Registered

Enterprise Agreement

Industrial Registrar

### REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO:

EA 97/52

LR.C. NO: 97/706

DATE APPROVED/COMMENCEMENT: 6 March 1997 and commences

beginning of first pay period on or after 1 July 1996

TERM:

18 months

**NEW AGREEMENT OR** 

VARIATION:

Replaces EA 141/94

**GAZETTAL REFERENCE:** 

DATE TERMINATED:

NUMBER OF PAGES: 45

TITLE: Paul Segaert Pty Ltd (trading as Lidco) Enterprise Agreement 1996

#### COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Employees engaged in a manufacturing, distribution, paintline and warehouse capacity -work which would otherwise be covered by Joiners (State) Award 1993, Glass Workers' (State) Award, National Building and Constuction Industry Award, and Transport Industry - Mixed Enterprises Interim (State) Award.

PARTIES: Paul Segaert Pty Ltd (trading as Lidco) & 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 TRADING AS LIDCO) ENTERPRISE AGREEMENT 1996. It shall supersede and replace our previous Paul Segaert Pty Ltd Enterprise Agreements dated 15 December 1993.

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Enterprise Agreement

#### 2. ARRANGEMENT

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#### 3. PARTIES & PERSONS BOUND

This Agreement shall be binding on

- a. Paul Segaert Pty Ltd (Trading as LIDCO) (hereinafter referred to as the 'Company') of 20 Holbeche Road, Arndell Park. 2148
- b. Construction, Forestry, Mining and Energy Union (CFMEU) of 5/361 Kent Street, Sydney (hereinafter referred to as the "CFMEU:) represented by it's officers, it's members and persons eligible to be members thereof employed by Paul Segaert Pty Ltd at the Amdell Park Site.
- All employees of Paul Segaert Pty Ltd employed at the Amdell Park Site who are engaged in a manufacturing, distribution, paintline and warehouse capacity.

### 4. APPLICATION & INCIDENCE OF AGREEMENT, Registrar

This agreement shall apply only at the Enterprise of Paul Segaert Pty Ltd situated at 20 Holbeche Road, Amdell 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, the National Building and Construction Industry 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 relevant terms and conditions of the National Building and Construction Industry Award.

#### 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 beginning of the first pay period to commence on or after 1 July 1996 and shall remain in force for 18 months subject to ratification by the NSW Industrial Relation Commission.

#### 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 Repetitive Agreement in job securitive Agreement.

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

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 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.

#### MATTERS AGREED 8.

#### WORK ORGANISATION 8.1

#### 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. Registered Enterprise As HI

#### 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
- Fabrication 3.
- Sheetmetal 4.
- 5. Glazing
- Paintline 6.
- 7. Stores

#### 8.1.3 QUALITY ASSURANCE & BEST PRACTICE

Paul Segaert 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" programme confirms Paul Segaert's ongoing commitment to quality regarding these issues.

#### FLEXIBILITY PROVISIONS 8.2

#### 8.2.1 HOURS OF WORK

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

Permanent employees will be offered 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 week by 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 7.30am and 4.00pm with the provision for staggered opening and closing times to take account of workload fluctuations and commitments. Approximately 80% of current employees would be required to work these times.

#### 8.2.2 STARTING TIME

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

A (1) one minute advance siren will be sounded in anticipation of the actual starting time.

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#### MORNING TEA BREAK

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

A (1) one 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 (1) one 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 time rates, with a minimum of a quarter of an hour, until such time as the wages due are paid.

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#### 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.

#### 825 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. Bariked RDO's may be taken at a mutually agreed time as predetermined in consultation with the foreman.

During peak work periods it would 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 programme 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 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.

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#### 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, a need arises for a casual to 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.

Casual employment on a continuous basis shall not exceed 12 weeks duration.

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 given consideration to the effects on overtime of existing employees. This overtime shall be limited to three nights by two hours overtime 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 \$7.60 to meet the cost of a meal or the rate prescribed within the Joiners (State) Award which ever is the greater.

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### 8.2.8 PAYMENT FOR SKILLS UTILISED vs SKILLS POSSESSED Registrar (NEW EMPLOYEES)

Any new employee will be classified according to the needs of the job they are 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 regraded in line with our skills matrix and assessment criteria if a position at a higher grade becomes vacant.

#### 8.2.10 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 weeks 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 and employee by management, the Company shall give a response within a maximum of one week from the receipt of the application.

