

**REGISTER OF
ENTERPRISE AGREEMENTS****ENTERPRISE AGREEMENT NO:** 97/21**L.R.C. NO:** 96/6235**DATE APPROVED/COMMENCEMENT:** 15 January 1997**TERM:** 1 year**NEW AGREEMENT OR****VARIATION:** New - Replaces EA311/95**GAZETTAL REFERENCE:**

296. 1. 9. 1400

(7. 3. 97)

DATE TERMINATED:**TITLE:** ACE Gutters Enterprise Bargaining Agreement 1996**COVERAGE/DESCRIPTION OF****EMPLOYEES:** Employees covered by Clerical and Administration Employees (State) Award, Commercial Travellers (State) Award. Miscellaneous Workers - General Services (State) Award. Transport Industry Mixed Enterprises (State) Award and Shop Employees (State) Award, located at 69 Bounderi Road, Mortlake and 2 Abdon Close, Bennetts Green.**PARTIES:** ACE Gutters Pty Ltd & PJ Dalton, SA Bradley, PR Walters, DM Charlton, DN Conners, NJ Browne, AG Cain, GW Gray, SW Webb, SN Mason, NW Mulholland, AK Dunn, WD Guffogg, EL Lawrence, KB Hogan, D Archer, MR Mandas, AJ Krempin, GA King, GR Morton, TL Dolan, TS Te-Maipi, JM Anderson, T Watson, SE Rogers, ML Garrad, DL Middleton, RI Hodson, ZH Tan, LJ Maciolek, LK Corderoy, SJ Conn, TW Wheatley, BMY Smith, M Pearson, FJ Bell, WA Spooner, M Jeffery, LC Wake, GR Anderson, PG Liddell, MA Gibson, PT Williamson, HA Liddell, RA Du-Bois, GS Chant, AW Doyle, PJ Webb, SWP Paerata, AJ Miranda, RW Bread, RA Heys, PR West, J Jeffs, PS Griffiths, BR Webb, RW Crowe, GI Barber, PE Bennett, J Nahi, GR Farnsworth, I Richardson, GJ Galabraith, M Puckeridge, LJ Kirkett, CF McCrohon, SL Dixon, SM Conn, D Colig, MA Sharman, KJ Kennelly, PA Murray, BJ Riddett, TJ Milne, AF Neems, GK Butler, J Goyen, DM Samuel, J Hay

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1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1996 in accordance with the provisions of sections 29-47 of the said Act, entered into between Ace Gutters Pty Ltd of 69 Boundary Road Mortdale of the one part and employees of the other part. Ace Gutters is a manufacturer of rainwater products, a reseller of brassware and plumbing supplies.

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the Ace Gutters Enterprise Bargaining Agreement 1996.

3. INTENTION

This agreement shall only apply to employees who are covered by the:

Clerical & Administrative Employees (State) Award
 Commercial Travellers (State) Award
 Miscellaneous Workers - General Services (State) Award
 Transport Industry Mixed Enterprises (State) Award
 & Shop Employees (State) Award

who are situated at the company's sites at 69 Boundary Road, Mortdale NSW & 2 Abdon Close, Bennetts Green NSW.

4. DURESS

This agreement was not entered into under duress by any party to it.

5. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the following State Awards.

Transport Mixed Enterprises Interim
 Shop Employees
 Clerks
 Miscellaneous Workers - General Services
 Commercial Travellers

Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the award. Where there is inconsistency between this Agreement and Award, this Agreement prevails.



6. WAGE INCREASES

Employees payment for ordinary hours (paid rate) is the award rate plus an overaward payment. Paid rates are not varied in line with increases in award ordinary hourly rates unless the award rate becomes in excess of the paid rate. Employees covered by this agreement at the date of registration will be paid a 2% increase, to their paid rate, from the first full pay week ending after the agreement has been registered.

New employees shall be entitled to be paid at the appropriate award rate for their classification for their period of probation as specified in Clause 12 of this Agreement. Casual and part time employees are paid pro rata of the weekly rate for hours worked plus the appropriate loading. Commercial Travellers may work part time up to 32 hours per week.

