

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/53

**TITLE: Paul Seguert Pty Ltd (Trading as Lidco) Enterprise Agreement**

**I.R.C. NO:** IRC4/5906

**DATE APPROVED/COMMENCEMENT:** 15 October 2004 / 15 October 2004

**TERM:** 13

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/2.

**GAZETTAL REFERENCE:** 18 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 31

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Paul Seguert Pty Ltd (trading as LIDCO), located at 20 Holbeche Rd, Arndell Park NSW 2148, engaged in the classifications of manufacturing, distribution and warehouse, who fall within the coverage of the Joiners (State) Award; the Glass Workers (State) Award; and the Transport Industry - Mixed Enterprises Interim (State) Award

**PARTIES:** Paul Seguert Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

# **PAUL SEGAERT PTY LTD (TRADING AS LIDCO) ENTERPRISE AGREEMENT**

## **1. Title**

This Agreement shall be known as the PAUL SEGAERT PTY LTD ENTERPRISE AGREEMENT 2004. It shall supersede and replace all previous Paul Seguert Pty Ltd Enterprise Agreements.

## **2. Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties & Persons Bound
4.	Application & Incidence
5.	General Terms & Conditions of Employment
6.	Date & Period of Operation
7.	Preamble
8.	Matters Agreed
9.	Personal Development (External Training)
10.	Training
11.	Performance Measurement & Benchmarking
12.	Industry Standard
13.	Dispute Settlement Procedures
14.	Counselling/Termination of Employment Procedures
15.	Union Representation
16.	Wage Increases
17.	No Extra Claims Commitment
18.	Termination of Agreement
19.	Duress
20.	Relocation Clause (Leave Reserve)

## **3. Parties & Persons Bound**

This Agreement shall be binding on

- a. Paul Seguert Pty Ltd (Trading as LIDCO) (herein after referred to as the 'Company') of 20 Holbeche Road, Arndell Park, 2148.
- b. Construction, Forestry, Mining and Energy Union (CFMEU) OF 12 Railway Street, Lidcombe (hereinafter referred to as the 'CFMEU') represented by it's officers, it's members and persons eligible to be members thereof employed by Paul Seguert Pty Ltd at the Arndell Park Site.
- c. All employees of Paul Seguert Pty Limited employed at the Arndell Park Site who are engaged in a manufacturing, distribution and warehouse capacity.

## **4. Application & Incidence of Agreement**

This agreement shall apply only at the Enterprise of Paul Seguert Pty Ltd situated at 20 Holbeche Road, Arndell Park, 2148 and shall be binding on all persons employed by the Company on work able to be covered by the terms of the Joiners (State) Award, the Glass Workers (State) Award and the Transport Industry Mixed Enterprises Interim (State) Award New South Wales.

## **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 except in the following instances:

### Site Work

Any employee who is to attend a construction site will be paid in accordance with the terms and conditions of the relevant 'Site Agreement' between the builder and the employees on that 'Site' engaged in similar work.

### Transport Work

Any employee who is employed as a Transport Worker shall be employed in accordance with the relevant terms and conditions of the Transport Workers Mixed Enterprises (Interim) State Award New South Wales.

This Agreement shall be read and implemented wholly in conjunction with the nominated awards, provided that where there is any inconsistency this Agreement shall take precedence.

## **6. Date & Period of Operation**

This Agreement shall operate from the date of certification by the NSW Industrial Relations Commission and remain in force until 30th November 2005.

## **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 committee's 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 training.

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 work 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 include

1. Sawing
2. Machining
3. Fabrication
4. Sheetmetal
5. Glazing
6. Stores

#### 8.1.3 Quality Assurance & Best Practice

Paul Segart Pty Ltd being accredited to ISO9001 will continue to focus 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 continuation of the "Opportunities for Improvement" program confirms Paul Segart's ongoing commitment to quality regarding these issues.

### 8.2 Flexibility Provisions

#### 8.2.1 Hours of Work

The span of ordinary hours of work will be from 6 a.m. to 7 p.m.

Permanent employees will be given the opportunity to work overtime in preference to casual employees to a maximum of three nights by two hours overtime per night as well as Saturday as long as they possess the basic skills for the task required.

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

In the event that a second shift is established, current employees will be offered the option of changing but shall have the right to refuse without being disadvantaged or discriminated against in any way.

Ordinary working hours would be considered to be between the hours of 6.30am and 3.00pm.

#### 8.2.2 Start Time

At the sound of the siren, employees will be at their workstation or immediate place of work, ready to commence the shift.

A (2) minute advance siren will be sounded in anticipation of actual starting time.

#### Morning Tea Break

A siren will be sounded at the commencement and completion of the break (total duration of 15 minutes).

A (2) minute advance siren will be sounded in anticipation of the resumption of work to allow time to be at their workstation or immediate place of work.

#### Lunch Break

A siren will be sounded at the commencement and completion of the break (total duration 30 minutes).

A (2) minute advance siren will be sounded in anticipation of the resumption of work to allow time to be at their workstation or immediate place of work.

#### Finishing Time

A siren will be sounded at the completion of the shift with employees finishing their work activities at their workstation or immediate place of work.

Note: Wash and pack-up time are absorbed into the morning tea and lunch breaks and finishing time.

#### Meal Break Flexibility

In order to provide continuous output and meet customer expectations, there is

a necessity to ensure critical operations continue throughout the day. To this end, employees may be requested to delay or advance their scheduled meal break to suit such circumstances.

### 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 meal break, no later than Thursday of each pay week.

An employee who due to circumstances within the control of the employer does not receive his/her wages due by the cessation of ordinary hours of work on the Thursday of each week (unless by his/her agreement to waive such payment) shall be paid waiting time at overtime rates, with a minimum of a quarter of an hour, until such time as the wages due are paid.

### 8.2.4 Time Off

Time off will be granted on an "AS NEED" basis in consultation with the Foreman with the opportunity for the employee to return to work and complete the shift and either make up the "TIME OFF" taken on that day or another day, at a time pre-determined in consultation with their foreman. The make up time to preferably be worked within the current pay week (Monday to Friday) where mutually acceptable to both parties 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 Foreman.

### 8.2.5 RDO's

Flexibility has been agreed to in dealing with the RDO thus allowing Management to ask employees to either stagger or bank their RDO's to a maximum of five days entitlement. Banked RDO's may be taken at a mutually agreed time as predetermined in consultation with the foreman.

During peak work periods it would be a prerequisite to stagger RDO's to ensure that each team as outlined in 8.1.2 can function and deliver output to suit customer and program needs. To this end we envisage a 50% attendance of each team be available on those RDO's.

