

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/325

**TITLE: Universal Music Australia Pty Limited Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/5228

**DATE APPROVED/COMMENCEMENT:** 31 October 2005 / 1 September 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/28.

**GAZETTAL REFERENCE:** 23 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Universal Music Australia Pty Limited, located at 107 and 133 Vanessa Street, Kingsgrove NSW 2208, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Universal Music Australia Pty Ltd -&- The Australian Industry Group New South Wales Branch



## UNIVERSAL MUSIC AUSTRALIA ENTERPRISE AGREEMENT 2005

**1. TITLE:**

This agreement shall be known as the Universal Music Australia Pty Limited Enterprise Agreement 2005.

**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 and 133 Vanessa Street Kingsgrove NSW 2208. This agreement supersedes the 2003 Universal Music Enterprise Agreement.

**4. RELATIONSHIP TO PARENT AWARD:**

For the life of this agreement, the terms of this agreement shall be read in conjunction with the terms of the Storemen and Packers - General (State) Award as attached at Appendix 1.

**5. DURATION OF AGREEMENT:**

The period of the agreement shall be from 1 September 2005 until 31 August 2007.

No extra claims are to be made for the duration of this agreement.

Negotiations for the next Enterprise Agreement will begin on 1<sup>st</sup> June 2007

**6. NO DURESS:**

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

**7. 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 2005.
- "award" is the Storemen and Packers General (State) Award.

**8. RATE OF PAY**

From the first full pay period commencing on or after 1 September 2005 to 31 August 2006, all employees to whom the Agreement applies will be paid the following rates:

Grade 1	\$695.50
Grade 2	\$708.03
Grade 3	\$768.00
Grade 4	\$818.31
Grade 5	\$859.67

From the first full pay period commencing on or after 1 September 2006 to 31 August 2007, employees to whom the Agreement applies will be paid the following rates.

Grade 1	\$723.32
Grade 2	\$736.35
Grade 3	\$798.72
Grade 4	\$851.04
Grade 5	\$894.06

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 SYSTEMS

**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, stock replenishment, credit sorting, lifting / moving cartons of up to 16kg and pallet jack operation.

**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.

## 9. 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.

## 10. 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.

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**11. 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.

**12. PAYMENT OF WAGES:**

Employees covered by this Agreement will be paid weekly.

**13. 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.

**14. 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.

**15. 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.

**16. UNION PICNIC DAY**

Union picnic day shall be regarded as a holiday for employees who are 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.

**17. 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.

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## 18. COUNSELLING/DISCIPLINARY PROCEDURES

Where there is a concern with an employee's behaviour, attitude, attendance, conduct or performance, the Company will attempt to have the issue(s) rapidly and effectively resolved. The procedure for employee discipline and counselling shall be in accordance with the following process:

### 18.1 Verbal Counselling

In instances where an issue arises in relation to an employee's behaviour, attitude, attendance, conduct or performance, and the Company determines that the issue is not serious enough to warrant a written warning, the employee shall be verbally counselled in an attempt to resolve the problem.

The verbal counselling shall ensure that:

- the employer's concerns are identified clearly;
- the employee is provided with an opportunity to respond to the issues raised; and
- that an agreed outcome/action plan is determined to resolve the identified issue(s)

In determining whether it is appropriate for an employee to receive a verbal counselling, as opposed to a written warning, the Company shall have regard to such matters as:

- The nature of the incident or issue of concern
- The prior disciplinary record of the employee

A written record of the counselling session and the agreed process for resolution shall be kept on the employee's personal file.

### 18.2 First Warning

Should the employer determine that an employee's behaviour, attitude, attendance, conduct or performance is sufficiently serious to justify formal disciplinary action, or should the employee already have received a verbal counselling, the employer may issue the employee with a first written warning.

Prior to the employer's decision to issue a written warning the employer will conduct a disciplinary interview with the employee. The purpose of the disciplinary interview is to provide the employer with an opportunity to outline the areas of concern or issues relating to the employee; and allow the employee an opportunity to respond to the issues raised.

The employee will be allowed to have a witness/Union representative present at the disciplinary interview should they so require.

Following the disciplinary interview the employer will consider any response provided by the employee in regards to the matters discussed and determine whether it is appropriate to issue the employee with a written warning.