7. ATTENDANCE MONEY

Attendance money is \$10.00 per week, part time employees are paid pro rata depending on the number of hours worked per week.

Attendance money will not be paid if on any one occasion in the pay week, employees are:-

1. Three minutes or more late on set overtime start or ordinary start.
2. Finish early 3 minutes or more.
3. Fail to bundle on or off.
4. Fail to work previously committed overtime or rostered set overtime that is a condition of employment.
5. Not at work for any reason during part of or for the whole day.
(This includes sick leave, annual leave, long service leave, leave without pay, workers compensation, parental leave, bereavement leave, personal business etc.)

Excepting on company business or an RDO or short amount of time lost for workers compensation e.g. visit to the Doctor for stitches and return to work on the same day.

For Attendance Money the week will be counted as Monday to Sunday.
Casual employees are not eligible to receive Attendance Money.

8. CALCULATION OF OVERTIME AND LATECOMINGS

Latecomers will have their pay docked in three minute blocks if they are three minutes or more late starting work or overtime.

Calculation of time spent working overtime will also be calculated in three minute blocks; that is overtime will be paid on the first three minutes and from then on in three minute blocks.

9. PERSONAL PERFORMANCE

Personal performance will continue to be recognized by way of annual "WORK ROLE DISCUSSIONS". The pilot program was introduced during 1995.

Job descriptions are in place for every employee. The Work Role Discussion will be applied to the employee's job. Every employee will know what exactly their job entails and what is expected of them. Discussions will take place between the employee and their Manager/Supervisor in conjunction with the Human Resources Manager. These discussions will focus on performance in the job and employees will have an opportunity to make comments.

10. MULTI SKILLING

The company is all for multi skilling and has tried in most areas where practicable to improve and diversify employee skills.

Employees will continue to be trained as "back ups" and receive an additional payment as incentive if relieving for a minimum of a week in these positions. Job descriptions will be provided to employees relieving in or being trained for a new position.

Employees are encouraged to apply for positions as they become vacant. In most cases positions will be advertised internally as they become vacant before they are advertised externally.

11. LEAVE WITHOUT PAY

This matter will continue to be resolved at the Company's discretion. Each case will be judged on its merit and other factors such as work history of the employee, timing of leave and workload at the time.

12 PROBATION PERIOD

The period of probation for new employees shall be six months. During that period employment may be terminated without the application of the warning system. Award provision as regards sick or annual leave etc. will apply from commencement of employment.

1. New employees will commence on the award or decided rate.
2. After 3 months, depending on performance, wage to be fully or partially increased. Work role discussion to be completed and uniforms provided.
3. The next three months will be used to make a final assessment of the employee. At the end of this period it will be decided whether the employee is suited to the Company.

13. WARNING PROCEDURE

Four Stage Disciplinary Procedure:-

Level 1 - PERFORMANCE COUNSELLING

Private discussion with the Human Resources Manager. Supervisor/Manager may be present, as decided by the Human Resources Manager. Note to be made in employee's personal file.

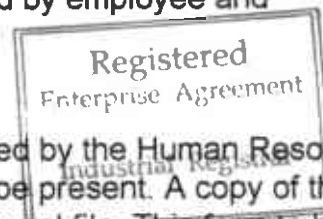
Level 2 - VERBAL WARNING

A formal verbal warning. The Human Resources Department to be advised immediately. Union delegate or witness of your choice to be present. Note to be made in the employee's personal file. Note to be signed by employee and witness/union delegate.

Level 3 - FORMAL WRITTEN WARNING

This is the *Final Warning*. A written form to be completed by the Human Resources Manager. Union delegate or witness of your choice to be present. A copy of the written warning form to be kept on the employee's personal file. This form to be signed by employee and witness/union delegate.

NOTE: Refusal to sign the form does not invalidate the warning.