A mutually agreed schedule or roster will be compiled showing staggered RDO's as referred to above which will be implemented during peak work periods.

Due to fluctuating work commitments and the necessity to meet customer order requirements, a request for change to the employees agreed RDO may be given with a minimum 24 hours notice by the company. The employee shall have the right to refuse the request without being disadvantaged or discriminated against in any way and take the scheduled RDO as previously agreed.

A reciprocal approach will apply when an employee requests a change from the company from the agreed scheduled RDO.

RDO entitlement shall appear upon the employees pay advice referred to in 8.2.3 above.

#### 8.2.6 Fixed Term/Casual Employees

##### Fixed Term

Where it is assessed that additional labour resources are required for a fixed duration up to 12 weeks, the first two weeks of which shall be on a daily hire basis, after which the employee shall be employed for the remainder of that fixed term. Employees may be employed on a Fixed Term employment basis of up to 12 weeks. Fixed Term employees will be assessed after this period for consideration to be offered a permanent position.

Redundancy and casual loading shall not be applicable to a Fixed Term employee.

The period of Fixed Term employment will be confirmed in writing and acknowledged by both parties prior to the commencement of the employment period.

##### Casual

Alternatively to a fixed term employee, if a need arises, a casual may be employed on a day to day basis due to short term and unpredictable work situations. A casual will be paid a 20% loading in lieu of statutory entitlements.

Fixed Term or Casual employees shall be allowed to work a maximum of 12 weeks per year. Each new 'year' shall commence on the anniversary of their original starting date.

Once a Fixed Term or Casual employment agreement is established, the basis of employment shall not be altered between Fixed Term and Casual for the duration of the agreed term.

All other conditions of employment shall be as per clause 33 of the Joiners (State) Award.

The above shall not be implemented until the Company has offered overtime to permanent employees. This overtime shall be limited to three nights by two hours per night as long as they possess the basic skills for the task required. Where practicable, the Enterprise Consultative Committee will be advised of the decision and reasons.

#### 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 \$9.90 to meet the cost of a meal or the rate prescribed within the Joiners (State) Award whichever is the greater.

#### 8.2.8 Payment For Skills Utilised Vs Skills Possessed (New Employees)

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 as agreed with the employee even

though the employees qualifications may indicate their ability to perform higher grade work. All employees shall have the right to apply to be re-graded in line with our skills matrix and assessment criteria if a position at a higher grade becomes vacant.

#### 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.

As a prerequisite, annual leave accrual should be taken after consultation and approval by Management having considered present and forecasted work commitments and the ability of the Company to perform to them.

In all cases, a minimum of one week's notice shall be given by either party unless mutually agreed otherwise.

At least a minimum representation of 50% of each 'Team' shall be present at all times unless workload fluctuations require increased or decreased levels. The Company would encourage that in the first instance, annual leave be discussed amongst the 'Team' members to achieve primary goals as stated above. Once an application for Annual Leave is received from an employee by management, the Company shall give a response within a maximum of one week from the receipt of the application.

#### 8.2.10 Sick Leave Scheme

On the anniversary of each employee's entitlement they must have accumulated a minimum of 15 days sick leave entitlement prior to being eligible for the Scheme.

If the employee's 'bank' is less than 15 days, then at the employee's anniversary, the unused entitlement will be used to 'top up' the bank with the balance being dispensed in line with the 'Scheme'.

The unused portion of the employee's previous year's sick leave entitlement (maximum 10 days) shall be, at the employee's instruction, actioned in the following manner:

- 1 Paid out by the Company at their normal hourly pay rate, in the first full pay week following their anniversary.
- 2 A portion of unused days paid out in accordance with (1) with the balance of days being banked over and above the minimum 15 days.
- 3 All unused days banked over and above the minimum 15 days.
- 4 An employee's accumulation may continue up to a maximum of 70 days, after which the accrual in excess of 70 days shall be paid out at the conclusion of each anniversary.

Note: Each employee's current accumulated sick leave bank as at 30.6.96 that exceeds 70 days shall be retained for use if sick leave taken exceeds 10 days in any year but shall not be paid out on any other circumstances.

On termination, by either party, of employment the previous year's entitlement will be calculated on a pro rata basis, less days taken and then paid to the employee, providing that they have a bank of 15 days

Medical Certificates shall be required in accordance with the current sick leave clause as contained in the award. Sick Leave may be used for the purpose of Family Leave.

This clause shall be read in conjunction with the Joiner (State) Award. Where this clause is silent the award shall apply.

#### 8.2.11 Workplace Clothing Policy

On commencement with the Company you will be issued with Standard Safety Footwear and protective clothing as may be required.

If other than standard is required, the additional cost shall be paid by the employee.

After 12 weeks of employment (inclusive of time worked as a casual/fixed term employee) you will be issued with the Standard Uniform Kit which comprises:

3 of shirts (either short or long sleeved) button or polo  
3 of pairs of pants (either short or long trousers) or 3 of Bib and Brace Overalls  
1 of sloppy joe  
1 of bomber/blue jacket (\$20 contribution from employee)

Subsequently the re-issue of the uniform will be annually on the following basis:

- a. During June each year  
  
2 shirts (either short or long sleeve) button or polo  
2 pair of pants (either short or long trousers) or 2 of Bib and Brace Overalls  
1 sloppy joe
- b. Safety Shoes (cost conditions as above) and Bomber/Blue Jacket will be replaced on a fair wear and tear basis.
- c. Employees may purchase any additional items of the Company Uniform direct from the manufacturer through the Company at the Company's purchase cost (details to be posted on Notice Board).

Note: New employees who have received their initial Uniform Issue between 1 March and 30 May will not become eligible for a re-issue until the following year.

The conditions of uniform issue are:

1. It is required that employees will wear the uniform at the work place.
2. The uniform will remain the property of the Company for 12 weeks from the date of issue or subsequent re-issue.  
  
Should employment be terminated by either party before the expiration of this 12 week period then the uniform issue will be returned to the Company or be recovered at cost from any amount due to the employee on termination.
3. On expiration of the 12 week period from the date of issue the ownership of the uniform will pass to the employee.
4. The employee accepts responsibility for maintaining the uniform in a clean and neat condition.
5. The replacement of damaged items of the uniform will be at the discretion of the Company.

#### 8.2.12 Apprentices/Trainees

The Company understands and acknowledges the potential benefits associated with the employment of apprentices/trainees.

To this end, under a more stable economic environment and a secure long term workbase, we will strongly consider the employment of apprentices/trainees as an option.

