

REGISTER OF
ENTERPRISE AGREEMENTS

Registered
Enterprise Agreement

Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/10

TITLE: PolyGram Pty Ltd Enterprise Agreement 1997

I.R.C. NO: 97/6458

DATE APPROVED/COMMENCEMENT: 2 December 1997 and commenced 1 June 1997

TERM: Expires 31 May 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

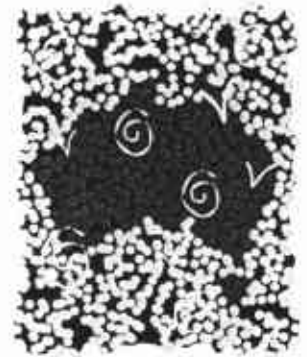
NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Warehouse Employees at 122 McEvoy Street, Alexandria 2015

PARTIES: Polygram Pty Ltd -&- National Union of Workers, New South Wales Branch

22ND July, 1997.



To: **THE ENTERPRISE BARGAINING COMMITTEE.**

Re: **ENTERPRISE AGREEMENT 1997.**

PolyGram

A U S T R A L I A

PolyGram Pty. Limited
A.C.N. 000 158 592

This document is Heads of Agreement between PolyGram Pty.Ltd employees of 122 McEvoy Street, Alexandria, the National Union of Workers, NSW Branch and PolyGram 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 1997 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 'PolyGram Pty Ltd Enterprise Agreement 1997'
122 McEvoy Street, Alexandria NSW 2015.

2. PARTIES:

The parties to this Agreement are as follows:

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

3. APPLICATION OF AGREEMENT:

This Agreement shall apply to Warehouse employees of PolyGram 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 PolyGram Pty.Ltd.

"Employees" are Warehouse Employees of PolyGram Pty.Ltd..

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A 3/7

RP 3/7

M/C 3/7
Michael Hub. 3/7



"The Union" is the National Union of Workers (NSW Branch)
 "The Agreement" is PolyGram Enterprise Agreement 1997.
 "The Award" is the Storemen and Packers General (State) Award.

7. RATES OF PAYS:

From the first full pay period commencing on or after 1 June 1997, all employees to whom the Agreement applies will be paid the following rates:

Grade 1	\$519.00 *See other agreed points - clause 20 e.
Grade 2	\$575.00
Grade 3	\$614.00
Grade 4	\$646.00

From the first full pay period commencing on or after 1 June 1998, employees to whom the Agreement applies will be paid the following rates.

Grade 1	\$539.00 * See other agreed points - clause 20 e.
Grade 2	\$595.00
Grade 3	\$634.00
Grade 4	\$666.00

Management in consultation with the Consultative Committee may determine to add further grades.

A single payment of \$200.00 will be paid to each employee, in lieu of retrospectivity, prior to June 1997, plus, any unused flexi days from 1997 can be taken at management discretion prior to 1 October 1997.

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.

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, 6.30 a.m. to 6.00 p.m.
- b. Employees covered by this agreement will be rostered off one day per ordinary working week (Monday to Friday) - As per example.

GROUP	MONDAY	TUESDAY	WEDNES	THURS	FRIDAY
ONE	X	1	2	3	4
TWO	1	X	2	3	4
THREE	1	2	X	3	4
FOUR	1	2	3	X	4
FIVE	1	2	3	4	X

J. 31/7
AL 31/7
[Signature] 31/7
MC 31-7
Michael Robb 31/7

(X = day off: Numbers = days worked)
Starting time - 06.45. Finishing time - 4.30p.m.



Employees will work 9.5 hours per day on a rotational basis. This will operate for a six (6) month trial period, after which a mutual decision to either accept or reject the said hours will apply. If rejected by both parties, the hours of work only will revert to the following model, which is one RDO every 11th day on a rotating basis or 24 RDO's per year (e.g. if the first RDO is Tuesday 08/07/1997 then the second RDO is Wednesday 23/07/1997 and so on. The extra RDO's system used in the previous agreement 1 March 1995 to 28 February 1997 will be replaced with less working hours to absorb the additional accrued time, all other conditions will remain as per our new agreement.

9. TEA MONEY:

An employee who works overtime for more than one hour on any day or shift after the fixed ceasing time shall be paid in the next pay period the award rate for tea money (currently \$6.80 dated 07/07/1997) unless notified on the previous day of the intention to work such overtime. Should an employee be notified and agree to the intention to work overtime and then not be called upon to do so, he/she shall be paid the tea monies in the next pay period.

10. REDUNDANCY:

A minimum of four (4) months notice shall be given in the event of redundancies, during which time an agreed redundancy package will be negotiated.

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. 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.

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MS 31-7

Michael Tub 31/7



14. DURATION OF AGREEMENT:

This Agreement shall remain in force for 24 months effectively expiring on 31 May 1999.

15. REVIEW OF AGREEMENT:

The parties agree to commence discussions designed to achieve a replacement agreement from 1 March 1999.

16. CASUALS:

- i) PolyGram may utilise casual employees to cover absences, including
 - RDO's
 - Sick Leave
 - Annual Leave
 - Jury Duty
 - Compassionate Leave
 - Picnic Day
 - Maternity Leave
 - Paternity Leave
 - Workers Compensation

- ii) PolyGram 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 current casual made permanent shall commence at Grade 2.

17. SICK LEAVE:

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

18. 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).

19. MEETING ALLOWANCES:

Employees are entitled to at full pay:-

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

20. OTHER AGREED POINTS:

- a. Fifteen (15) minutes early finish in lieu of Afternoon Tea Breaks.

Handwritten signatures and dates:
J.S. 31/7
AC 31/7
AC 31/7
AC 31/7
Michael Rohb. 31




- b. Free stock as per existing points system.
- c. Casual Forklift allowance payable at \$4.00 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.


Signed and approved by -


POLYGRAM PTY. LTD.


ENTERPRISE BARGAINING COMMITTEE

: 31/7/97
FRANK STAEBE - Signature and date.

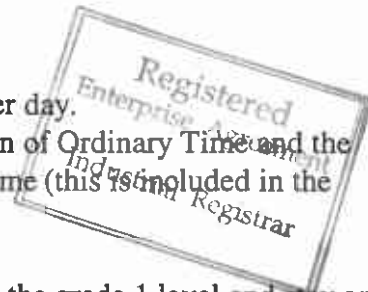
: 31/7
MICHAEL ROBERTS - Signature and date.

: 31/7/97
PAUL GREEN - Signature and date.

: 31-7-97
ALASTAIR CROSS - Signature and date.

: 31-7-97
MICK COSTIGAN - Signature and date.

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Signed and approved by -

POLYGRAM PTY. LTD.

ENTERPRISE BARGAINING COMMITTEE

Belon 4.8.97

 FRANK ~~SMITH~~ - Signature and date.
BELAN OAM
 STATE SECRETARY
 NEW NSW BRANCH

.....
 MICHAEL ROBERTS - Signature and date.

.....
 PAUL GREEN - Signature and date

.....
 ALASTAIR CROSS - Signature and date.

.....
 MICK COSTIGAN - Signature and date.