DISMISSAL

Each warning will remain in force for a minimum of six months, a longer warning period may be set, according to the employee's history, and as determined by the Human Resources Manager. Final warnings, or immediate Level 2 warning may be issued by the Human Resources Manager to employees who are habitual offenders and depending on the nature of the misdemeanour.

Employees may return to the previous level at the end of the warning period. This is dependent on work performance.

All employees may at any time consult their Department Managers, Union Delegates or the Human Resources Manager.

The Company still has the right to issue "on the spot" dismissals for misconduct.

14. HEALTH AND SAFETY

The Company is determined to reduce accidents to the minimum.

All employees are expected to take full responsibilities for themselves and others in safety matters. The wearing of protective clothing and equipment and compliance with safety standards is a must and the warning system will be applied where necessary. All employees are expected to report potential hazards to their Supervisor or the Safety Officer. All injuries are to be reported to the appropriate Supervisor.

15. INDUCTION/TRAINING

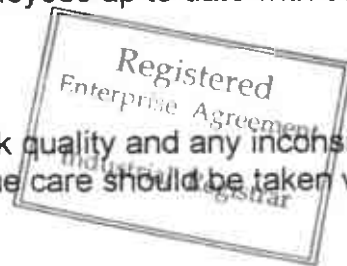
Induction and Safety manuals are being prepared, all new employees will spend time completing an orientation period. A video library has been created which is available to all employees.

The training of new employees and employees being multi skilled will be more closely monitored.

A monthly new bulletin will be distributed to keep employees up to date with company business.

16. QUALITY

All employees should be responsible for their own work quality and any inconsistencies should be reported immediately to their Supervisor. Due care should be taken when completing all tasks.



17. LIMITED SICK LEAVE INCENTIVE BONUS

At the end of this agreement's nominal term, 1% of ordinary gross annual salary will be paid as a one off bonus to any employee covered by this agreement who has:

1. Taken no more than **4 DAYS SICK LEAVE** off, in total, during the start and finish of the agreement.

OR

2. Taken no more than **5 CONSECUTIVE SICK LEAVE DAYS** off, in total, with production of a Doctor's certificate, during the start and finish of the of the agreement.

In each of the above instances, there will be no provision for any employee to forgo sick pay in order to secure this bonus.

The bonus will be an additional payment to the existing sick payout system paid at Christmas time every year. This will remain as is.

18. DISPUTES/GRIEVANCE HANDLING PROCEDURE

In the case of individual and collective grievances, the following procedure applies:-

1. Employee notifies their Manager/Supervisor or Human Resources Manager of the grievance.
2. Discussion to be held between employee (and representative) and the Manager/Supervisor or Human Resources Manager within 24 hours of notification of grievance.

If the matter is not resolved:-

3. The employee (and representative) and the Manager/Supervisor to meet with the Human Resources Manager within 24 hours.

If the matter is not resolved:-

4. All parties to meet with the Managing Director within 24 hours.

If the matter is not resolved:-

5. Referral to the NSW Industrial Relations Commission.

Normal work must continue while the procedure is being followed. All parties may be represented by their respective industrial organisations.



19. CUSTOMER SERVICE RESPONSIBILITIES

The following guidelines are designed to improve the level of customer service. Employees who deal with customers are to:-

- * Have a pleasant and helpful manner at all times.
- * Demonstrate eagerness to deal with customers, meet their needs and deal with their concerns.
- * Reflect a professional image in their dress and grooming in accordance with the Company's customer service focus.
- * Wear Company uniform at all times.
- * Keep the work area clean and tidy.
- * Take an active interest in the total presentation of the workplace, with particular focus on their workplace.
- * Deal with customer orders by completing the task accurately and methodically with minimal number of errors.

20. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of a year unless varied or terminated earlier by both parties under the provisions provided by the Act.

21. NO EXTRA CLAIMS

The parties are committed not to pursue any extra claims, award or over award for the life of this agreement



Signed for and on behalf of Ace Gutters Pty. Ltd.