#### 8.2.11 SICK LEAVE

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:

- Paid out by the company at their normal hearty 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.
- 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 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. This clause shall be further extended to allow paid Family Leave to be considered for the purpose of Sick Leave.

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

#### 8.2.12 UNIFORM 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 full time employment you will be issued with the Standard Uniform Kit which comprises

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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 & Brace Overalls

1 of sloppy joe

1 of Bomber/Blue Jacket

Enterprise Ac cemen Subsequently the re-issue of the uniform will be annually on the following basis

During April each year а.

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 Jacket will be replaced on a fair wear and tear basis.

Note: New employees who have received their initial Uniform Issue between 1 Jan and 31 March 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 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.

 Employees may purchase any item of the Company Unfirm direct from the manufacturer through the Company at the Company's purchase cost (Details to be posted on Notice Board).

#### 8.2.13 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.

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#### 8.2.14 DRUGS AND ALCOHOL

The company agrees to develop and implement a drugs and alcohol policy in conjunction with the Company's safety committee and the Building Trades Group Drug & Alcohol Committee's Nick Fodor. The operation of this policy shall be reviewed on a regular basis by the safety committee. It is envisaged that this policy be implemented by the safety committee within a 2 month period from the commencement of the agreement.

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

#### 8.2.15 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.

#### 8.2.16 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.

#### 8.2.17 SHORTAGE OF WORK AND STAND DOWN PROVISIONS

#### SHORTAGE OF WORK

The following procedure shall be implemented when an unforeseen shortage of work results for a known period:

- 1. Movement of personnel from one department to another to better share available work.
- Utilisations of available accrued annual leave and long service 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 gistrar

#### STAND DOWN

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 the appropriate stand down clause of the Act.

#### 8.2.18 SUPPLEMENTARY/SUB CONTRACT 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 and/or have an enterprise agreement with the union signatory to this agreement, provided that:

- No permanent employee being disadvantaged by loss of overtime opportunities.
- 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.
- The team concerned is consulted as a whole and informed of the situation.

#### 8 2.19 SKILLS MATRIX

This subject will be initially broken down into two steps and subsequently brought back together forming an overall scheme.

Step 1 would involve revising and clarifying the Paul Segaert Skills Matrix which will clearly indicate relative levels for each skill or team, gradings or levels which are cross referenced to clause Appendix A of the Joiners (State) Award.

The above to be developed and completed within the Consultative Committee and ready for incorporation into this agreement by 28.6.96 (Reference Appendix 'B').

Step 2 would incorporate a complete regime involving dearly established and tangible skills requirements for each level or graden medianisms for review involving assessment criteria.

It would be envisaged that this step be complete and ready for review by 30.6.97.

#### 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. 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.

#### 11. INDUSTRY STANDARDS

#### 11.1 SUPERANNUATION

It is a condition of this agreement that the company will pay a contribution equal to 8% of normal salary or \$45.00 per week whichever is the 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 Segaert Group Productivity Fund(AMP Superannuation Scheme)

Note: The Company will maintain a payment equivalent to Hope over and above the Super Guarantee Levy.

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#### CURRENT EMPLOYEES

All current employees who have contributions paid to C+BUSS (Construction Based) Fund shall be transferred to C+BUSS (Award Based) Fund.

All current employees will have a one off opportunity to move from their existing fund ie from C+BUSS to Paul Segaert Fund or from Paul Segaert Fund to C+BUSS.

#### **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 Segaert Group Productivity Fund(AMP Superannuation Scheme)

#### 11.2 TOP UP WORKERS COMPENSATION COVER

Top Up Workers Compensation cover will be provided by the Company and paid through C T A S Insurance broker.

#### 11.3 REDUNDANCY

Shall be as contained in appendix 'D'.

#### 12. DISPUTE SETTLEMENT PROCEDURES.

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

The procedure provides

- Hinterprise Agreement 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 Manager within that 48 hours.
  - b) If not settled at this stage the Employee will refer their problem directly to the Operations Manager.
  - If not settled at this stage the Employee will refer the matter to C) his/her Union Delegate for further discussion with the Operations Manager.
  - If not settled at this stage the Union Delegate will refer the matter d) to the Union Official for further discussion with the relevant Company Director.
  - If not settled at this stage the matter may be referred to the NSW e) 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.

### 13. COUNSELLING, DISIPLINARY 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 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).

(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.

