

ENTERPRISE AGREEMENT

NO: E.A. 162 /1994

DATE REGISTERED: 17-5-94

PRICE: \$ 24-00.

H. I. FRASER PTY LIMITED

ENTERPRISE AGREEMENT

PREAMBLE

AD.
SN.
H. I. Fraser P/L carries on the business of engineering currently at Unit 6 No. 5 Vuko Place Warriewood. In the course of that business it employs persons in a variety of roles ranging from administrative and sales tasks to machining and process work. This Enterprise Agreement is designed to register the great flexibility in employment practices which have been established within the enterprise conducted by H. I. Fraser Pty Limited and to accord to Employees of that enterprise greater access to stimulating and well paid employment.

1. PARTIES BOUND

1.1 The parties to this Agreement are:

1.1.1 H I Fraser Pty Limited (ACN 003 343 271) of Unit 6 No. 5 Vuko Place Warriewood in the State of New South Wales ("H I Fraser"); and

1.1.2 each and every Employee employed by H I Fraser with the exception of the Market Manager, the Production Manager and the Administration Manager during the currency of this Agreement ("the Employees").

1.2 For the purpose of this agreement the following definitions apply:

1.2.1 Managing Director, Financial and Administration Director, Marketing Manager, Production Manager, Administration Manager ("the Management Team")

1.2.2 an Employee engaged on a full time basis entitled to payments in respect of annual leave, public holidays and sick leave ("Permanent Employee")

1.2.3 an Employee employed on a casual basis and is paid as such with no entitlement to payments in respect of annual leave, public holidays and sick leave ("Casual Employees")

2. STATUS AND AIM OF AGREEMENT

2.1 This Agreement shall determine all of the terms and conditions of employment of the Employees which are capable of inclusion in an award and operates to the full and total exclusion of the provisions of the following awards ("the Awards"):

* Metal & Engineering Industry (NSW) Interim Award

* Clerks (State) Award

* Draughtsman, Planners, Technical Officers (State) Award

* Commercial Travellers (State) Award

* Storeman and Packers (State) Award

The Awards shall have no application whatsoever to H I Fraser or the Employees during the currency of this Agreement.

2.2 The parties to this Agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

3. **DATE AND PERIOD OF OPERATION**

3.1 The Agreement shall commence on the day of its registration by the Industrial Registrar and shall operate for a period of one (1) year thereafter.

4. **HOURS, STATUS AND ROSTERING**

4.1 All Employees shall receive an hourly rate in accordance with their letter of employment, drafted in the form of Appendix A hereto for ordinary hours worked.

4.2 The maximum ordinary hours of employment shall not exceed an average worked over fifty two (52) weeks of forty (40) hours per week worked between the hours of 6.00 am and 6.00 pm Sunday to Saturday. For Employees paid on an hourly rate the minimum hours guaranteed is thirty (30) hours per week.

4.3 In the case of Employees employed on an hourly basis, all the hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as those ordinary hours, provided that all such excess work shall be voluntary.

4.3.1 In the case of Employees employed on a salaried basis, their salary shall be deemed to be full compensation for all hours worked, provided that no salaried employee shall be required to work more than 40 hours per week over a 52 week period."

4.4 Employees shall be either permanent Employees or Casual Employees.

4.5 Each Employee employed on an hourly basis will be given a regular roster by H I Fraser. This roster may be altered by mutual Agreement between H I Fraser and each Employee or by H I Fraser giving, to the greatest extent practicable, not less than three days notice to the Employees. Rosters will be clearly displayed by H I Fraser in a prominent place at its place of business.

4.6 All Employees employed on an hourly basis and working a shift which commences after 4.00 pm on one day and before 4.00 am the following day and continues for more than two (2) hours will be paid a shift allowance equal to ten per cent (10%) of their wage for the shift in question, provided that where an Award which would apply but for the operation of this Agreement allocates shift loadings on ordinary time more favourable than those referred to above, those more favourable shift loadings will apply."

4.7 H I Fraser recognises that Employees will at times need special leave to attend to personal matters. This leave will be agreed between the Employee and immediate supervisor on a case by case basis. Salaried paid Employees will take time in lieu. Hourly paid Employees the special leave will be unpaid.

5. TERMINATION OF EMPLOYMENT

5.1 The employment of an Employee may be terminated by the provision of notice, in writing, equivalent to the wage or salary period of the Employee in question by the party terminating to the other party. Notwithstanding this requirement H I Fraser may terminate the employment of an Employee without notice where H I Fraser reasonably believes the Employee to be guilty of serious and/or wilful misconduct, negligence, or incompetence.

