

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/28

**TITLE:** Universal Music Australia Pty Limited Enterprise Agreement 2003

**I.R.C. NO:** IRC3/6561

**DATE APPROVED/COMMENCEMENT:** Approved 3 December 2003/Commenced 1 June 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/271

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all warehouse employees employed by Universal Music Australia Pty Limited, located at 107 Vanessa St, Kingsgrove NSW 2208, engaged in Grades 1-3; 4 (Leading hands) and 5 (Supervisors), who fall within the coverage of the Storemen and Packers (General) State Award.

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

# UNIVERSAL MUSIC AUSTRALIA ENTERPRISE AGREEMENT 2003

## 1. Title

This agreement shall be known as the Universal Music Australia Pty Limited Enterprise Agreement 2003.

## 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 107 Vanessa Street Kingsgrove NSW 2208. This agreement supersedes the 2001 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 2003, all employees to whom the Agreement applies will be paid the following rates:

Grade 1	\$643.03
Grade 2	\$654.62
Grade 3	\$710.07
Grade 4	\$756.58
Grade 5	\$794.82

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From the first full pay period commencing on or after 1 June 2004 to 31 May 2005, employees to whom the Agreement applies will be paid the following rates.

Grade 1	\$668.75
Grade 2	\$680.80
Grade 3	\$738.47
Grade 4	\$786.84
Grade 5	\$826.61

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.

#### 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 person's preferred start times.

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## **9. Redundancy**

The parties agree that the issue of a redundancy agreement be reserved for the life of this Agreement. In the event redundancies are required during the life of this Agreement the parties will consult about the redundancies and an appropriate retrenchment agreement.

## **10. Transmission of Business**

Where the business (or part of the business) covered by this Agreement is transmitted to another employer, the new employer becomes the successor, transmittee or assignee of the whole or part of the business concerned.

The new employer is bound by this Agreement to the extent that it relates to the whole or part of the business from the date of such transmission. The previous employer ceases to be bound by this Agreement to the extent that it relates to the whole or part of the business.

## **11. Payment of Wages:**

Employees covered by this Agreement will be paid weekly.

## **12. 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.

## **13. Union Recognition and Membership**

Consistent with the provisions of New South Wales Industrial Legislation, the company recognises and supports the right of employees covered by this agreement:

- (a) To join the Union; and
- (b) To exercise all rights pertaining to their membership.

The company will provide information regarding the union as part of the induction process for new employees. The company shall, upon authorisation, deduct the union membership fees as levied by the union in accordance with its rules from the pay of the employee. Such moneys will be forwarded to the union at the end of each accounting period with all the necessary information available to enable the reconciliation and crediting of the subscription to member accounts.

## **14. Training of Union Delegates**

The company commits to provide ongoing training of delegates. The company will make delegates available within reason to attend external trade union training without loss of pay provided reasonable written notice is given. The availability will extend to official delegate meetings will provide details of the course or meeting and duration. The employee may be, if required by the company to provide proof of attendance.

## **15. Union Picnic Day**

Union picnic day shall be regarded as holiday for employees for financial member of the union. Union picnic day will be on a day agreed between company and the union.

The union shall advise the company of financial member's of the union at the time of the union picnic day. Such advice must be given at least two weeks prior to the union picnic day.

The company may require employees who are not financial members of the union and who are not required by the company to work on union picnic day to take annual leave, time off in lieu of overtime, leave without pay or such other leave as approved by the company.

#### **16. 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.

#### **17. Duration of Agreement**

This Agreement shall come into effect from the date approved by the NSW Industrial Relations Commission and shall cover the period of 1 June 2003 to 31 May 2005.

#### **18. 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.

#### **19. Casuals**

- (i) The company shall require all labour hire providers to pay their employees who work at the company's site covered by this Agreement the Grade 1 site rate identified in Clause 7 of this Agreement.
- (ii) Casuals employed by UMA shall be paid the appropriate Grade 1 rate of pay, plus normal casual loadings of 15% plus 1/12.
- (iii) Where there is a permanent vacancy the Company will offer permanent employment to casual employees who have continuous service of greater than six (6) months.

#### **20. 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.

#### **21. 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).

**22. 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.

**23. 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 paid for the full day if a Forklift driver operates a Forklift for one hour or more.

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

\_\_\_\_\_  
PAUL PERAKIS

\_\_\_\_\_  
Signature and date.

\_\_\_\_\_  
SANDY FRENCH  
Human Resources Manager

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
TONY EDYVEAN

\_\_\_\_\_  
Signature and date.

\_\_\_\_\_  
STEVE CAIN

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
DEREK BELAN

\_\_\_\_\_  
Signature and date.  
NSW Branch Secretary

**MEMORANDUM OF UNDERSTANDING**

**UNIVERSAL MUSIC AUSTRALIA**

**- and -**

**NATIONAL UNION OF WORKERS OF AUSTRALIA NSW BRANCH**

The following parties:

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

have entered a new enterprise agreement known as the Universal Music Enterprise Agreement 2003.

Universal Music Australia Pty Limited has recently moved its warehouse and distribution operation into a new facility at 107 Vanessa Street Kingsgrove 2208 NSW. The new facility implements new technology for the efficient distribution and storage of Universal Music Australia's product. The new facility is currently engaged in a "bedding in" process in order to achieve optimal efficiency. This has led to difficulties in predicting short term labour levels.

The parties agree that due to this unpredictability that the provisions of Clause 19 shall not be enforced by the National Union of Workers NSW Branch until 1 January 2004.

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

\_\_\_\_\_  
SANDY FRENCH  
Human Resources Manager

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
PAUL PERAKIS

\_\_\_\_\_  
Signature and date.

\_\_\_\_\_  
TONY EDYVEAN

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
STEVE CAIN

\_\_\_\_\_  
Signature and date.

\_\_\_\_\_  
DEREK BELAN  
NSW Branch Secretary

\_\_\_\_\_  
Signature and date.