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

#### NO EXTRA CLAIMS COMMITMENT 14.

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. Enterprise Agreemen Registered

#### UNION REPRESENTATION 15.

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

To facilitate effective representation of employees, two paid communication meeting (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. TRAINING

#### 16.1 CROSS TRAINING

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 satisficed as a result of cross training Industrial Registrar

#### 16.2 OTHER ISSUES

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

Lighthouse training sessions will not be covered by this clause.

#### 17. WAGE INCREASES

#### CURRENT

Commencing 1 July 1996

A wage increase of 3% based on current salary shall be paid from the beginning of the first full pay period to commence on or after 1 July 1996 subject to ratification by the NSW Industrial Relations Commission.

#### **FUTURE**

Commencing 19 December 1996

A wage increase of 4% (based on salary at the time) shall be paid from the beginning of the first full pay period on or after 19 December 1996.

Commencing 1 July 1997

A wage increase of 3% (based on salary at the time) or CPI wage adjustment whichever is greater

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

Refer Appendix 'c'

#### **TERMINATION OF AGREEMENT** 18.

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

The company, the employees or the union have knowingly and (i) 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.

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

and

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

#### 19. DURESS

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

COMMITTEE

Michael Lambourne

**Geoff Doggett** 

**Graham Dummett** 

Pauline Oliver

Les Herczeg

Alan Turner

William Wilkinson

De Sondanne Googett

Colinia Laking

Heller Meller

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For and on Behalf of Construction, Forestry, Mining and Energy Union New South Wales

Andrew Ferguson State Secretary

For and on Behalf of Paul Segaert Pty Limited

Robert Segaert Managing Director Witnessed By Ludallechoy JP

(Ohiver

Witnessed By

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# 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 I back up members from each group.

#### MANAGEMENT REPRESENTATIVES

Three permanent members plus one back up member with permanent members 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 then 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 CHAIRPERSONS 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 Registral
- 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 rights 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.

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#### **RECORDING OF MINUTES** 10

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 Megistere Interprise Agreement meeting.

The 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.

#### **AGENDA** 11

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.

#### TRAINING 12

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.

#### DISCRIMINATION 13

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 manner in the spirit of the Agreement.

The main duties will be:
Registered

- (a) To attend the Meeting and be present a few minutes before the time stated on the Agenda.

  Industrial Registrar
- (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.

Revised

DATED 29th November, 1995.

ADE/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
3	Able to: (Unsupervised)  - Maintain a safe & clean work area  - Handle the paperwork within the stores area  - Maintain records  - Receive deliveries  - Dispatch deliveries  - Identify extrusions & the stores accessory items from drawings  - Possess forklift & crane licence (or permit)  - Prepare transport documents
4	Able to:  - Check quality of goods being received ( quality control )  - Check quality of goods being despatched ( quality control )  - Co-ordinate the delivery of extrusions, stores items & products to all areas  - Use the computer efficiently for input & output of product movements
5	Able to: - Requisition metal, accessories & small parts - Maintain a perpetual stock recording system - Liaise with office to order stock as required

RADE/LEVEL	STORES (cont.)
6	Able to:  - Direct & manage all personnel in grades (1) through (5)  - Motivate personnel  - Place extrusion finishing orders  - Co-ordinate delivery & pick-ups of all products  - Achieve acceptable times for the processing of customer orders
7	Registered Enterprise Agreement Industrial Registrar
	an 1

	SHEETMETAL
1	Able to: (under instruction & supervision)  - Aid & assist personnel in grades (3) through (6)
2	
3	Able to: (Unsupervised)  - Maintain a safe & clean workplace - Set up & operate 'Press Brake' - set up & operate 'Shear & Punch' - Mark out & fold simple single angled pressings - Set out & punch holes / slots - Set out & drill holes - Possess forklift & crane licence (or permit) - Maintain Q.A records
4	Able to:  - Mark & fold complicated, multi-angled pressings within specified tolerance - Determine sizes from drawings - Determine angles from drawings - Check all product for accuracy ( quality control )
5	Able to:  - Make assembly aids ( jigs & guides )  - Weld ( steel & aluminium )  - Stud weld  - Spraypaint  - Carry out maintenance of manufacturing aids & equipment  - Maintain production records

RADE/LEVE	SHEETMETAL (cont)
	Able to :
6	- Establish quotes & budgets for the manufacturing department
	- Plan works to achieve budgets - Direct & manage all personnel in grades (1) brough (-5)stered - Possess First class trade papers or tradesman's rights so Agreement - TIG welding - Control usage & stocks of materials - Conduct QA training within the team - Use computer efficiently for input & output of production information
	· FOREMAN
7	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
	<i>U</i>