6. RATES OF PAY

6.1 All Employees shall receive an hourly rate for ordinary hours of employment that is not less than the rate which would have otherwise been applicable from time to time under an Award which would apply to them if this Agreement had not been made.

6.2 The rate of pay for ordinary hours for all Employees shall be not less than the rate they were receiving prior to this Agreement.

6.3 Statutory superannuation will be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Charge Act 1992 and the accompanying regulations.

6.4 H. I. Fraser will undertake to review twelve (12) monthly the salary and wages of all Employees.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

7.1 Annual leave shall be in accordance with the Annual Holiday Act 1944.

7.1.1 Annual leave loading of seventeen and a half per cent (17.5%) is currently calculated in to the salaries of Employees paid on a monthly basis. This practice is to continue.

- 7.1.2 Wage rates for Employees paid on an hourly basis shall be adjusted upwards by one point three four six percent (1.346%) on a once off basis to fully compensate them for the Annual Leave Loading of seventeen and a half per cent (17.5%) and payment of the loading shall discontinue.
- 7.2 Long service leave shall be in accordance with Long Service Leave Act 1955.
- 7.3 Redundancy pay shall be in accordance with the Employment Protection Act 1983.
- 7.4 The parties agree that the wage rates of Employees paid on a monthly basis include compensation for all work including any work on weekends or public holidays.
- 7.5 In the case of all other Employees all work on Public Holidays shall be remunerated at the same rate per hour as ordinary hours and will be paid for public holiday as is current practise.
8. **SICK LEAVE**
- 8.1 All permanent Employees shall be entitled to ten (10) days sick leave on full pay during each year of employment provided that the employer shall not be obliged to grant such leave to any eligible Employee until that Employee has been continuously employed for three months, provided that at the conclusion of the qualifying period any eligible Employee shall become entitled to payment pursuant to this section. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the Employee's employment. Untaken sick leave shall not accumulate from year to year.
- 8.2 It is the obligation of the Employee to notify H. I. Fraser, as soon as practical, after it becomes apparent that they are unfit for work, but not later than fifteen (15) minutes, where possible, after normal starting time.
- 8.3 H I Fraser may require the Employee to produce a medical certificate if they are sick for more than three (3) consecutive working days. Friday and Monday will be seen as consecutive working days.
9. **MEALS**
- 9.1 Employees paid on an hourly basis shall be entitled to two (2) unpaid meal breaks per eight (8) hour shift. One break to be of thirty (30) minutes duration and one break to be of fifteen (15) minutes duration.

- 9.2 Wage rates for Employees paid on an hourly basis shall be adjusted upwards by a further three point one two five percent (3.125%) on a once off basis to fully compensate them for the fact that the 15 minute break will now be unpaid and payment for that break shall discontinue.

10. PAYMENT OF WAGES

- 10.1 Wages shall be paid weekly or monthly by agreement depending on the wages or salary period of the Employee by electronic funds transfer to an account in a financial institution nominated by the Employee. H I Fraser agree EFT information to be available to financial institutions nominated prior to payment date. Otherwise wages and salaries will be paid weekly or monthly by cheque, at the discretion of H I Fraser.

11. OCCUPATIONAL HEALTH AND SAFETY

- 11.1 All Employees agree to comply with all Occupational Health and Safety regulations as specified by H I Fraser's Occupational Health and Safety committee.

12. BEREAVEMENT AND COMPASSIONATE LEAVE

- 12.1 On the occasion of the death of an Employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, child, step-child, parent-in-law or grandparents and on the production of evidence satisfactory to H I Fraser, the Employee will receive a maximum of five (5) days leave on full pay.

13. JURY DUTY

- 13.1 When required to attend for jury service the Employee shall receive leave of absence and shall be paid by H I Fraser an amount equal to the difference between the fee received from the court for jury service and the ordinary time rate the employee would have been paid had he or she worked.

14. PARENTAL LEAVE

- 14.1 Maternity and paternity leave shall be in accordance with the provisions of Chapter 2 Part 2 Division 3 of the Industrial Relations Act 1991.

15. MULTI-SKILLING AND TRAINING

- 15.1 The Employer has established a number of Progress Improvement Groups to deal with incentive and progress improvement within the business.