Signature *Don Anderson*

Printed Name and Occupation **DONALD FREDERICK ANDERSON
MANAGING DIRECTOR**

Common Seal of Company



Witness *R. Melville*

Date *26-11-1996*



Signed by employees of Ace Gutters Pty. Ltd.

As per attached listing:

Registered
Enterprise Agreement
Industrial Registrar

EMPLOYEE'S NAMES & ADDRESSES

P.J. DALTON
7/12 WISTON GARDENS
DOUBLE BAY NSW 2028

S.A. BRADLEY
11 CALVERTON CRESCENT
BELMONT NORTH NSW 2280

P.R WALTERS
14 JUSTINE AVE
WHITEBRIDGE NSW 2290

D.M. CHARLTON
5/14 GEORGETOWN ROAD
GEORGETOWN NSW 2298

D.N. CONNERS
12 HULOT CLOSE
THORNTON NSW 2322

N.J. BROWNE
13 ORCHARD STREET
CARDIFF NSW 2285

Registered
Enterprise Agreement

A.G. CAIN
3 TYRONE ST
NEW LAMBTON NSW 2305

Industrial Registrar

G.W. GRAY
154 GEORGE ST
EAST MAITLAND NSW 2323

A.K. DUNN
43 VISTA PARADE
BELMONT NSW 2280

T.L. DOLAN
9/33 BOND ST
MAROUBRA NSW 2035

T L Dolan

T.S. TE-MAIPI
2/26 STEPHEN STREET
PENSHURST NSW 2222

T. Te Maipi

J.M. ANDERSON
3/2 LETITIA ST
OATLEY NSW 2223

J. Anderson

T. WATSON
5/14 MARLO ROAD
CRONULLA NSW 2230

T. Watson

S.E. ROGERS
75A WATTLE ROAD
JANNALI NSW 2226

S.E. Rogers

M.L. GARRAD
22 ARTHUR ST
CONDELL PARK NSW 2200

M. Garrad

D.L. MIDDLETON
26 MOUNTVIEW AVE
BEVERLEY HILLS NSW 2209

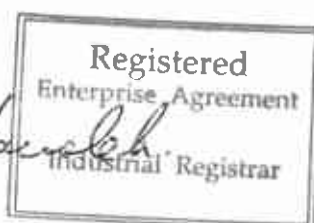
D. Middleton

R.I. HODSON
46 POZIERES AVE
MILPERRA NSW 2214

Z.H. TAN
25/14 WARIALDA ST
KOGARAH NSW 2217

L.J. MACIOLEK
52 HENRY LAWSON DRIVE
PEAKHURST NSW 2210

L. Maciolek



L.K. CORDEROY
1 KING STREET
HEATHCOTE NSW 2233

L.K. Corderoy

S.J. CONN
13 MAYGAR CLOSE
MILPERRA NSW 2214

S.J. Conn

T.W. WHEATLEY
1 RONALD STREET
PADSTOW NSW 2211

T Wheatley
B. L.