OE/LEVE	SAWYERS	
1		
2		
3	Able to: (Unsupervised)  - Maintain a safe & clean work area  - Operate manual saw  - Identify & cut to minimum waste all sections in projects requirements & the workshop / bar dra  - Maintain production records  - Summarise metal shortages & optimisations  - Count & batch all cut product  - Possess forklift & crane licence (or permit)  - Maintain Q.A records	
4	Able to:  - Operate digital / computerised automatic double headed mitre saw  - Organise metal shortages using relevant paperwork  - Liaise with office for production requirements	
5	Able to: - Instruct & direct personnel in grades (3) & (4) - Check drawings for constructional & dimension - take responsibility for saw maintenance	
6	Able to : - Achieve acceptable programme times	

SRADE/LEVEL	SAWYERS (cor	nt.)	
7	<ul> <li>FOREMAN</li> <li>Able to:         <ul> <li>Efficiently control all aspects of the manufacturing operation</li> <li>Demonstrate practical knowledge of all product types within all process the manufacturing operation</li> <li>Programme labour requirements, implement &amp; control</li> <li>Establish budget hours for all processes</li> </ul> </li> </ul>		
	- Efficient level of computer knowledge	Registered	
		Enterprise Agreement	
		Industria Registrar	
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GRADE/LEVEL	MACHINE SHOP
	Able to : (under Instruction & supervision)
1	- Labouring & cleaning duties
	- Use pre set machines & samples to perform simple single notched milling
	operations
	Mill or punch weep slots     Mill or punch holes
	Able to : (Unsupervised)  - No drawing interpretation required - Perform the operations of grade (1)
2	- No drawing interpretation required  - Perform the operations of grade (1)  Indiustrial Reg.
<del></del>	- Perform the operations of grade (1)
	Gibbert 1
_	Able to :
3	- Maintain a safe & clean work area
	- Interpret drawings to:
	<ul> <li>set up milling machines</li> <li>Identify &amp; set-up press tools</li> </ul>
	- Set-up copyrouter
	- Produce bars with complex multi-machined operations
	<ul> <li>Count &amp; batch all machined product</li> <li>Possess forklift &amp; crane licence (or permit)</li> </ul>
	- Maintain Q.A records
	Able to :
4	- 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
	Able to :
5	- 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

ADE/LEVEL	MACHINE S	HOP	(cont.)	
	Able to :			
6	- Establish budgets when quoting for n	ew work	•	
1	- Programme & operate-the CNC route	ers		
	<ul> <li>Aid with the design of tooling for new</li> <li>Aid with the design of tooling to achie</li> </ul>	ve effici	ency gains	
	Use the computer efficiently for the in	put & o	utput of blogueton information and a second second	on
	* FOREMAN		imhistical Registrar	
7	Able to :			
• 1	- Efficiently control all aspects of the m	nanufact	uring operation	
	- Demonstrate practical knowledge of	all produ	act types within all processe	s of
	the manufacturing operation - Programme labour requirements, imp	plement	& control	
	<ul> <li>Establish budget hours for all proces</li> <li>Efficient level of computer knowledge</li> </ul>			
	- Emoletic level of destributes informeday			

GRADE/LEVE	FABRICATION		
	Able to: (under instruction & supervision follow "works orders" to) - Cut subjamb/ head/ sill members to length		
1			
	- Punch weepslots - Drill & screw together bars for subheads/ jambs - Cut to length angles & sections - Install rubber seals - Count, batch & pack all products		
	Able to : (Unsupervised)		
2	- Maintain a safe & clean work area		
	<ul> <li>Utilise pre-cut frame components to: <ul> <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 Q.A records</li> </ul>		
	Able to :		
3	<ul> <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>		
	Able to :		
4	- Interpret drawings to establish sizes & assembly detail to:  - cut, machine bars & assemble lifestyle,360,400,500  stickwall,600,700,900 series frames  - cut, machine & assemble louvre plant-ins as part of 500 series frames  - cut, machine & assemble pivot plant-ins as part of 500 series		

