

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/257

TITLE: Universal Music Australia Pty Ltd Enterprise Agreement 1999

I.R.C. NO: 99/5155

DATE APPROVED/COMMENCEMENT: 11 October 1999 and commenced 1 June 1999

TERM: Expires 31 May 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to warehouse employees of the company situated at 122 McEvoy Street, Alexandria NSW 2015

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



1 July 1999

TO: THE ENTERPRISE BARGAINING COMMITTEE

RE: ENTERPRISE AGREEMENT 1999

This document is Heads of Agreement between Universal Music Australia Pty Ltd warehouse employees of 122 McEvoy Street, Alexandria, the National Union of Workers, NSW Branch and Universal Music Australia Pty Ltd and is entered into in good faith by the signatures here.

Any changes of rates and conditions of work because of this document are now implemented to apply as from 1 June 1999 pending the final document being ratified by the NSW Industrial Relations Commission.

It is agreed by the Parties as follows:

1. TITLE:

This agreement shall be known as The "Universal Music Australia Pty Ltd Enterprise Agreement 1999" 122 McEvoy Street, Alexandria NSW 2015.

2. PARTIES:

The parties to this Agreement are as follows:

- i) Universal Music Australia Pty Ltd
- ii) National Union of Workers, New South Wales Branch.
- iii) Employees of Universal Music Australia Pty Ltd. - Warehouse employees.

3. APPLICATION OF AGREEMENT:

This Agreement shall apply to Warehouse employees of Universal Music Australia Pty Ltd, situated at 122 McEvoy Street, Alexandria NSW 2015.

4. RELATION TO PARENT AWARD:

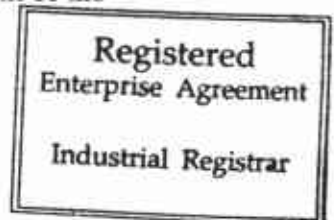
This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers (General) State Award provided that where there is any inconsistency or variation between the two this Agreement shall prevail to the extent of the inconsistency or variation.

5. NO DURESS:

This Agreement was not entered into by duress by either party.

6. DEFINITIONS:

- "The Company" is Universal Music Australia Pty Ltd.
- "Employees" are Warehouse Employees of Universal Music Australia Pty Ltd.
- "The Union" is the National Union of Workers (NSW Branch)
- "The Agreement" is Universal Music Australia Pty Ltd Enterprise Agreement 1999.
- "The Award" is the Storemen and Packers General (State) Award.



Handwritten signatures and dates:
 15/7
 15/7
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 19/7

UNIVERSAL MUSIC
 UNIVERSAL MUSIC AUSTRALIA PTY. LIMITED
 ACN 000 158 592

HEAD OFFICE: 3 Munn Reserve Millers Point NSW 2000. Tel: (02) 9207 0500 Fax: (02) 9207 0599
 NSW: 122A McEvoy Street Alexandria NSW 2015. Tel (02) 9207 8733 Fax: (02) 9318 1278
 VICTORIA: Level 4 Katherine Square 517-530 Flinders Lane Melbourne VIC 3000. Tel: (03) 9614 4131 Fax: (03) 9614 5103
 QUEENSLAND: Suite 2 Taringa Centre Cnr Moggill Road & Moorak Street Taringa QLD 4068. Tel: (07) 3870 3311 Fax: (07) 3870 9199
 SOUTH AUSTRALIA: Suite 3 54 Melbourne Street North Adelaide SA 5006. Tel: (08) 8361 8877 Fax: (08) 8361 8733
 WESTERN AUSTRALIA: Suite 27 25 Walters Drive Osborne Park Perth WA 6017. Tel: (08) 9446 8244 Fax: (08) 9446 7311
 NATIONAL TELESALES: Tel: 1300 368 700 Fax: 1300 367 329

7. RATE OF PAY:

From the first full pay period commencing on or after 5 July 1999, all employees to whom the Agreement applies will be paid the following rates:

Grade 1	\$555
Grade 2	\$565
Grade 3	\$612.85
Grade 4	\$653
Grade 5	\$686

From the first full pay period commencing on or after 1 June 2000 to 31 May 2001, employees to whom the Agreement applies will be paid the following rates.

Grade 1.	\$571.65
Grade 2.	\$581.95
Grade 3	\$631.25
Grade 4	\$672.60
Grade 5	\$706.60

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.

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

Green 15/7/9
NRH 15/7/9
J 15/7
MC 19/7
Ren 19/7



7. Rate of Pay: Grading System Continued:

- a) Staffing levels in grades 4 and 5 are at Managements discretion.
- b) 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 Consultative Committee 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, they are:

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:

Universal agree to continue discussions with the view to having a redundancy package completed by June 2000.

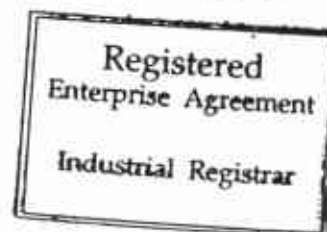
10. PAYMENT OF WAGES:

Employees covered by this Agreement will be paid weekly.

11. CONSULTATIVE COMMITTEE:

The Consultative Committee shall meet six 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.

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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 the Company 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 the Company. All efforts shall be made by the Company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the Company'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:

This Agreement shall remain in force for approximately 23 months, expiring on 31 May 2001.

14. CASUALS:

- i) Universal Music Aust. may utilise casual labour to cover absences, including:
 - * RDO's
 - * Sick Leave
 - * Annual Leave
 - * Jury Duty
 - * Workers Compensation
 - * Compassionate Leave
 - * Picnic Day
 - * Maternity Leave
 - * Paternity Leave
- ii) Universal Music Australia may utilise an additional five (5) casual employees before it is obliged to offer six (6) hours overtime to permanent employees; this overtime can be offered Monday through to Sunday.
- iii) When overtime is offered when an employee is absent for reasons stated in subpara 1, it will not be necessary to automatically offer that overtime upon return to work.
- iv) Permanent employees shall be given preference in overtime to casual employees.
- v) 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, Universal agree to the supply of free stock under the same conditions as permanent staff.

15. SICK LEAVE:

Seventy-six (76) hours per year.
(Example - 8 x 9.5 hours)



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16. 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).

17. MEETING ALLOWANCES:

Employees are entitled to at full pay:-

- * 2 hours for union meetings per annum
- * 2 hours for Enterprise Bargaining meetings per annum.




18. OTHER AGREED POINTS:

- a) Fifteen (15) minutes early finish in lieu of Afternoon Tea Breaks.
- b) Free stock as per existing points system.
- c) Casual Forklift allowance payable at \$4.90 per day.
- d) 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)
- e) A new permanent store person will be paid at the grade 1 level and stay on the grade 1 level for a maximum of six (6) months. After the six month period elapses the store person will move into grade 2 level.
- f) Rostered day off overtime rate will continue to be offered at time-and-a-half.

Signed and approved by -

UNIVERSAL MUSIC AUSTRALIA PTY LTD

ENTERPRISE BARGAINING COMMITTEE



 DARRYL SULLIVAN -

15/7/99

 Signature and date.



 MICHAEL ROBERTS -

15/7/99

 Signature and date.



 PAUL GREEN -

15/7/99

 Signature and date



 ALASTAIR CROSS -

19/7/99

 Signature and date.



 MICK COSTIGAN -

19-7-99

 Signature and date.



 RON HERBERT -

9/7/99

 Signature and date.



 FRANK BELAN -
 NSW Branch Secretary

9/7/99

 Signature and date.