

ENTERPRISE AGREEMENT

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SIAMEI IMPORT EXPORT AUSTRALIA ENTERPRISE AGREEMENT 1995

AN ENTERPRISE AGREEMENT MADE IN ACCORDANCE WITH DIVISION 2,
ENTERPRISE AGREEMENTS, INDUSTRIAL RELATIONS ACT 1991 (NSW)

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2. TITLE

This agreement shall be known as the “**Siamei Import Export Australia Enterprise Agreement 1995**” (the “agreement”).

3. PARTIES

The agreement is made in accordance with the provisions of *sections 115-142, Industrial Relations Act 1991 (NSW)* between The Sia Foundation Pty Limited (ACN 003 319 622), trading as Siamei Import Export Australia, Units 10-12, 61-71 Beauchamp Road, Matraville NSW 2036, of the first part and the EMPLOYEES of the said The Sia Foundation Pty Ltd, in the enterprise, being distribution, warehouse and ancillary activities, of the second part.

4. AREA, INCIDENCE AND PARTIES BOUND

(a) The agreement shall be binding on The Sia Foundation Pty Ltd (the “employer”) and the employees named in the Schedule to this agreement, and such other persons from time to time who are employed in the enterprise in the occupation of-

Warehouse Employee

at the establishment at Units 10-12, 61 -71 Beauchamp Road, Matraville NSW 2036 and in accordance with *section 121 (2), Industrial Relations Act 1991 (NSW)*.

(b) The occupation of warehouse employee shall include any employee engaged in or in connection with the handling, reception, sale or delivery of goods by wholesale, who are employed in a warehouse or by the employer on the premises where the enterprise is established under this agreement, including wholesale markets occupied by the employer and, without limiting the generality of this occupation, it shall also include such classifications as checker, assembler, replenisher/stockhand, sorter, wrapper/tier or indoor salesperson.

5. DURATION

The agreement shall take effect as from the date of registration of the agreement under the provisions of the *Industrial Relations Act 1991 (NSW)*, and it shall remain in force for a period of three years.

6. DURESS

The parties declare that the agreement is not entered into at any stage under duress and that the agreement reflects the interests and desires of each party. The parties further declare that the agreement is not unfair, harsh or unconscionable.

7. INTENT

The parties agree to the implementation of the process necessary to ensure that mutual benefits are derived from the agreement.

8. OBJECTIVES

- (a) The employer agrees to provide incentives to reward the enhancement of relevant skills and performance by employees.
- (b) The joint focus of the parties is the commitment to understand and respond to customer needs, serving them with integrity, delivering services promptly, safely and efficiently, and promoting quality control by setting standards and continually monitoring and improving their services, and to cooperate positively to increase productivity and competitiveness in the warehouse and distribution industry.
- (c) The parties intend to encourage the provision of clear lines of communication on matters affecting individuals and their work, developing individual and collective talents, promoting cooperation and teamwork, and recognising individual and team contributions.
- (d) The parties recognise the importance of quality control principles. All employees agree to give full support and cooperation to the introduction of measures which will enhance the quality and productivity of their work.
- (e) The parties recognise the prerogative of the employer to allocate work and agree that work should be organised to maximise the flexibility within the ability of the work force.
- (f) The employees agree not to impose any restrictions or limitations on the allocation of work, standard work times or the review of work methods.
- (f) The parties agree to the introduction of procedures for handling employee grievances, and to use a cooperative approach to the resolution of matters which may lead to a breakdown of harmonious relations.

9. RELATIONSHIP TO PARENT AWARD

The Parent Award is the **Warehouse Employees' - General (State) Award**. The Parent Award is replaced wholly by the agreement. All industrial awards and agreements as they relate to matters contained within the agreement no longer apply to the employees covered by this agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY

- (a) The parties are committed to the implementation of equal employment opportunity in the work force.
- (b) The parties agree to incorporate equal employment opportunity principles into management policy, planning and reporting functions so as to provide opportunities for all staff to participate and benefit from work place reform programs.

11. FLEXIBILITY OF WORK

The employer may direct an employee to carry out any duty that is within the limits of such employee's skill, competence and training.