#### 8.2.13 Drugs and Alcohol Policy

The Company and employees agree to adhere to 'The Lidco Site Drug and Alcohol Policy' as contained in Appendix 'D'.

#### 8.2.14 Rehabilitation of Injured Workers

The Company agrees to review and implement a new rehabilitation policy in conjunction with the safety committee. The operation of this policy shall be reviewed on a regular basis by the safety committee and such a policy be displayed in a prominent position agreeable to all employees and contain the name of the rehabilitation co-ordinator.

It is envisaged that the rehabilitation policy will cover the Lidco 'site' including both factory and office employees.

The parties agree that the person responsible for the management of rehabilitation cases should be adequately trained to do the job.

#### 8.2.15 Anti-Discrimination

The Company is committed to having a policy of anti discrimination and to this end the consultative committee shall establish and implement an anti-discrimination policy to address the issues of equal opportunity, sexual harassment and discrimination in line with current legislation.

It is envisaged that this policy be implemented by the committee within a 6 month period from the commencement of this agreement and that the policy will cover the Lidco 'site' including both factory and office employees.

#### 8.2.16 Shortage of Work and 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.
2. Utilisation of available accrued annual leave and Long Service Leave.
3. Implementation of a specific training program where it is foreseen that a particular work activity is to be delayed for a known time.

#### Stand Down

Should all of the above option be exhausted the Company may seek stand down orders in accordance with the relevant Act.

#### 8.2.17 Supplementary Labour

The parties agree that when necessary, to meet short term peak work requirements, additional labour resources are able to be sourced from bonafide Labour Hire and Sub Contractor Companies who meet, as a minimum the wages and benefits of this agreement or have an enterprise agreement with their employees, provided that:

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.

#### 8.2.18 Skills Matrix

1. New employees shall be offered a position based on an assessment of their skills in relation to our Skills matrix (Appendix 'B') and the needs of the Company.
2. A list of existing employees and their grades will be posted on the notice board and updated as employees change grade.
3. Where an employee is requested by the employer to carry out the work of an another employee in a higher grade, then the employee shall be paid the higher rate for the duration of the agreed period.
4. Advancement through the skills matrix will depend on an employee meeting the required criteria for that higher grade and a position being available within that grade.
5. The parties agree to the consultative committee reviewing the training requirements and skills for each grade and the required number of employees in each grade. Part of this review will include the development of a Company Training Plan that will be based on the following principles:

The skills matrix and relevant training requirements will be designed and structured to meet the operating needs of Lidco.

Structured on the job training program

External training packages

Relevant nationally endorsed competency standards from the following areas

Metal Trade

Building Trade

Warehousing and Distribution

6. The Company Training Plan will be the basis upon which a structured up skilling of the workforce will occur to meet company requirements.
7. The Company Training Plan will be developed through the Consultative Committee who will be responsible for implementing the Plan. Where required training is agreed the following principles will apply:

Where required training is to be undertaken during ordinary hours of work it shall be without loss of pay.

Where required training is to be undertaken outside of ordinary hours of work that time shall be paid at ordinary hours rate (excludes clause 9 personal development/external training).

8. The Company Training Plan will also include an assessment of skills held by existing employees to identify skill-gaps which exist at present levels and how they can be addressed.
9. The parties recognise that training may be by way of: Formal on the job, external courses, industry conducted courses.
10. Where required training is to be done by outside organisations, the Company will pay for all course fees and materials (excludes clause 9 personal development/external training).
11. Assessment will be done by a team to be nominated by the consultative committee.
12. Appeals on assessment shall be based on an agreed mechanism.
13. The training plan is to be completed within six months of signing of the enterprise agreement.

### **9. Personal Development (External Training)**

The Company encourages any employee to undertake external training or study to develop and enhance their personal level of skill, which would in turn, have impact on the company's manufacturing performance.

To this end, all employees are encouraged to attend related core business, recognised TAFE or University courses outside of normal working hours and upon successful completion of studies, be fully reimbursed for demonstrative course costs (term, semester, year; whichever is applicable).

The course selected and associated costs need to be discussed and approved with management prior to any enrolment.

### **10. Training**

- 10.1 The Company understands and acknowledges the potential benefits associated with the cross training of employees, leading to a fully multi skilled workforce giving Lidco a competitive edge in the industry.

We envisage that as the Company gains momentum and develops a cross training culture, the individual shall benefit greatly by being offered a higher level of job security, greater job satisfaction, more varied work practices, the opportunity for additional overtime and the opportunity for more defined career paths.

To this end, the Company will, where practically possible, plan for cross training activities for employees dependant on the following issues:

That the employee has been assessed and has the potential capability of cross training into other prescribed teams.

That the employee has reached an acceptable level of competence within their own team prior to engaging in cross training.

That the cross training time frame is carried out at a mutually agreed time.

That cross training does not inhibit the required output to meet customer and programmed demands.

That the efficiency of the operation is not sacrificed as a result of cross training.

- 10.2 Other Issues

One information or product training meeting shall be conducted once per fortnight during lunch breaks. Attendance at these meetings will be compulsory.

## 11. Performance Measurement and 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.

## 12. Industry Standards

### 12.1 Superannuation

It is a condition of this agreement that the Company will maintain a payment equivalent to 1% over and above the Superannuation Guarantee Levy or \$45 per week whichever is greater (inclusive of cost of life insurance premiums). This contribution shall be paid to either of the following funds:

Building Unions Superannuation Scheme (C+BUSS Award based fund)

Paul Segart Group Productivity Fund (AMP Superannuation Scheme)

New Employees

All new employees will be given the option of joining one of the following schemes

Building Union Superannuation Scheme (C + BUSS Award based fund)

Paul Segart Group Productivity Fund (AMP Superannuation Scheme)

### 12.2 Top Up Workers Compensation Cover

Top Up Workers Compensation cover will be provided by the Company and paid through UPLUS Insurance broker.

### 12.3 Redundancy Provisions

In relation to Redundancy, the following shall apply:

1. The company shall have full discussions with its employees and with the union prior to announcing that the retrenchment provisions, as set out in this agreement, will take effect. All decisions arrived at will be made in accordance with the NSW *Industrial Arbitration Act 1996*.
2. The provisions of this agreement will not apply to apprentices or to those who are dismissed for reasons other than retrenchment or those employees who terminate of their own accord. Once attaining tradesmen status the period of indenture shall be taken into account should the employee become redundant.
  - 2.1 For the purpose of this agreement, retrenchment/redundancy entitlements shall only apply to employees who are deemed to be retrenched through no fault of their own and who are in excess of the number of employees required to cope with the then current work requirements.

