

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/271

**TITLE:** Universal Music Australia Pty Limited Enterprise Agreement 2001

**I.R.C. NO:** IRC02/1942

**DATE APPROVED/COMMENCEMENT:** 26 April 2002

**TERM:** 31 May 2003

**NEW AGREEMENT OR VARIATION:** Replaces EA99/257

**GAZETTAL REFERENCE:** 13 September 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all warehouse employees of Universal Music Australia Pty Limited, situated at 122 McEvoy Street, Alexandria NSW 2015.

**PARTIES:** National Union of Workers, New South Wales Branch -&- Universal Music Australia Pty Ltd



## UNIVERSAL MUSIC AUSTRALIA ENTERPRISE AGREEMENT 2001

EX 2  
—

**1. TITLE:**

This agreement shall be known as the Universal Music Australia Pty Limited Enterprise Agreement 2001.

**2. PARTIES:**

The parties to this Agreement are as follows:

- a) Universal Music Australia Pty Limited
- b) National Union of Workers, New South Wales Branch.
- c) Warehouse employees of Universal Music Australia Pty Limited.



**3. APPLICATION OF AGREEMENT:**

This Agreement shall apply to all warehouse employees who are employed by Universal Music Australia Pty Limited, situated at 122 McEvoy Street, Alexandria NSW 2015. This agreement supersedes the 1999 Universal Music Enterprise Agreement.

**4. RELATIONSHIP TO PARENT AWARD:**

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers (General) State Award provided that where there is any inconsistency or variation between the two this Agreement shall prevail to the extent of the inconsistency or variation.

**5. NO DURESS:**

This Agreement was not entered into by duress by any of the parties.

**6. DEFINITIONS:**

- "the Company" is Universal Music Australia Pty Limited ("UMA")
- "employees" are employees who work in the Warehouse of UMA at the above address.
- "union" is the National Union of Workers (NSW Branch)
- "agreement" is the Universal Music Australia Pty Limited Enterprise Agreement 2001.
- "award" is the Storemen and Packers General (State) Award.

**7. RATE OF PAY:**

From the first full pay period commencing on or after 1 June 2001, all employees to whom the Agreement applies will be paid the following rates:

- Grade 1 \$594.52
- Grade 2 \$605.23
- Grade 3 \$656.50
- Grade 4 \$699.50
- Grade 5 \$734.86

From the first full pay period commencing on or after 1 June 2002 to 31 May 2003, employees to whom the Agreement applies will be paid the following rates.

- Grade 1 \$618.30
- Grade 2 \$629.44
- Grade 3 \$682.76
- Grade 4 \$727.48
- Grade 5 \$764.25

The wage increases specified above will absorb any minimum safety net adjustment or other wage increase deriving from wage case decisions during the operation of this agreement.

### RATE OF PAY – Continued – GRADING SYSTEM

**GRADE 1** A new permanent employee who will qualify for a level 2 position within a maximum of 6 months. They should be able to work in a team environment and respond to routine supervision. They should be able to take instruction and direction and execute their duties in a safe and responsible manner.

Duties: Picking, packing, moving stock, cleaning, changing cases, etc..

**GRADE 2** A permanent employee with over six months experience as a Grade 1 at UMA.

Duties: Same as Grade 1

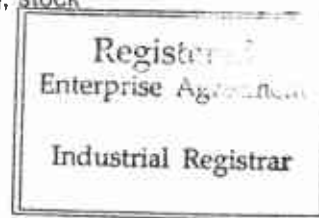
**GRADE 3** A permanent employee with over six months experience as a Grade 2 at UMA. In addition to Grade 2 skills, they would be responsible for the quality of their own work and be able to exercise discretion within their level of skills and training.

Duties: Picking, packing, general labouring and cleaning, changing cases, receiving, checking, despatching, picklist/label matching, stock replenishment, credit sorting.

**GRADE 4** Leading Hands

**GRADE 5** Supervisors

- Staffing levels in grades 4 and 5 are at Management discretion.
- This system will operate in an open and fluid manner in consultation between Management and the Consultative Committee with regards to fairness and accountability with both parties being in agreement prior to changes being implemented.



### 8. HOURS OF WORK

The ordinary working hours, exclusive of meal times, shall average 38 hours/week, Monday to Friday worked as follows:

- a) The hours to be worked will be between the spread of hours, 6.30am to 6pm.
- b) Employees covered by this agreement will be rostered off one day per ordinary working week (Monday to Friday) - Management in consultation with the employee will determine which day an employee may take.
- c) During any week that has a public holiday in it, the work hours for that week only will revert back to a 7.6 hour day or 7 hours and 36 minutes per day (38 hour week) thus eliminating the RDO during that working week. The start and finish times on these days will be staggered over two shifts to cover our normal 6.45am to 4.30pm work times as follows:

Shift one: 6.45am to 2.51pm (2.36pm without afternoon tea)  
Shift two: 8.45am to 4.51pm (4.36pm without afternoon tea)

Management in consultation with Supervisors will decide on who will start at what time, keeping in mind each persons preferred start times.