B.M.Y. SMITH
28 MILFORD ROAD
MIRANDA NSW 2228

M. PEARSON
60A HENRY LAWSON DRIVE
PEAKHURST NSW 2210

M Pearson

F.J. BELL
46 RICHMOND ROAD
KINGSWOOD NSW 2747

W.A. SPOONER
4 PARNELL AVE
QUAKERS HILL NSW 2763

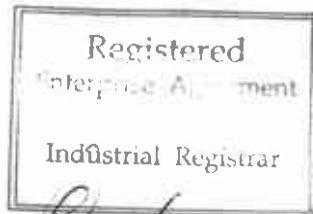
M. JEFFERY
24 HAMPTON ST
HURSTVILLE GROVE NSW 2220

M. Jeffery

L.C. WAKE
16 KENNEDY CRESCENT
BONNET BAY NSW 2226

L. Wake

G.R. ANDERSON
2 ENDEAVOUR ROAD
GEORGES HALL NSW 2198



P.G. LIDDELL
14 GARDINA ST
NARWEE NSW 2209

P. G. Liddell

M. A. GIBSON
18 PAMELA AVE
PEAKHURST NSW 2210

M. A. Gibson

P.T. WILLIAMSON
210 PENSHURST ST
BEVERLY HILLS NSW 2209

P. T. Williamson

H.A. LIDDELL
14 GARDINA STREET
NARWEE NSW 2209



R.A. DU-BOIS
181 VICTORIA STREET
ASHFIELD NSW 2131



G.S. CHANT
10 HAKEA PLACE
MACQUARIE FIELDS NSW 2564



A.W. DOYLE
31 RICHARD AVE
EARLWOOD NSW 2206



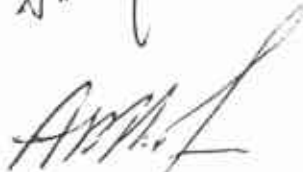
P.J. WEBB
3 BIRCH PLACE
KIRRAWEE NSW 2232



S.W.P. PAERATA
23/1 CARLTON PARADE
CARLTON NSW 2218



A.J. MIRANDA
111 SLADEN ROAD
ENGADINE NSW 2233



R.W. BEARD
88 BANKSIA AVE
ENGADINE NSW 2233



R.A. HEYS
92 BELMORE ROAD
PEAKHURST NSW 2210



P.R. WEST
28/72 JERSEY AVE
MORTDALE NSW 2223



S. JEFFS
10 HAKEA PLACE
MACQUARIE FIELDS NSW 2564

P.S. GRIFFITHS
7 GAILES ST
SUTHERLAND NSW 2232

B.R. WEBB
17/63-65 WOLSELEY ST
BEXLEY NSW 2207

R.W. CROWE
33 BROUGHTON ST
MORTDALE NSW 2223

G.I. BARBER
28 HERMIES AVE
MILPERRA NSW 2214

P.E. BENNETT
15 RICHARDSON AVE
PADSTOW NSW 2211

Registered Enterprise Agreement Industrial Registrar

J. NAHI
140 PRINCES HIGHWAY
CARLTON NSW 2218

G.R. FARNSWORTH
4 BRAY PLACE
AMBARVALE NSW 2560

I. RICHARDSON
3 BEGA ROAD
JANNALI NSW 2226

G.J. GALBRAITH
24 HAMPTON ST
HURSTVILLE GROVE NSW 2220

M. PUCKERIDGE
11 ALIBERTI DRIVE
BLACKTOWN NSW 2148

L.J. KIRKETT
31 HILL ST
BELMONT NSW 2280

C.F. MCCROHON
61 BOYD ST
SWANSEA NSW 2285

S.L. DIXON
13 TRELOAR AVE
MORTDALE NSW 2223

Dixon

S.M. CONN
4/27 GLENCOE ST
SUTHERLAND NSW 2232

Conn

D. COLIG
8/24 OXFORD ST
MORTDALE NSW 2223

M.A. SHARMAN
44 WOODBINE ST
YAGOONA NSW 2199

Shorman

K.J. KENNELLY
49 UNIVERSAL ST
MORTDALE NSW 2223



K.J. Kennelly

P.A. MURRAY
UNIT 3/12 ARCADIA ST
PENSHURST NSW 2222

Murray

B.J. RIDDETT
45 KEMP ST
MORTDALE NSW 2223

Riddett

T.J. MILNE
2/17 QUEENSBURY ROAD
PENSHURST NSW 2222

T. Milne

A.F. NEEMS
4 KENNA PLACE
GYMEA NSW 2227

A.F. Neems

G.K. BUTLER
1/17 QUEENSBURY ROAD
PENSURST NSW 2222

G.K. Butler

J. GOYEN
13 PINES PARADE
GYMEA NSW 2227

J. Goyen

D.M. SAMUEL
152 CAPTAIN COOK DRIVE
WILLMOT NSW 2770



J. HAY
75 KENNEDY ST
PICNIC POINT NSW 2213

J. Hay