3. The employer shall call for employees who are willing to volunteer for termination based upon redundancy grounds. In the event that an employee does volunteer in preference to any employee who did not volunteer, the employment of the volunteering employee shall be terminated.

Subject to the abovementioned paragraph, in selecting which employee is to be subject to termination, preference according to the length of service of the employees with the employer shall operate to the effect that an employee with the least service will be selected for such termination.

In both of the abovementioned situations the company's need to maintain an efficient workforce and operations shall be paramount and both the above situations may be negated to ensure the viable character of the employer's operation.

4. Continuous service means an unbroken period of employment up to the point at which the employee is terminated. Broken periods of employment shall not be taken into account.
5. All retrenched employees shall receive the following notice or payment in lieu in accordance with their relevant award or the provisions of the Workplace Industrial Relations Act.

Period of Continuous Service	Notice Period
i) Not more than 1 year	1 week
ii) More than 1 year but not more than 3 years	2 weeks
iii) More than 3 years but not more than 5 years	3 weeks
iv) 5 years or more	4 weeks

The period of notice is increased by one week if the employee is 45 years or over and has completed at least two years continuous service with the company.

An employee who finds an alternative position during the period of notice may, with the consent of the company, terminate his/her employment prior to the expiry of the period of notice without forfeiting his/her entitlement to retrenchment compensation. The company's consent in such circumstances will not be unreasonably withheld.

6. Employees under notice of retrenchment shall be allowed 4 hours per week of notice period to attend job interviews at a time mutually agreeable between the company and the employees and no loss of entitlement will occur subject to satisfactory proof of interview.
7. The company shall endeavour, where possible, to assist in the placing internally or externally those people who are redundant.
8. Retrenched employees shall receive an itemised statement of all payment within seven (7) days of receiving notice and a certificate of service shall be made available to a retrenched employee.
9. Should an employee, under notice, die prior to the nominated date of termination, all benefits of this agreement to which such employee was entitled, shall be paid directly to that employee's estate.
10. A weeks pay shall mean an employee's normal rate of pay for an ordinary week's work at the time of notice of retrenchment.

Normal rate of pay does not include overtime, shift allowances or disability allowances etc; that do not directly relate to a normal weeks pay but does include allowances that apply for all purposes of the award including leading hand allowances.

11. This agreement shall not apply to casual employees. However a casual employee who is offered permanent employee status will have his/her length of continuous service, for redundancy entitlement purposes, calculated from the initial commencement date as a casual employee.

Redundancy entitlements shall apply, in accordance with Table A hereunder.

**TABLE A**

**SCALE OF REDUNDANCY PAYMENTS**

Length Of Continuous Service Of Employee	Entitlement
Less than one year	1 weeks pay
1 year but less than 2 years	4 weeks pay plus for service in excess of 1 year, 2.19 hours pay per completed week of service up to a maximum of 7 weeks.
2 years but less than 3 years	7 weeks pay plus for service in excess of 2 years, 2.19 hours pay per completed weeks of service up to a maximum of 10 weeks.
3 years but less than 4 years	10 weeks pay plus for service in excess of 3 years, 2.19 hours pay per completed weeks of service up to a maximum of 13 weeks.
4 years but less than 5 years	13 weeks pay plus for service in excess of 4 years, 2.19 hours pay per completed weeks of service up to a maximum of 16 weeks.
5 years up to 15 years	16 weeks pay plus 2.19 hours pay per completed weeks of service in excess of 5 years service up to a maximum of 15 years service (3 weeks per year of service) to a maximum of 46 weeks pay.

N.B. Employees who are 45 years of age or more will have an additional loading of 25% applied to their redundancy payment.

12. All retrenched employees shall receive 17.5% annual leave loading on pro rata annual leave.
13. Nothing in this agreement shall require the Company to execute a Deed of Adherence to CERT or any other construction industry redundancy scheme.
14. Consideration to re-employment shall be given to those employees who have been previously retrenched by the company and are available, with the appropriate skills level, for re-employment at the time of hiring.

**13. 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 Operations/Warehouse Manager within that 48 hours.
- b) If not settled at this stage the Employee will refer their problem directly to the Operations/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 Operations/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 relevant Company Director.
- e) If not settled at this stage, the matter may be referred by either party 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.

#### **14. Counselling, Disciplinary and Termination of Employment Procedure**

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 that 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, i.e. 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.

This procedure shall not affect an employees right to implement unfair dismissal proceeding under the legislation.

### **15. Union Representation**

This agreement recognises the union party to this agreement and their accredited representatives as the legitimate representatives of their members (company employees) covered by the agreement.

To facilitate effective representation of employees, two paid communication meetings (duration half hour each maximum) of all employees will be scheduled each year during ordinary hours of work at the Lidco site and at a mutually agreed time.

The elected union delegates (maximum two) will be given reasonable time off to attend certified union meetings that are convened off site. This time will be fully paid.

Where requested by the employee the company will assist with the deduction of union fees from wages and the forwarding of such fees on a monthly basis to the union.

### **16. Wage Increases**

(Refer Appendix 'C')

1. Future wage increases shall be based on the following:

If the CPI figures (from the ABS series 6401.0 and released in July 2004) for the 12 months ending at the June 2004 quarter show that the inflation rate (based on All Groups Weighted Average of Eight Capital Cities) is higher than 4% then the employees shall receive an additional increase of the difference (i.e. CPI at June 2004 less 4%) backdated to the first full pay period commencing on or after 1st December 2003.

June 2004 increase will be 2% payable from the first full pay period to commence on or after 1st June 2004.

December 2004 increase will be 2% payable from the first pay period to commence on or after 1st December 2004.

June 2005 increase will be 2% payable from the first pay period to commence on or after 1st June 2005.

In the subsequent financial years (i.e. July 2004 - June 2005) the same principles shall apply to wage increases as applied in the July 2003 to June 2004 year.

2. Provided that if there is an increase in the GST rate with personal income taxcuts to offset the increase in GST, introduced by any Federal Government, then the parties (i.e. the Consultative Committee and the Union) shall review the consequential spike in the CPI figures to avoid any 'double dip' in the wage increase to apply in the ensuring period following such introduction.

The above is written in context with reference to Amendment - 9 August 2001, to Clause 16 as previously contained in Paul Segart Pty Ltd Enterprises Agreement 2000.(Refer Appendix 'E')

3. Further increases shall be considered based on demonstrated and measurable productivity gains.

**17. No Extra Claims Commitment**

All parties agree that there shall be no further wage increase over the life of this agreement except in the instance that a safety net adjustment is greater than this agreement in which case the variance shall be paid in addition to this agreement.