GRADE/LEVE	FABRICATION (cont.)
5	- Implement procedures relating to the manufacture & assembly of new suites of sections & relevant hardware - Cut, machine & assemble frames with multi-angled mitred joints - Accurately set-out & cut curved frames without the use of templates - Interpret drawings & then make assembly aids ( jigs & guides ) to suit - Cut, machine & assemble weather louvres (round, triangular etc) - Carry out machine maintenance in accordance with the prevenence - Agreement
6	Able to:  - Establish budgets when quoting for new work  - Direct & manage all personnel in grades (1) through (5)  - Motivate personnel  - Be responsible for quality of manufactured product  - Achieve acceptable programme times  - Assist with ways of improving the processes (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

RADE/LEVEL	GLAZIERS
	Able to : (under instruction & supervision)
1	- General labouring & cleaning duties
•	- Clean & prepare glass / frames for structural glazing
	- Tool-off silicone weatherseal joints on structurally glazed frames.
	- Place structurally glazed frames on pallets, strap down, plastic wrap & label
	- Aid & assist personnel within grades (2) to (6)
	Able to : (Unsupervised)
2	- Maintain a safe & clean work area
	- Apply & tool-off silicone to structural & weatherseal joints on 500 & 500
	series structurally glazed frames  - Maintain Q.A records  - Enterprise Agreement
	Tright dant day 1.0001.00
	Able to : (Unsupervised)
3	- locate & identify project glass within the factory
	- Identify all glazing wedges, shimtapes & double sided tapes from drawings
	<ul> <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</li> </ul>
	series
	- Possess forklift & crane licence (or permit)
	Able to :
4	- Handle the incoming and outgoing delivery document paperwork within the
	glazing area
	- Check quality of glazed product ( quality control )
	Able to :
5	- Maintain records based on daily glazing progress & material usage
	- Maintain a perpetual stock recording system
	Liaise with office to order stock as required     Liaise with office for production requirements
	- Co-ordinate work teams for all projects to achieve production requirements
	- Cut sheet float & laminated glass to size. All thicknesses & all sizes
	Able to :
6	- Establish budgets when quoting for new work
	- Direct & manage all personnel in grades ( 1) through ( 5 )
	- Motivate personnel
	Be responsible for the quality of manufactured product     Achieve acceptable programme times
	- Assist with ways of improving the process (efficiency gains)
	- Use the computer efficiently for the input & output of production information

RADE/LEVEL	GLAZIERS (cont.)	
7	<ul> <li>FOREMAN</li> <li>Able to: <ul> <li>Efficiently control all aspects of the manufacturing oper</li> <li>Demonstrate practical knowledge of all product types with 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> </li> </ul>	vithin all processes of
		Indiattial Registrat
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RADE/LEVE	MISCELLANEOUS
1	GENERAL HAND Able to: (under Instruction & supervision)  - Use preset machines to cut, drill & punch etc.  - Assist in the loading & unloading of deliveries with both incoming & outgoing goods  - Count & record batch quantities as requested  - Assist all grades in the LIDCO Classification Matrix
2	Registered
3	TRUCK DRIVER Able to: (Unsupervised)  Identify products for delivery from relevant paperwork & daily work schedules  Load product onto truck securely & safely  Establish the most efficient routes to cover daily delivery requirements  Complete all relevant paperwork in accordance with the process requirements  Possess forklift & crane licence (or permit)  Unload or assist recipient with product being delivered  Ensure trucks are serviced & maintained regularly  FORKLIFT DRIVER Able to: (Unsupervised)  Load & unload trucks in such a manner that they are completely safe  Check that pallets & strapping are adequate  Arrange storage in yard according to site priorities  Record deliveries to site if required  Report any damaged materials immediately  Take responsibility for forklift maintenance
4	
5	
6	
7	

GRADE/LEVEL	PAINTLINE	
1	Able to : (under Instruction & supervision) - General labouring & cleaning duties	
-	<ul> <li>Assist in the loading of pre-treatment skips</li> <li>Assist in the loading of materials for painting</li> <li>Assist in the unloading of painted materials</li> </ul>	
2		Registered Enter; use Agreement
	Able to : (Unsupervised)	Industrial Registrac
3	- Load pre-treatment skips	
	<ul> <li>ensure the correct spacing of material</li> <li>Load material onto the paintline         <ul> <li>select correct jigs for material types</li> <li>identify the seen faces of materials</li> </ul> </li> <li>Unload material from the paintline         <ul> <li>able to read works orders &amp; identify</li> <li>Carry out specified QA checks in relevariage on seen face &amp; film</li> <li>Maintain records</li> </ul> </li> <li>Assist in colour changes         <ul> <li>Possess forklift &amp; crane licence (or permit)</li> <li>Maintain "bulk" paint storage facility &amp; stock</li> <li>Handle the relevant paperwork throughout the Maintain safe &amp; clean work area</li> </ul> </li> </ul>	material lation to colour, contamination, thickness
4	Able to:  - Pre-treat aluminium  - Operate spray booth & equipment  - Carry out colour changes  - Maintain scrubbers	50