**9. REDUNDANCY:**

The parties agree to continue discussions with the view to having a redundancy package finalised as soon as possible. UMA undertakes that no employee will be retrenched pending the finalisation of the redundancy package.

**10. PAYMENT OF WAGES:**

Employees covered by this Agreement will be paid weekly.

**11. CONSULTATIVE COMMITTEE:**

The Consultative Committee shall meet bi-monthly to conduct its normal functions and to ensure the implementation of this Agreement is achieved in a timely manner and to monitor the ongoing compliance with this Agreement.

**12. AVOIDANCE OF DISPUTES PROCEDURE:**

- i) Any dispute arising out of employment shall be referred by the delegate to the company representative appointed for this purpose.
- ii) Failing settlement at this level between UMA and the delegate on the job, the delegate may refer the dispute within a reasonable time to the union organiser who will take the matter up with UMA. All efforts shall be made by UMA and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to UMA's association and the union secretary shall take the matter up with the employers association.
- iii) During the discussions, the status quo shall remain, and the work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- iv) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

**13. DURATION OF AGREEMENT:**

*26/4/01*  
This Agreement shall come into effect from the date approved by the NSW Industrial Relations Commission and shall cover the period of 1 June 2001 to 31 May 2003.

**14. OVERTIME**

Employees may be called upon to work a reasonable amount of overtime. However, it is recognised by the parties that where overtime is not being worked by employees UMA will need to meet the operational requirement by the use of casual/contract labour.

It is agreed that permanent employees shall be given preference in overtime to casual employees.

**15. CASUALS**

- i) UMA may utilise casual labour to cover absences, including:
  - \* RDO'S
  - \* Maternity Leave
  - \* Jury Duty
  - \* Compassionate Leave
  - \* Annual Leave
  - \* Paternity Leave
  - \* Sick Leave
  - \* Picnic Day
  - \* Workers Compensation
- ii) UMA may utilise an additional seven (7) casual employees before it is obliged to offer two (2) hours overtime on that day.
- iii) Commencing 1 June 2001, casuals employed by UMA shall be paid the appropriate award rate of pay. After six months of continual employment, a casual will move to level one (of this agreement) base salary plus normal casual loadings of 15% plus 1/12.
- iv) Any long term casuals (one year or more) will be offered the next full time permanent position that becomes available. After one year continuous employment as a casual, UMA agree to the supply of free stock under the same conditions as permanent employees.



16. SICK LEAVE:

Employees shall receive Sick leave in accordance with the award provided that the benefit is Seventy-six (76) hours per year (e.g. 8 x 9.5 hours). All other conditions shall be as per the award.

17. SUPERANNUATION

The current Employers Contribution Scheme shall prevail. If, during the life of this agreement, there are Legislated Preserved Superannuation increases, it shall be absorbed from the Employers Contribution Scheme (non-preserved).

18. MEETING ALLOWANCES:

Employees are entitled to at full pay:

- ❖ 2 hours for union meetings per annum
- ❖ 2 hours for Enterprise Bargaining meetings during the negotiation year.

19. OTHER AGREED POINTS:

- a) Fifteen (15) minutes early finish in lieu of Afternoon Tea Breaks.
- b) Free stock as per existing points system and DVD to be 2,000 points.
- c) A paid ten minute break between the cessation of ordinary time and the commencement of no less than two (2) hours overtime (this is included in the Overtime worked)
- d) Rostered day off overtime rate will continue to be offered at time-and-a-half.
- e) Forklift allowance is as per the Award.

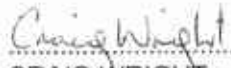
Signed and approved by -


UNIVERSAL MUSIC AUSTRALIA PTY LIMITED

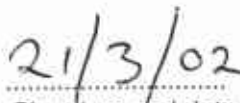
ENTERPRISE BARGAINING COMMITTEE

  
 DARRYL SULLIVAN -  
 Finance Director

  
 Signature and date.

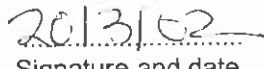
  
 CRAIG WRIGHT -  
 Signature and date.

  
 PAUL GREEN -  
 National Distribution Manager

  
 Signature and date

  
 ALASTAIR CROSS -  
 Signature and date.


  
 SANDY FRENCH -  
 Human Resources Manager

  
 Signature and date

  
 PAUL PERAKIS  
 Signature and date.

  
 TONY EDYVEAN  
 Signature and date.



  
 RON HERBERT -  
 Signature and date.

  
 DEREK BELAN -  
 NSW Branch Secretary  
 Signature and date.