**18. Termination of Agreement**

This agreement may be terminated by the parties bound by the agreement only if:

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

or

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

And

Application is made to the NSW Industrial Relation Commission pursuant to s44 of the New South Wales *Industrial Relations Act* 1996.

**19. Duress**

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

Committee

Michael Lambourne

\_\_\_\_\_

Geoffrey Doggett

\_\_\_\_\_

Graham Dummett

\_\_\_\_\_

Rodney Proud

\_\_\_\_\_

Anne Cranmer

\_\_\_\_\_

Robert Hewitt

\_\_\_\_\_

For and on Behalf of  
Construction, Forestry, Mining and Energy Union, Construction and General Division  
New South Wales Divisional Branch

Andrew Ferguson  
State Secretary

20/8/04  
Date

Witnessed By

For and on Behalf of

Paul Segaert Pty Limited

Robert Segaert  
Managing Director

24/8/04  
Date

Witnessed By

## **20. Relocation Clause/Leave Reserved**

Refer Appendix 'E'

### **APPENDIX A**

#### **CONSULTATIVE COMMITTEE CONSTITUTION ON BEHALF OF PAUL SEGAERT PTY LIMITED**

##### **Preamble**

In agreeing to form a Consultative Committee, all parties, the Employees, Management and Unions, acknowledge the requirement for an atmosphere of mutual trust and cooperation. The overall purpose for the Committee is to provide an environment for greater communication, and in doing so establish a forum in which employees are able to express their knowledge and experience to assist decision making.

##### **Objectives**

The objectives will be 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.

In turn the provision of greater job satisfaction with the opportunity offering new and advanced employment opportunities.

These objectives are seen by all parties to be mutually beneficial.

Broad subjects calling for an exchange of views will include:

Establish of an Enterprise Agreement that will benefit the enterprise and all employees.

Issues which allows the enterprise to continually improve.

The introduction of new or revised work methods and the installation of new plant and equipment that will enhance productivity.

Issues which will enhance and ensure quality for the satisfaction of the customer, in particular accreditation to AS3901.

Training issues.

Two important areas specifically excluded from the domain of the Consultative Committee are:

- (i) Industrial disputes which will be processed via the normal disputes settling procedures.
- (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.

##### **1. Composition**

The committee will comprise of 6 permanent members and 1 back up member from each group.

Management Representatives

Three permanent members plus one back up member with permanent member who have decision making powers within the Company. A quorum is to be 3 members.

Factory Employee Representatives Employees Factory

Three permanent members plus one back up member. A quorum is to be 3 members.

## **2. Elections**

Factory Employees

The factory employees will nominate permanent members and a back up member to represent them on the Consultative Committee.

Management Representatives

Office nominated by Board of Directors.

## **3. Appointment of Chairperson and Vice Chairperson**

The choice of the Chairperson and Vice Chairperson will be made by the Committee from within Committee.

## **4. Terms of Office**

The Chairperson's term will be for 12 months after which it will rotate to the Vice Chairperson and a new Vice Chairperson chosen.

## **5. Committee Secretary**

The Committee Secretary to be appointed by Management and to be someone with note-taking skills. The secretary to be a non-member of the Committee.

## **6. Chairperson Duties**

To understand meeting procedure and to facilitate open discussions and participate fully in the meetings.

To be familiar with the Agenda and come to the meeting prepared.

To indicate the items of business on the Agenda as being either 'for information', 'for discussions' or 'for decision'.

To liaise with the Committee Secretary in preparing the Agenda for the meeting.

To maintain the meeting in order by encouraging participation of all committee members.

To ensure that if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the Minutes.

To allow all Members of the Committee to put forward their point of view.

To close the Meeting and make know the date, time and place of the next meeting.

To liaise with the Committee Secretary after the meeting and prepare and distribute the Minutes of meeting.

## **7. Vice-Chairperson**

When the Chairperson is absent from the Committee meetings, the Vice-Chairperson shall assume the Chairperson role.

### **8. Visitors**

Guest speakers may be invited by the Committee to attend meetings and have speaking right at that meeting.

### **9. Meetings**

Meetings shall be held as required, but in any case, no less frequently than each month. All meetings shall be convened by the Chairperson and be generally no more than 2 hours duration unless decided by the Committee.

### **10. Recording of Minutes**

Minutes shall be circulated to Committee members for verification by the Chairperson and Vice Chairperson prior to posting on the notice boards. Minutes are to be published within two normal working day of the finish of the meeting.

Minutes shall include:

Attendees at the meeting.

Summary of the issues and alternatives proposed with brief supporting arguments.

Recommendations made and time frame for implementation of recommendations and time frame for further deferred recommendations.

Minutes to be read and confirmed by the Committee at next meeting.

### **11. Agenda**

A committee member may submit Agenda items to the Chairperson up to 10 days prior to the meeting. Appropriate information shall be provided with each Agenda item submitted. The agenda to be prepared and issued by the Committee Secretary to all Committee Members together with all relevant written information and documents a week before the meeting.

By exception the Chairperson may notify late Agenda items up to 48 hours prior to meetings.

Matters raised without notice (i.e. non agenda items) may be deferred to the next meeting.

### **12. Training**

All members of the Committee to be entitled to training, with a view to ensuring all Members have the opportunity to perform their Committee duties to be best of their own ability. No Committee Members shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.

### **13. Discrimination**

Being a Member of the Consultative Committee should not give rise to discrimination.

### **14. Duties**

All members of the Committee will carry out their own duties in a responsible and honest manners in the spirit of the Agreement.

The main duties will be:

- (a) To attend the Meeting and be present a few minutes before the time stated on the Agenda.
- (b) To come to the Meeting prepared, having read the Minutes of the previous Meeting.
- (c) To study the Agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting those they represent.
- (d) To Speak on the basis of the facts presented without bias.
- (e) Encouraging and assisting all employees on issues to be discussed by the Committee.
- (f) Providing explanations of items recorded in the Minutes.
- (g) Report back Meeting by Committee Members in reasonable Company time.
- (h) Access to Company resources where appropriate.
- (i) To forward apologies to the Chairperson if unable to attend the Meeting.
- (j) Amendment to Constitution. All permanent Committee Members must be in attendance to form quorum to change the Constitution.

**15. Confidentiality and Information Sharing**

It is recognised that Management will be unable to provide certain information, due to the fact that the information could compromise the competitiveness of the Company.

Management agrees to make available as much information as possible, for the effective resolution of problems and for the genuine participation of the Committee in decisions.

**LIDCO SKILLS CLASSIFICATIONS MATRIX**

This matrix is to be read in conjunction with the prescribed requirements of the ‘broad banded group definitions & skill level descriptions’ as stated in the joiners (state) award.