12. COMMITMENT TO TRAINING

The parties recognise that in order to increase the efficiency, productivity and competitiveness of the warehouse and distribution industry operations that a greater commitment to training and skill development is required.

For this reason the parties commit themselves to-

- (i) developing a more highly skilled and flexible work force;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and

the parties agree that training programs should be developed consistent with-

- (iii) the current and future skill needs of the enterprise;
- (iv) the size, structure and nature of the operations of the enterprise; and
- (v) the need to develop vocational skills relevant to the enterprise and the warehouse and distribution industry through courses conducted by accredited educational institutions and other appropriate providers, and by in-house courses conducted by the employer.

13. HOURS

(a) The *ordinary hours* of work shall not exceed 38 hours per week and shall be worked between Monday and Sunday (inclusive) within the spread of hours between 6.00 am and 10.00 pm, provided that the ordinary hours of work for part time employees shall not exceed 32 hours per week between Monday and Sunday (inclusive) within a spread of hours between 6.00 am and 10.00 pm.

(b) The employer shall determine the normal commencing and finishing times of ordinary hours of work within the normal spread of hours, provided that 2 days notice is given to any employee directly effected by any alteration to existing normal times.

(c) The *shift work hours* shall not exceed 38 hours per week and may be worked between Monday and Sunday (inclusive). The normal commencing and finishing times of shift work shall be determined from time to time by agreement between the employer and employee.

(d) *Shift work* means any shift which proceeds at any time between 10.00 pm on one day and 6.00 am on the next day.

14. OVERTIME

(a) All time worked by the employee, as required by the employer, which exceeds 38 hours in any one week, and which commences before the commencing time on any day and after the ceasing time on any day, shall be paid overtime at the rate of time and one half for the first four hours overtime, and double time thereafter.

15. HOLIDAYS, SATURDAYS AND SUNDAYS

- (a) The following days shall be observed as **Holidays**: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other day gazetted as a public holiday within the area covered by the agreement, provided that any day proclaimed as a holiday for the State for a special purpose, but observed throughout the State on different days, also shall be a holiday.
- (b) An employee absent without leave on the day before or the day after any holiday or holidays, set out in sub-clauses (a) and (b) above, shall be liable to forfeit wages for the day or days of absence and the holiday or holidays or the day in lieu thereof, except if the employer is satisfied that illness (supported by a medical certificate) was the cause of any such absence.
- (c) If the employer and employee agree an employee may perform ordinary hours work on a public holiday, provided that a day in lieu is granted as leave to the employee on another date suitable to the employer, otherwise the employee shall take the prescribed holiday.
- (d) If the employer and the employee agree an employee may perform ordinary hours work or shift work on a Saturday or Sunday or both such days.

16. WAGES

- (a) The hourly rate for ordinary hours of employment worked by the employee shall not be less than the rate which would have been otherwise applicable from time to time under the Parent Award, in accordance with *section 122 (1) (3), Industrial Relations Act 1991 (NSW)*
- (b) The ordinary hourly wage rate for a warehouse employee shall not be less than-
\$9.6236 per hour
- (c) The ordinary hourly rate set out in subclause (b) of this clause shall be increased by five percent (5%) commencing on the day six months after the date of registration of this agreement and, in addition, such ordinary hourly rate shall be increased further by five percent (5%) commencing on the day eighteen months after the date of registration of this agreement.
- (d) **Casual employees** shall be paid on the basis of the rate for the appropriate classification level, plus 15 per cent, plus one/twelfth all separately calculated on the base rate for the appropriate classification level.
- (e) **Part-time employees** shall be paid on the basis of the hourly rate, set out in subclause (b) of this clause, for the time worked.
- (f) The employer shall determine from time to time the permanent, casual or part-time category applicable to any employee.

17. INCENTIVE PRODUCTIVITY SCHEME

The employer and employee may agree to an incentive productivity scheme which is based on work done calculated on an agreed incentive payments system, including a system based on kilo weight productivity units, provided that any such arrangement shall not result in the employee concerned receiving less wages than the ordinary hourly rate of pay over any period where work is performed under any such incentive scheme or arrangement.