The employer will then hold a second meeting with the employee, and the employee shall be advised of the form of disciplinary action that the employer intends to adopt.

Should the employer determine that a written warning is appropriate the written warning will detail:

- The nature of the offence that gave rise to the written warning;
- The type of corrective action that is required for the employee to undertake;
- The period of time determined for review of the employee's conduct or performance (if required) and
- What will occur should the employee not correct their performance, attitude, conduct etc

The employee will be allowed to have a witness/Union representative present at this stage of the process should they so require.

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18.3 **Second Warning**

Should the employer determine that an employee's behaviour, attitude, attendance, conduct or performance is sufficiently serious so that a first warning is inappropriate, or should the employee already have received a first written warning and the conduct complained of has not been addressed, the employer may issue the employee with a second written warning.

The steps outlined in sub clause 1.2 will be adopted in the processing of the disciplinary procedure.

18.4 **Final Warning**

A final warning may be issued in circumstances where the employee has already received a written warning(s) in respect of their behaviour, attitude, attendance, conduct or performance and the Company determines that the employee has not corrected such conduct, or in circumstances where the Company determines that the conduct or behaviour of the employee is so serious that it justifies moving immediately to the final warning stage. Examples of such conduct may include:

The employee engaging in conduct that threatened the health and safety of other employees or themselves; Bullying; Harassment; and Conduct that jeopardised the reputation and good standing of the business.

In such circumstances the procedures outlined in clause 17.2 above shall be adopted.

18.5 **Dismissal**

If a further incident occurs involving an employee on a final written warning he/she will be required to attend a meeting with the Company Manager and show cause why they should not be dismissed.

The employee will be allowed to have a witness/Union representative present at this stage of the process should they so require.

18.6 **Time of Activity for Warnings**

Any warning that an employee receives in accordance with this process shall remain active on the employee's file for a period of 12 months from the date of the warning.

After the 12 months has expired the warning cannot be relied upon by the Company as a previous warning for the purpose of the disciplinary procedure.

18.7 **Summary Dismissal**

An employee who engages in serious misconduct (as defined by the *Workplace Relations Act 1996*), dereliction of duty, unlawful conduct or refuses to obey a lawful work directive, will be stood down whilst the Company investigates the alleged incident.

Following such an investigation the employee will then be required to attend a meeting with the Company and shall be advised of the results of the investigation. If the results of the investigation demonstrate that the alleged incident occurred the employee will be requested to show cause why they should not be summarily dismissed.

The employee will be allowed to have a witness/Union representative present at this stage of the process should they so require.

19. **CHOICE OF SUPERANNUATION**

"Employees shall have their superannuation contributions paid into either:

- a) *L.U.C.R.F (the Labour Union Co-operative Retirement Fund) or*
- b) *William Mercer Superannuation Fund*

*and not otherwise*

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**20. OVERTIME**

The parties acknowledge the necessity for the Company to be able to service its customer requirements in a timely and efficient manner. As such, it is agreed between the parties that a reasonable amount of overtime is taken to be an acceptance rate of 33% for each employee over a period of one (1) month.

In a given month, should an employee have any personal circumstances which they believe may affect their ability to reach this target; they must advise their supervisor at the earliest available opportunity of these personal circumstances. The Company will take these circumstances into consideration in the rostering of overtime; however, such personal circumstances shall not be an automatic excuse for the refusal of all overtime.

Should an employee not achieve an acceptance rate of at least 33% in a given month, the Company reserves its rights to commence disciplinary action against the employee.

**21. CASUALS, LABOUR HIRE AND TRANSITION TO PERMANENTS**

- 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 8 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

On or after the next pay period from 1 September 2005, the Company shall convert selected casuals into permanent store persons, start level will be Grade 3. This conversion shall be made up of Universal casuals and casual employees engaged by the Company's labour hire provider ESP.

For the duration of this agreement, the company will maintain a level of thirty eight (38) Permanent storepersons. Universal management will within 2 weeks of a vacancy becoming available offer a casual storeperson a permanent fulltime position.

The selection of casual employees to be converted to permanent status shall be at the discretion of management based on operational needs, skills assessment and length of service.