Grade/Level	Stores
1	Able to: (under instruction & supervision) - Aid & assist personal within Grades (2) - (6) - Labouring & cleaning duties.
2	Able to: (under instruction & supervision) - Pack & unpack stores items & fabricated products - Count & batch the above items & products - Pick & pack extrusions - Rack extrusions - Maintain safe and clean areas
3	Able to: (Unsupervised) - Handle the paperwork within the stores area - Maintain records - Receive deliveries - Dispatch deliveries - Identify extrusions and accessories from drawings - Possess forklift & crane licence (or permit) - Prepare transport documents

4	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Use computer to check stock status.</li> <li>- Check quality of goods being received (quality control)</li> <li>- Co-ordinate the delivery of extrusions, stores items &amp; products to all areas</li> <li>- Be able to identify common extrusions by sight.</li> <li>- From extrusion deliveries received, identify following: <ul style="list-style-type: none"> <li>- Stock</li> <li>- Manufacturing orders</li> <li>- Customer orders</li> </ul> </li> <li>- Liaise with sales department</li> <li>- Check quality of goods despatched</li> </ul>
5	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Machine Lifestyle bars</li> <li>- Reach pricing for commodity items</li> <li>- Maintain a perpetual stock recording system</li> <li>- Liaise with office to order stock as required</li> <li>- Use Computer to raise delivery dockets for customers</li> <li>- Use Computer to input receipt of products</li> <li>- Be able to offer alternative if we are out of stock of an item</li> </ul>
6	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Direct &amp; manage all personnel in grades (1) through (5)</li> <li>- Motivate personnel</li> <li>- Place extrusion finishing orders</li> <li>- Co-ordinate delivery &amp; pick-ups of all products</li> <li>- Achieve acceptable times for the processing of customer orders</li> <li>- Act as supervisor if required</li> </ul>

### LIDCO SKILLS CLASSIFICATIONS MATRIX

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Sheetmetal
1	<p>Able to : (under instruction &amp; supervision)</p> <ul style="list-style-type: none"> <li>- Aid &amp; assist personnel in grades (3) through (6)</li> </ul>
2	

3	<p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- Maintain a safe &amp; clean workplace</li> <li>- Set up &amp; operate 'Press Brake'</li> <li>- Set up &amp; operate 'Shear &amp; Punch'</li> <li>- Mark out &amp; fold simple single angled pressings</li> <li>- Set out &amp; punch holes/slots</li> <li>- Set out &amp; drill holes</li> <li>- Possess forklift &amp; crane licence (or permit)</li> <li>- Maintain QA records</li> </ul>
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4	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Mark &amp; fold complicated, multi-angled pressings within specified tolerances</li> <li>- Determine sizes from drawings</li> <li>- Determine angles from drawings</li> <li>- Check all product for accuracy (quality control)</li> </ul>
5	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Make assembly aids (jigs &amp; guides)</li> <li>- Weld (steel &amp; aluminium)</li> <li>- Stud weld</li> <li>- Spray paint</li> <li>- Carry out maintenance of manufacturing aids &amp; equipment</li> <li>- Maintain production records</li> <li>- Liaise with office for production requirements</li> </ul>
6	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Establish quotes &amp; budgets for the manufacturing department</li> <li>- Plan works to achieve budgets</li> <li>- Direct &amp; manage all personnel in grades (1) through (5)</li> <li>- Possess First class trade papers or tradesman's rights</li> <li>- TIG welding</li> <li>- Control usage &amp; stocks of materials</li> <li>- Conduct QA training within the team</li> <li>- Use computer efficiently for input &amp; output of production information</li> </ul>
7	<p>* Foreman</p> <ul style="list-style-type: none"> <li>- Efficiently control all aspects of the manufacturing operation</li> <li>- Demonstrate practical knowledge of all product types within all processes of the manufacturing operation</li> <li>- Establish budget hours for all processes</li> <li>- Efficient level of computer knowledge</li> </ul>

### LIDCO SKILLS CLASSIFICATIONS MATRIX

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Sawyers
1	
2	

3	<p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- Maintain a safe &amp; clean work area</li> <li>- Operate manual saw</li> <li>- Identify &amp; cut to minimum waste all sections in accordance with each projects requirements &amp; the workshop/bar drawings issued</li> <li>- Maintain production records</li> <li>- Summarise metal shortages &amp; optimisations</li> <li>- Count &amp; batch all cut product</li> <li>- Possess forklift &amp; crane licence (or permit)</li> <li>- Maintain QA records</li> </ul>
4	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Operate digital/computerised automatic double headed mitre saw</li> <li>- Organise metal shortages using relevant paperwork</li> <li>- Liaise with office for production requirements</li> </ul>
5	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Instruct &amp; direct personnel in grades (3) &amp; (4)</li> <li>- Check drawings for constructional &amp; dimensional errors prior to cutting</li> <li>- take responsibility for saw maintenance</li> </ul>
6	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Achieve acceptable programme times</li> <li>- Establish &amp; implement methods of achieving efficiency gains</li> <li>- Establish budgets when quoting for new work</li> <li>- Use computer efficiently for input &amp; output of production information</li> </ul>
7	<p>* Foreman</p> <p>Able to:</p> <ul style="list-style-type: none"> <li>- Efficiently control all aspects of the manufacturing operation</li> <li>- Demonstrate practical knowledge of all product types within all processes of the manufacturing operation</li> <li>- Programme labour requirements, implement &amp; control</li> <li>- Establish budget hours for all processes</li> <li>- Efficient level of computer knowledge</li> </ul>

### **LIDCO SKILLS CLASSIFICATIONS MATRIX**

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Machine Shop
1	<p>Able to: (under instruction &amp; supervision)</p> <ul style="list-style-type: none"> <li>- Labouring &amp; cleaning duties</li> <li>- Use pre set machines &amp; samples to perform simple single notched milling operations</li> <li>- Mill or punch weep slots</li> </ul>

	- Mill or punch holes
2	Able to: (Unsupervised) - No drawing interpretation required - Perform the operations of grade (1)
3	Able to: - Maintain a safe & clean work area - Interpret drawings to: - set up milling machines - Identify & set-up press tools - Set-up copyrouter - Produce bars with complex multi-machined operations - Count & batch all machined product - Possess forklift & crane licence (or permit) - Maintain QA records
4	Able to: - Instruct & direct personnel in grades (1) through (3) - Check drawings for dimensional & any machining detail errors - Organise metal shortages using the relevant paperwork - Liaise with the office for production requirements
5	Able to: - Co-ordinate the machining of bars for more than one project to achieve production programmes - Carry out maintenance to punch tools & production equipment - Set up & maintain new tooling
6	Able to: - Establish budgets when quoting for new work - Programme & operate the CNC routers - Aid with the design of tooling for new products - Aid with the design of tooling to achieve efficiency gains - Use the computer efficiently for the input & output of production information