18. ALLOWANCES

“**First-Aid Allowance**” shall be \$1.46 per day, payable only to a person who is appointed as a First-Aid Attendant.

“**Meal Allowance**” shall be \$7.20, payable when an employee is required to work overtime in excess of two hours in circumstances when the notice given by the employer to work such overtime is less than 24 hours.

“**Shift Work Allowance**” shall be paid on the basis of the rate for the classification level to which the employee has been appointed by the employer, together with a 15 per cent loading on the rate for such level.

19. PAYMENT OF WAGES

(a) Permanent employees shall be paid on the Friday of each week for all wages due which can be reasonably calculated up to and including each Friday, except in the case of overtime which shall be paid on the pay day which succeeds the week in which it was earned.

(b) Notwithstanding subclause (a) of this clause, upon the agreement of the employer and the employee the payment of wages may be made on any day of the week so agreed.

(b) The employer may pay wages by cash, company cheque or direct deposit into a bank account chosen by the employee. The employer shall meet the cost of any EFT transaction.

20. MEAL BREAKS AND RESTS

(a) There shall be a meal break allowed for employees each day of 30 minutes to be taken over a period agreed between the employer and the employee.

(b) There shall be a paid break of 15 minutes for employees required by the employer to work for three or more hours overtime.

21. LUNCH ROOM

The employer shall provide suitable facilities for the use of employees without charge which includes a suitable room with adequate table and seating accommodation and hot water.

22. FIRST AID

(a) The employer shall provide a first aid outfit which shall be placed under the custody and control of a person appointed by the employer.

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(b) The employer shall train and appoint a suitable first-aid attendant and train suitable back-up attendants as required.

23. ANNUAL LEAVE AND LONG SERVICE LEAVE

(a) Annual leave shall be taken in accordance with the *Annual Holidays Act, 1944* and Long Service Leave shall be taken in accordance with the *Long Service Leave Act, 1955*.

(b) All leave taken under this clause shall be taken during a period suitable to the business arrangements and discretion of the employer, subject to annual leave being taken in accordance with the *Annual Holidays Act 1944*

24. SICK LEAVE

(a) There shall be ten days sick leave paid at ordinary rates for employees in each calendar year from the anniversary of their service with the enterprise, provided that-

(i) a medical certificate is required to be produced certifying as to unfitness for work from the second consecutive day of unfitness for work, and

(ii) payment of any sick leave granted to an employee within the first 6 months months of service of such employee with the enterprise shall be withheld from payment until such employee has completed six months service.

(b) Untaken sick leave shall accrue from year to year to a maximum of three weeks total sick leave entitlement, provided that any untaken accumulated sick leave shall not be paid to an employee on termination of employment.

25. PARENTAL LEAVE

Parental leave shall be available to eligible employees in accordance with *Chapter 2, Part 2, Division 2, Industrial Relations Act, 1991(NSW)*.

26. BEREAVEMENT LEAVE

Bereavement leave shall be available to eligible employees in accordance with *clause 32, Warehouse Employees' -General (State) Award (Industrial Gazette Volume 265, page 438)*.

27. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence an employee shall be paid the difference between the jury service fees received and the employee's ordinary rate of pay. An employee shall be required to produce proof of jury service fees received and proof of requirement to attend jury service to the employer as soon as practicable after receiving notification to attend for jury service.

28. SAFETY CLOTHING

The employer shall provide safety face masks as required.

29. SUPERANNUATION

The employer shall make contributions on behalf of employees into a superannuation fund approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds as required by law.

30. TERMINATION OF EMPLOYMENT

(a) The employment may be terminated at any time by a permanent employee or the employer by giving notice in writing under the following notice scale-

<u>Employee's period of continuous Service with the Employer</u>	<u>Period of Notice</u>
More than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(The notice concerning an employee over 45 years who has completed at least 2 years continuous service shall be increased by one week over the scale above).