- 15.2 Progress Improvement Groups will continue to be formed to address areas where improvements can be made in the way the business is operated. Employees agree to play an active part in such Progress Improvement Groups where practical and to suggest new areas for Progress Improvement Group Activity.
- 15.3 Each Progress Improvement Group shall consist of those Employees who The Management Team or their delegates think are appropriate for the task in question.
- 15.4 H I Fraser encourages all Employees to make suggestions as to efficiency and streamlining of the work of the enterprise through their immediate supervisor.
- 15.5 The Employees agree that attendance at training sessions during normal working hours will be compulsory and paid. Any training falling beyond normal working hours will not be compulsory and will not be paid.
- 15.6 Employee expenditure for training which H I Fraser believes will be of benefit to the business will be matched on a dollar for dollar basis up to a maximum of seven hundred and fifty dollars (\$750.00) per financial year. Any Employee who chooses to leave the employment of the business will be required to refund any such contribution made by H I Fraser over the previous twelve (12) months.
- 15.7 The Management Team will hold performance appraisals with respect to each Employee's progress on the job at least once per annum. The purpose of these reviews is to provide Management and each Employee with the opportunity to normally discuss the progress of each Employee and permit both Employees and Management to provide feedback and suggestions for the improvement with respect to each others performance.
16. **PROFIT SHARE**
- 16.1 H I Fraser shall allocate nine percent (9%) of its monthly pre tax profits for distribution to the Employees as a share of profit. H I Fraser will, at the conclusion of each month during the operation of this Agreement, provide all Employees with details of the monthly and year to date profit share.
- 16.2 The Profit Share paid to each Employee shall be in accordance with criteria and timing as set down by the Progress Improvement Group number Ten. In the absence of an Agreement as to criteria by members of the Progress Improvement Group number Ten, H I Fraser shall set down reasonable criteria, having regard to Clause 16, hereof. At present this is being paid quarterly.

16.3 The Board of H I Fraser have set the profit share for distribution at nine per cent (9%) of monthly pre tax profits and there is no intention of varying at this time. However, The Board reserve the right to do so.

17. **DISPUTES PROCEDURE**

17.1 If one or more Employees has a grievance with the Employer concerning this Agreement or concerning discrimination in employment within the meaning of the Anti-discrimination Act 1977, it shall be resolved as follows:

- (a) work shall continue normally;
- (b) in the first instance it shall be discussed between the Employee or a group of Employees and management;
- (c) in the event that the parties cannot resolve their grievance by negotiation it shall at the expenses of H I Fraser be referred to an arbitrator mutually agreeable to the parties whose decision will be accepted as final by both parties. In the absence of Agreement as to the identity of the arbitrator, the matter shall be referred to the Industrial Relations Commission of NSW.

Appendix A

Dear

You are employed by H I Fraser P/L as
Your salary is and your duties are:

Your employment is in accordance with H I Fraser P/L Enterprise Agreement.

Yours faithfully
H I Fraser P/L.

Mark Kirkby
Managing Director.

EXECUTED AS AN AGREEMENT

Signed by the Employees of H. I. Fraser
Pty Limited

Penelope Neill
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Signature of Witness

I Benford
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Signature of I Benford

Penelope Neill
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Name of Witness

Penelope Neill
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Signature of Witness

M Dent
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Signature of M Dent

Penelope Neill
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Name of Witness

Penelope Neill
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Signature of Witness

T Forrest
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Signature of T Forrest

Penelope Neill
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Name of Witness

Penelope Neill
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T Gray
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Signature of T Gray

Penelope Neill
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Name of Witness

Penelope Neill
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Signature of Witness

JB McMillen
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Signature of JB McMillen

Penelope Neill
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Name of Witness

R Hopson
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Signature of Witness

P Neill
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Signature of P Neill

PAUL A THOMPSON
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Name of Witness

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Signature of J Nelson

Penelope Neill
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Name of Witness

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Signature of K O'Neill

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Penelope Neill
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Signature of G Preistley

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Signature of P Ryan

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Penelope Neill
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Penelope Neill
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Signature of S Skinner

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Signature of Witness

PENELOPE NEILL
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Name of Witness

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Signature of B Subramanian

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Signature of Witness

Penelope Neill
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Name of Witness

P. Neill
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Signature of Witness

D. Winterflood
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Signature of D Winterflood

Penelope Neill
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Name of Witness

Jie Xu
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Signature of J Xu

P. Neill
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Signature of Witness

Penelope Neill
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Name of Witness

Guo Qiz Xu
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Signature of Q Xu

P. Neill
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Signature of Witness

Penelope Neill
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Name of Witness

J. Vizzard
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Signature of J Vizzard

P. Neill
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Signature of Witness

PENELOPE NEILL
.....
Name of Witness

The common seal of H I Fraser Pty Limited (ACN 003 343 271) is affixed in accordance with its articles of association:

[Handwritten Signature]
.....
Signature of Director Secretary
.. RICHARD KIRKBY
Name

[Handwritten Signature]
.....
Signature of Director
003 343 271
.. Mark Kirby
Name