7	* Foreman  Able to: - Efficiently control all aspects of the manufacturing operation - Demonstrate practical knowledge of all product types within all processes of the manufacturing operation - Programme labour requirements, implement & control - Establish budget hours for all processes - Efficient level of computer knowledge
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**LIDCO SKILLS CLASSIFICATIONS MATRIX**

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Fabrication
1	<p>Able to: (under instruction &amp; supervision follow "works orders" to)</p> <ul style="list-style-type: none"> <li>- Cut subjamb/head/sill members to length</li> <li>- Punch weepslots</li> <li>- Drill &amp; screw together bars for subheads/jamb</li> <li>- Cut to length angles &amp; sections</li> <li>- Install rubber seals</li> <li>- Count, batch &amp; pack all products</li> </ul>
2	<p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- Maintain a safe &amp; clean work area</li> <li>- Interpret sizes from drawings to cut &amp; assemble rubber seals</li> <li>- Utilise pre-cut frame components to: <ul style="list-style-type: none"> <li>- assemble subframes</li> <li>- assemble fixed light frames for lifestyle,360,400,500,600,700,900 series</li> <li>- assemble lifestyle series sliding windows</li> <li>- assemble 360 series sliding doors</li> <li>- assemble 900 series pivot windows</li> <li>- assemble all weather louvres (square or rectangular)</li> <li>- assemble all door grilles</li> </ul> </li> <li>- Possess forklift &amp; crane licence (or permit)</li> <li>- Maintain QA records</li> </ul>
3	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Cut/machine assemble 700 series doors including fitment of all nominated hardware</li> <li>- Cut/machine &amp; assemble 500 series frames which incorporate newly developed sections</li> <li>- Design &amp; implement methods to bolt/ screw together corner frame assemblies not defined on workshop drawings</li> <li>- Cut, machine &amp; assemble weather louvres (square or rectangular)</li> <li>- Cut, machine &amp; assemble door grilles</li> </ul>
4	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Interpret drawings to establish sizes &amp; assembly detail to: <ul style="list-style-type: none"> <li>- cut, machine bars &amp; assemble lifestyle,360,400,500 stickwall,600,700,900 series frames</li> <li>- cut, machine &amp; assemble louvre plant-ins as part of 500 series frames</li> <li>- cut, machine &amp; assemble pivot plant-ins as part of 500 series frames</li> <li>- cut, machine &amp; assemble 500 series angled corner frames</li> </ul> </li> </ul>
5	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Implement procedures relating to the manufacture &amp; assembly of new suites of sections &amp; relevant hardware</li> <li>- Cut, machine &amp; assemble frames with multi-angled mitred joints</li> <li>- Accurately set-out &amp; cut curved frames without the use of templates</li> <li>- Interpret drawings &amp; then make assembly aids ( jigs &amp; guides ) to suit</li> <li>- Cut, machine &amp; assemble weather louvres (round, triangular etc)</li> <li>- Carry out machine maintenance in accordance with the preventative maintenance plan</li> </ul>
	<p>Able to:</p>

6	<ul style="list-style-type: none"> <li>- Establish budgets when quoting for new work</li> <li>- Direct &amp; manage all personnel in grades (1) through (5)</li> <li>- Motivate personnel</li> <li>- Be responsible for quality of manufactured product</li> <li>- Achieve acceptable programme times</li> <li>- Assist with ways of improving the processes (efficiency gains)</li> <li>- Use the computer efficiently for the input &amp; output of production information</li> </ul>
7	<p>* Foreman</p> <p>Able to:</p> <ul style="list-style-type: none"> <li>- Efficiently control all aspects of the manufacturing operation</li> <li>- Demonstrate practical knowledge of all product types within all processes of the manufacturing operation</li> <li>- Programme labour requirements, implement &amp; control</li> <li>- Establish budget hours for all processes</li> <li>- Efficient level of computer knowledge</li> </ul>

### LIDCO SKILLS CLASSIFICATIONS MATRIX

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Glaziers
1	<p>Able to: (under instruction &amp; supervision)</p> <ul style="list-style-type: none"> <li>- General labouring &amp; cleaning duties</li> <li>- Clean &amp; prepare glass / frames for structural glazing</li> <li>- Tool-off silicone weatherseal joints on structurally glazed frames</li> <li>- Place structurally glazed frames on pallets, strap down, plastic wrap &amp; label</li> <li>- Aid &amp; assist personnel within grades (2) to (6)</li> </ul>
2	<p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- Maintain a safe &amp; clean work area</li> <li>- Apply &amp; tool-off silicone to structural &amp; weatherseal joints on '500' &amp; '600' series structurally glazed frames</li> <li>- Maintain Q.A records</li> </ul>
3	<p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- locate &amp; identify project glass within the factory</li> <li>- Identify all glazing wedges, shimtapes &amp; double sided tapes from drawings</li> <li>- Trim pre-cut float &amp; laminated glass to size, max 6.38mm thick.</li> <li>- Glaze all non-structural framing systems -lifestyle,360,400,600,700,800,900 series</li> <li>- Possess forklift &amp; crane licence (or permit)</li> </ul>
4	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Handle the incoming and outgoing delivery document paperwork within the glazing area</li> <li>- Check quality of glazed product (quality control)</li> </ul>
5	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Maintain records based on daily glazing progress &amp; material usage</li> <li>- Maintain a perpetual stock recording system</li> <li>- Liaise with office to order stock as required</li> <li>- Liaise with office for production requirements</li> </ul>

	<ul style="list-style-type: none"> <li>- Co-ordinate work teams for all projects to achieve production requirements</li> <li>- Cut sheet float &amp; laminated glass to size. All thicknesses &amp; all sizes</li> </ul>
6	<p>Able to:</p> <ul style="list-style-type: none"> <li>- Establish budgets when quoting for new work</li> <li>- Direct &amp; manage all personnel in grades (1) through (5)</li> <li>- Motivate personnel</li> <li>- Be responsible for the quality of manufactured product</li> <li>- Achieve acceptable programme times</li> <li>- Assist with ways of improving the process (efficiency gains)</li> <li>- Use the computer efficiently for the input &amp; output of production information</li> </ul>
7	<p>* Foreman</p> <p>Able to:</p> <ul style="list-style-type: none"> <li>- Efficiently control all aspects of the manufacturing operation</li> <li>- Demonstrate practical knowledge of all product types within all processes of the manufacturing operation</li> <li>- Programme labour requirements, implement &amp; control</li> <li>- Establish budget hours for all processes</li> <li>- Efficient level of computer knowledge</li> </ul>

### LIDCO SKILLS CLASSIFICATIONS MATRIX

This matrix is to be read in conjunction with the prescribed requirements of the 'broad banded group definitions & skill level descriptions' as stated in the joiners (state) award.