**22. 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.

**23. SUPPLY OF SAFETY VESTS**

Within 4 weeks of approval of this agreement by the Industrial Relations Commission of New South Wales, the Company shall supply to its permanent staff three (3) safety vests. On the first of October each year thereafter a further two (2) safety vests will be provided to permanent employees.

The employees acknowledge that once provided with the safety vests, they are each employee's responsibility. Employees will not be allowed to commence work should they attend for work without their vest. Any time lost by an employee as a result of attending work without their safety vest and then being required to return home to obtain it, or any other instance that results in lost time as a result of an employee not having their safety vest, shall not be paid. Should an employee lose their safety vest, it will be their responsibility to replace the vest.

Should an employee be guilty of any of the instances referred to above it may lead to disciplinary action being taken against the employee in accordance with the procedure established in Clause 16.

**24. 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.



**25. 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.
- f. The Company shall commit to maintaining and reviewing its policies in relation to all aspects of occupational health and safety including dealing with heat at work. The Company shall ensure that all employees are aware of its policy in relation to working in hot conditions.
- g. During the life of this agreement, the Company in conjunction with the Consultative Committee and elected employee representatives will discuss and attempt to establish appropriate and relevant key performance indicators (KPI's) to assist in measuring staff performance. It is the intention of the parties that these discussions will result in a KPI system being available to be implemented in future enterprise agreements for the mutual benefit of employees and the Company.

**26. FOCUS ON PRODUCTIVITY:**

***Purpose of Agreement***

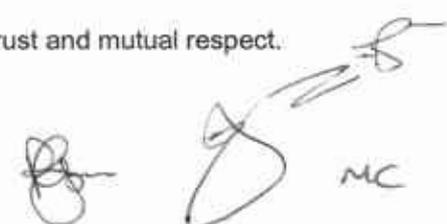
**26.1 Goals**

This Agreement will support the establishment of an environment where all team members work together to achieve the business goals of Universal Music Australia Pty Ltd, thereby securing positive outcomes for the business, its team members and its customers.

*These goals are:*

People	Attract, develop and maintain a diverse team of motivated and talented individuals working in a team environment that fosters high involvement, innovation, respect and the chance to achieve full potential.
Growth & Profitability	Achieve business growth and profitability, which maximises stakeholder value and generates benefits to employees.
Market Orientation	Provide customer service levels which are the best in the industry.
Resource Utilisation	Create value through effective use of all resources and facilities.
Corporate Responsibility	Demonstrate by our actions a commitment to the health and safety of our team and our customers. Contribute to protection of the environment and the communities, in which we live and work.
Process Improvement	Constantly review and improve the way we do things.

- a) The parties are committed to the following principles as a means of achieving these goals:
- b) Effective communication, consultation and participation in workplace problem solving.
- c) Providing excellent service to both external and internal customers.
- d) Achieving continuous improvement of processes, systems and procedures.
- e) Full co-operative participation in effective performance
- f) Training and multi-skilling.
- g) Innovative, effective and open workplace relations built on flexibility, trust and mutual respect.
- h) Safe, healthy and environmentally conscious practices.



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- i) Acting ethically, responsibly and co-operatively with one another, our customers and business associates.
- j) Developing an achievement oriented work environment.

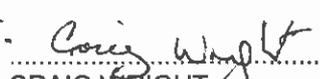
Signed and approved by -

**UNIVERSAL MUSIC AUSTRALIA PTY LIMITED**

**ENTERPRISE BARGAINING COMMITTEE**

  
 DARRYL SULLIVAN -  
 Finance Director

8 September 2005  
 Signature and date.

  
 CRAIG WRIGHT

09.09.05  
 Signature and date.

  
 PAUL GREEN -  
 National Distribution Manager

9/9/05  
 Signature and date.

  
 ALASTAIR CROSS

9/9/05  
 Signature and date.

  
 MICHAEL COSTIGAN

9/9/05  
 Signature and date.

  
 PAUL VINCENT

12.9.05  
 Signature and date.

  
 AMANDA PERKINS

9/9/05  
 Signature and date.

  
 DERRICK BELAN  
 NSW Branch Secretary

29/9/05  
 Signature and date.