RADE/LEVEL	PAINTLINE (cont.)
	Able to :
6	- Direct & manage all personnel in grades (1) through (5)
	- Use the computer efficiently for the input & output of production information
	- Achieve acceptable programming requirements
	* FOREMAN
7	Able to :
	<ul> <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> </ul>
	Programme labour requirements, implement & control     Establish budget hours for all processes
	- Efficient level of computer knowledge
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	mdustrial Registrar
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### APPENDIX C

### LIDCO WAGE STRUCTURE

GRADE

CURRENT 1.7.96 (+3%) 19.12.96 (+4%) 1.7.97 (+3%)

General Hand 1	345.00	355.35	369.56	380.65
Manufacture Grade 1	406.00	418.18	434.91	447.95
Manufacture Grade 2	435.00	448.05	465.97	479.95
Manufacture Grade 3	488.00	502.64	522.75	538.43
Manufacture Grade 4	518.00	533.54	554.88	571.53
Manufacture Grade 5	553.00	569.59	592.37	610.14
Manufacture Grade 6	593.00	610.79	635.22	654.28
Manufacture Grade 7	Remune	ration to be neg	otiated with Man	agement
Stores Grade1	406.00	418.18	434.91	447-95
Stores Grade 2	435.00	448.05	465.97	479.95
Stores Grade 3	458.00	471.74	490.61	505.33
Stores Grade 4	488.00	502.64	522.75	538.43
Stores Grade 5	518.00	533.54	554.88	571.53
Stores Grade 6	553.00	569.59	592.37	610.14

#### General Notes:

- 1. Paintline Grades are to be read in conjunction with Stores Grades
- 2. Truck Driver Grades to be read in conjunction with Stores Grades
- Forklift Driver Grades to be read in conjunction with Stores Grades
- Manufacture Grades incorporate the processes of -

Sawyers Machine Shop Fabrication Glazing

Sheetmetal



24th February, 1995

#### Page 2.

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

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

(iv)

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. E. Lierye.

- Employees under notice of retrenchment shall be allowed 4 hours per week of 6. 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.
- The company shall endeavour, where possible, to assist in the placing internally or 7. externally those people who are redundant.
- Retrenched employees shall receive an itemised statement of all payments within 8. seven days of receiving notice and a certificate of service shall be made available to a retrenched employee upon request.
- Should an employee, under notice, die prior to the nominated date of termination, 9. all benefits of this agreement to which such employee was entitled, shall be paid directly to that employee's estate.
- A weeks pay shall mean an employee's normal rate of pay for an ordinary week's 10. 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.

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#### Page 3.

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

#### **SCALE OF REDUNDANCY PAYMENTS**

LENGTH OF CONTINUOUS SERVICE BY 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 week 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, 1.46 hours pay per completed week of service up to a maximum of 12 weeks.
4 years but less than 5 years	12 weeks pay plus for service in excess of 4 years, 1.46 hours pay per completed week of service up to a maximum of 14 weeks.
5 years up to 10 years	14 weeks pay plus 1.46hrs pay per completed week of service in excess of 5 years service up to a maximum of 10 years

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

service i.e. maximum of 24 weeks pay.

- 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.

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#### Page 4.

This agreement shall apply to the parties and persons as previously stated herein. The term of the Agreement shall be for 12 months during which time it shall form part of the next Paul Segaert Pty Ltd Enterprise Agreement and remain in force in its negotiated form for the life of that Agreement.

SIGNED ON BEHALF OF PAUL SEGAERT PTY LTD

pounet	Dummett.
Signature Shuetto-	Registered Print Name  Registered Print Name  Print Name
Witness' Signature	Print Name
SIGNED ON BEHALF OF AUSTRALIA, NEW SOUTH	OF THE BUILDING WORKERS INDUSTRIAL UNION OF IWALES BRANCH    Warren Bakel   Print Name
Witness' Signature	Print Name
2 22	THE ELIGIBLE EMPLOYEES OF PAUL SEGAERT PTY LTD
Signature D Mo	Print Name  D STIM
Witness' Signature	Print Name
DATED 24/2/95.	

WB 1.