Grade/Level	Miscellaneous
1	<p>Able to: (under instruction &amp; supervision)</p> <p>General Hand</p> <p>Able to: (under instruction &amp; supervision)</p> <ul style="list-style-type: none"> <li>- Use preset machines to cut, drill &amp; punch etc.</li> <li>- Assist in the loading &amp; unloading of deliveries with both incoming &amp; outgoing goods</li> <li>- Count &amp; record batch quantities as requested</li> <li>- Assist all grades in the LIDCO Classification Matrix</li> </ul>
2	

3	<p>Truck Driver</p> <p>Able to: (Unsupervised)</p> <ul style="list-style-type: none"> <li>- Identify products for delivery from relevant paperwork &amp; daily work schedules</li> <li>- Load product onto truck securely &amp; safely</li> <li>- Establish the most efficient routes to cover daily delivery requirements</li> <li>- Complete all relevant paperwork in accordance with the process requirements</li> <li>- Possess forklift &amp; crane licence (or permit)</li> <li>- Unload or assist recipient with product being delivered</li> <li>- Ensure trucks are serviced &amp; maintained regularly</li> </ul>
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4	
5	
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## APPENDIX C

### LIDCO WAGE MATRIX AS FROM 1 JUNE 2004

Proposed Increases		1-Jun-04				1-Dec-04				1-Jun-05			
Grade	MicroPay Class	Weekly	Hourly	Annual	10% Super	Weekly	Hourly	Annual	10% Super	Weekly	Hourly	Annual	10% Super
General Hand 1	00001	502.62	13.2268	26136	50.26	512.67	13.4913	26659	51.27	522.92	13.7611	27192	52.29
Manufacture Grade 1	00008	591.59	15.5682	30763	59.16	603.42	15.8795	31378	60.34	615.49	16.1971	32005	61.55
Manufacture Grade 2	00009	633.70	16.6763	32952	63.37	646.37	17.0098	33611	64.64	659.30	17.3500	34284	65.93
Manufacture Grade 3	00010	711.48	18.7232	36997	71.15	725.35	19.0882	37718	72.54	739.86	19.4700	38473	73.99
Manufacture Grade 4	00011	754.97	19.8676	39258	75.50	769.70	20.2553	40024	76.97	785.09	20.6603	40825	78.51
Manufacture Grade 5	00012	805.95	21.2092	41909	80.60	821.68	21.6232	42727	82.17	838.11	22.0555	43582	83.81
Manufacture Grade 6	00013	803.73	22.7297	44914	86.37	880.58	23.1732	45790	88.06	898.19	23.6366	46706	89.82
Manufacture Grade 7	n/a	Remuneration to be negotiated with Management											
Stores Grade 1	00003	591.59	15.5682	30763	59.16	603.42	15.8795	31378	60.34	615.49	16.1971	32005	61.55
Stores Grade 2	00004	633.70	16.6763	32952	63.37	646.37	17.0098	33611	64.64	659.30	17.3500	34284	65.93
Stores Grade 3	00005	669.98	17.5521	34683	66.70	680.32	17.9031	35377	68.03	693.93	18.2613	36084	69.39
Stores Grade 4	00006	711.48	18.7232	36997	71.15	725.35	19.0882	37718	72.54	739.86	19.4700	38473	73.99
Stores Grade 5	00007	754.97	19.8676	39258	75.50	769.70	20.2553	40024	76.97	785.09	20.6603	40825	78.51
Stores Grade 6	00014	805.57	21.1992	41890	80.56	821.68	21.6232	42727	82.17	838.12	22.0558	43582	83.81

General Notes:

1. Truck Driver Grades to be read in conjunction with Stores Grades
2. Forklift Driver Grades to be read in conjunction with Stores Grades
3. Manufacture Grades incorporate the processes of Sawyers, Machine Shop, Fabrication, Glazing & Sheetmetal

## **APPENDIX D**

### **THE LIDCO SITE DRUG AND ALCOHOL POLICY**

1. A person who is affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
2. The decision on a persons ability to work in a safe manner will be made by the safety committee or by a body of at least equal numbers of employee/employer representatives.
3. There will be no payment of lost time to a person unable to work in a safe manner.
4. A person who is deemed to be affected by drugs or alcohol, will be subject to the conditions as set down in Lidco Disciplinary Procedure. The affected worker shall be made aware of the availability of treatment/counselling at the issuance of the initial warning.
5. A worker having problems with alcohol and or other drugs:

Won't be sacked if he/she is willing to get help. (Must be read in conjunction with the Lidco Disciplinary Procedures)

Must undertake and continue with recommended treatment to maintain the protection of themselves and other workers.

Will be entitled to sick or leave without pay while attending treatment.

Help is available from

### **THE ALCOHOL & DRUG INFORMATION SERVICE**

**24 HOUR PER DAY**

**PHONE 9331 2111**

**OR**

### **THE BUILDING TRADES GROUP DRUG & ALCOHOL COMMITTEE**

**PHONE 9394 9397**

## **APPENDIX E**

### **Paul Segaert Pty Ltd Enterprise Agreement Relocation Clause**

Leave Reserved

Leave is reserved in respect of a relocation clause only.

If the company does not finalise/sign a new lease at the current address by 31st December 2005.

A bargaining period will be initiated by the union and a relocation clause negotiated.

To this end the Enterprise Bargaining Agreement will have a duration of two by eighteen-month periods.

If the company does finalise/sign a lease at the current address by 31st December 2005, no further bargaining will be required and the second Enterprise Bargaining Agreement will be signed.

Committee:

Anne Cranmer \_\_\_\_\_

Geoffrey Doggett \_\_\_\_\_

Graham Dummett \_\_\_\_\_

Robert Hewitt \_\_\_\_\_

Michael Lambourne \_\_\_\_\_

Rodney Proud \_\_\_\_\_

For and on behalf of the Construction, Forestry, Mining and Engineering Union, Construction Division, New South Wales Divisional Branch

Tyrone Lynch

Date: 17/08/04

Witnessed by

For and on Behalf of Paul Segart Pty Limited

Paul Segart  
Managing Director

Date: 24/08/04

Witnessed by