official for further discussion with the Divisional General Manager.
 - e) If not settled at this stage the matter may be referred to the NSW Industrial Relations Commission.

Sensible time limits shall be allowed for completion of the various stages of the discussion. At least 7 days and a maximum of 14 days should be allowed for all stages of the discussion to be finalised.

Whilst the above procedures are being followed work shall continue as it was prior to the dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for assistance in resolving the dispute.

11. TERMINATION OF EMPLOYMENT PROCEDURES.

Where performance standards fall below those expected by the Company, the worker shall be counselled in the presence of a union delegate.

This is termed a formal verbal warning which will be confirmed in writing and will remain valid for a period of 12 months before it lapses.

(Stage 1, Company disciplinary procedure).

If substandard performance continues the worker is again counselled and given a written warning in the presence of the union delegate detailing the events of behaviour which need improvement or change.

(Stage 2, Company disciplinary procedure).

If there is no improvement within eight weeks of the previous written warning the worker shall be given a final written warning in the presence of the union delegate.

(Stage 3, Company disciplinary procedure).

If, during the 6 months following the final written warning, the workers performance level falls below that expected by The Company then the employee can be terminated.

If during the 6 months mentioned above the worker performs to the level required the final warning shall become null and void and not be considered grounds for termination.

The worker however can still be terminated by the employer on the spot for misconduct, ie stealing, hitting the boss or another worker, failure to carry out a reasonable instruction etc, and under such circumstances the delegate should be contacted by the worker.

Both the employees and the employer recognise the need for a consistency in approach throughout our enterprise.

Note: Performance as referred to herein refers to attendance, attitude, quality of workmanship, output and any other facet that is deemed to affect our competitiveness in the marketplace.

12. NO EXTRA CLAIMS COMMITMENT

There shall be no further wage increase over the life of this Agreement except when consistent with a State Wage Case decision, or as provided for by Section 124 (2) of the NSW Industrial Relations Act, 1991.

13. WAGE INCREASES

A wage increase of 4.1% shall be paid from the beginning of the first full pay period to commence on or after the date of registration of this Agreement.

14. UNION REPRESENTATION.

This agreement recognised the union party to this agreement and their accredited representatives as the legitimate representatives of the employees covered by the agreement.

15. TERMINATION OF AGREEMENT.

This agreement may be terminated by the Parties bound by the agreement only if:-

(i) The company, the employees or the union have knowingly and consistently acted contrary to the spirit and letter of the agreement and one (1) months written notice is given by one party to the other parties.

or

(ii) By mutual agreement of the parties and after proper consultation has occurred with the company's workforce

and

(iii) Application is made to the New South Wales Industrial Relations Commission pursuant to s124 of the New South Wales Industrial Relations Act 1991.

16. DURESS

It is acknowledged and agreed that no party has entered into this Agreement under duress.

COMMITTEE

Michael Lambourne

M. Lambourne

Emmanuel Couch

Emmanuel Couch

Ron Davis

Ron Davis

Gene Levette

G. Levette

Pauline Oliver

P. Oliver

Les Herczeg

L. Herczeg

John O'Brien

John O'Brien

Charlie Molnar

Charlie Molnar

Ahmet Kaplan

Ahmet Kaplan

Adrian Wright

Adrian Wright

For and on Behalf of
Building Worker's Industrial Union of Australia
New South Wales

Peter McClelland

Peter McClelland
State President

G. Lillie
Witnessed By

For and on Behalf of
Paul Segaeert Pty Limited

Robert Segaeert

Robert Segaeert
Managing Director