(b) At such time of giving notice in the case of a permanent employee, the employee may leave forthwith and forfeit the payment of wages in lieu of notice, and at such time as giving notice in the case of the employer, the employer may pay to the employee the equivalent of wages for the period of notice in lieu of notice.

(c) The employer or a probationary employee (being any employee with less than 12 months continuous service) may terminate the employment of such an employee at any time without notice.

(d) Subject to sub-clause (e), the employer shall not terminate the employment of a permanent employee for reasons related to the employee's conduct or performance unless-

- (i) the employee has been given the opportunity to answer any allegations made; or
- (ii) the employer could not be reasonably be expected to give the employee that opportunity.

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(e) The employer may instantly dismiss at any time without notice an employee the employer consider is guilty of serious misconduct.

(f) Without limiting the generality of paragraph (e) of this clause, the conduct of an employee who does not heed a warning and counselling given by the employer concerning that employee's work performance or conduct, shall be conduct deemed to be serious misconduct.

31. REDUNDANCY

(a) A permanent employee whose employment is terminated solely because of the introduction or proposed introduction of mechanisation and/or technological change by the employer which has or is intended to substantially effect the work in which such an employee is engaged by the employer in the enterprise, and where such employee has had 12 months continuous service immediately preceding such termination, shall be entitled to receive-

- (i) three months notice of termination, and
- (ii) in the event that three months notice is not given, the employee shall be entitled to be paid at the ordinary rate of pay for a period equal to the difference between the three months mentioned in paragraph (i) above and any lesser period of notice actually given to the employee.

(b) The employer may terminate the employment of an employee under this clause by the payment of three months salary at ordinary rate of pay in lieu of notice, together with any other termination payments which may be due to the employee concerned.

(c) The period of notice under this clause shall be deemed to be service for the purposes of annual leave and long service leave entitlements under this agreement.

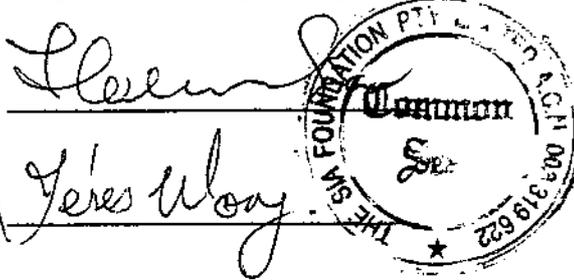
(d) The provisions under this clause shall be in accordance with the requirements determined from time to time under the *Employment Protection Act NSW 1982 and Regulation 1983*.

32. VARIATION

Any variation to this Agreement will be made in accordance with the provisions of *section 125, Industrial Relations Act, 1991 NSW*.

This agreement is made at Matraville on this the _____ day of October, 1995

SIGNED AND SEALED (on behalf of The Sia Foundation Pty Limited ACN 003 319 622, trading as Siamei Import Export Australia)



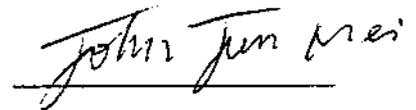
in the presence of

SIGNED (by the employees of The Sia Foundation Pty Limited ACN 003 319 622, trading as Siamei Import Export Australia)

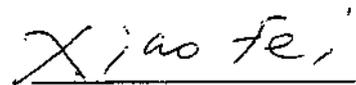
Employees

Signatures

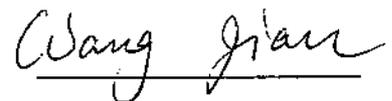
John Mei Jun
2/ 46 Denison Street, Hillsdale NSW 2036
Ph. 700 1204 (Checker)



Xiao Fei
2/ 90 Darlington Road, Darlington NSW 2008
Ph. 557 8270 (Sorter)



Wang Jian
6/ 8 Warialda Street, Bexley NSW 2207
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Ho Ling Ling
1 Kyogie Street, Eastlakes NSW 2018
(Sorter)



Lam Lai Lai
10 Boomerang Street, Maroubra NSW 2035
(sorter)



Te' res Wong
4 Robinson Street, Eastlakes NSW 2018
Ph. 700 9561 (sorter)



Ailees Wong
4 Robinson Street, Eastlakes NSW 2018
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