

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/152

TITLE: Sharp Corporation of Australia Pty Limited Warehouse Employees Enterprise Agreement 1999

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 10 June 1999

TERM: 21 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

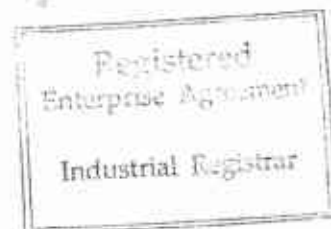
DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees covered by the Storemen and Packers General (State) Award, and located at Huntingwood NSW, 2148

PARTIES: Sharp Corporation of Australia Limited -&- National Union of Workers, New South Wales Branch





SHARP CORPORATION OF AUSTRALIA PTY LIMITED WAREHOUSE EMPLOYEES ENTERPRISE AGREEMENT 1999

1. TITLE

This Agreement shall be known as the Sharp Corporation of Australia Pty Limited Warehouse Employees Enterprise Agreement 1999.

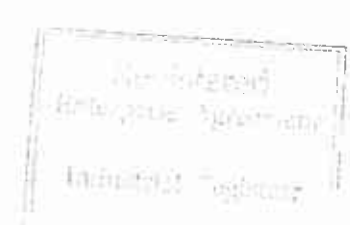
2. ARRANGEMENT

The Agreement is arranged as follows:

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Retrenchment Policy

Appendix A



3. APPLICATION

This Agreement shall apply to Sharp Corporation of Australia Pty Limited at 1 Huntingwood Drive, Huntingwood NSW, 2148 to all employees who are bound by the terms of the Storemen & Packers General (State) Award.

4. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- a) Sharp Corporation of Australia Pty Limited, 1 Huntingwood Drive, Huntingwood, NSW, 2148.
- b) All weekly employees of Sharp Corporation of Australia Pty Limited whose terms and conditions of employment are regulated by the Storemen & Packers General (State) Award whether members of the organisation of employees listed in subclause (c) hereof or not.
- c) The organisations that represent the employees defined in (b), namely:
 - i) National Union of Workers, NSW Branch

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the 1st April, 1999 and shall expire 31st March, 2001.

6. RELATIONSHIP TO PARENT AWARD

- a) This Agreement shall be read and interpreted wholly in conjunction with the Storemen & Packers General (State) Award, as varied during the life of this agreement, provided that where there is any inconsistency between this Agreement and the abovementioned awards, this Agreement, shall take precedence to the extent of the inconsistency. The terms of the above mentioned Awards shall be incorporated into the terms of this Agreement.
- b) The parties are committed to the parent award stated above continuing to cover the basic standard of employment at Sharp Corporation of Australia Pty Limited.
- c) The company is committed to the observance of previous award and site practices in relation to the role of union delegates, the right of entry of union officials and the established consultative procedures including but not limited to introduction of change and consultative discussions on redundancies.
- e) A weekly employee commencing employment with Sharp Corporation of Australia Pty Limited after the date on which this agreement comes into

operation, and whose terms and conditions of employment are regulated by the parent award listed above, shall be employed in accordance with the terms of this agreement.

7. RELATIONSHIP TO OTHER AGREEMENTS

This agreement shall prevail over Sharp Corporation of Australia Pty Limited Enterprise Agreement 1997 and all other previous enterprise agreements between the parties.

8. HOURS OF WORK

The ordinary hours of work shall be worked continuously, (except for meal breaks), at the discretion of the employer between 6.00am and 6.00pm. The spread of hours (ie 6.00am to 6.00pm) may be altered by up to 1 hour at either end of the spread, by agreement between the employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee where the majority of the employees are not affected.

a) Rest (crib) breaks

There is no longer a requirement for an employee to be provided with a 20 minute rest break before starting overtime, where the overtime is worked immediately after the completion of ordinary work on a day or shift.

b) Overtime

Monday to Saturday, any overtime worked will be paid at the rate of time and one half for the first two hours and double time thereafter. Overtime on a Sunday will be paid at the rate of double time and one half. A meal allowance will be payable Monday to Friday after one hours overtime worked if notice is not given the previous day or earlier of the requirement to work additional time.

At peak times, including month end and end of fiscal, all staff are expected to work additional time as required.

c) RDO's

RDO's may be banked to a maximum of five during the Company's busiest times to be taken at off peak times, after agreement between the manager and the employees concerned.

9. LABOUR FLEXIBILITY & EFFICIENCY

a) Labour Flexibility

The company may direct an employee to perform such duties as are within the limits of the employee's skills, competence and training. There are to be no artificial barriers to employees performing all the functions required of the employee's classification or position within the warehouse store

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area. In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or tasks are maintained.

Employees shall perform a wide range of functions and duties including work which is incidental or peripheral to their main tasks or functions within their department/warehouse stores area.

b) Utilisation of Skills

Employees shall carry out such duties as may be directed by the employer from time to time subject to the limits of their skills, competence and training. Any employee must at any time carry out such duties and use such tools and equipment as may be directed by the employer provided that the employee has been properly trained in the use of such tools and equipment.

c) Labour Efficiency

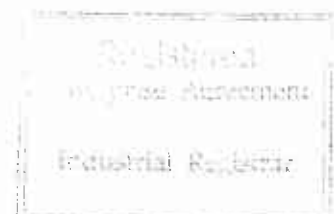
A continual review of job design and job specifications will occur in conjunction with the employees to determine more effective ways of carrying out the work, design more efficient systems which simplify procedures and eliminate unnecessary processes. Consultation with employees will be carried out as referenced in Clause 10 b) herein.

d) Higher Duties

In the event that the classification varies for personnel performing work as described in subclauses a) and b) above, and where they work less than two hours during one day on duties carrying a higher rate than their normal classification, they will be paid the higher rate for the time so worked. Where more than two hours is spent on duties carrying a higher rate than their normal classification they will be paid for the day at the higher rate of pay.

e) Manpower Levels

Given that the workload remains consistent, the current permanent headcount in the warehousing area will be retained. Factors that may affect the manning levels may include but not be limited to fluctuations in volume of business, provision of additional or alternative equipment, a warehouse management system, procedural changes, etc. Where changes are required to the permanent headcount in the warehouse area, these will be discussed between the parties concerned as per clause 10 b) of this agreement.



10. CONTINUOUS IMPROVEMENT & KPI'S

a) **Continuous Improvement**
Management and its employees covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement.

b) **Consultation**
The employer will consult with any employees subject to this agreement, who are effected by changes which occur during the life of this agreement. Such consultation shall occur through discussion with the employee's directly affected, consultative committee members, union delegates and/or union organiser of the relevant union.

c) **Warehouse KPI's**

Finished Goods:	1.	<u>Total Consignments</u> Hours Worked.
	2.	Volume of incorrect or mis-picked stock
	3.	<u>Overtime hours</u> Total hours worked X 100
	4.	Time taken to process and dispatch orders
	5.	Volume (kg of dead weight) processed per mth
Spare Parts:	1.	Avg consignments per day
	2.	Dispatch performance ie No of days to dispatch

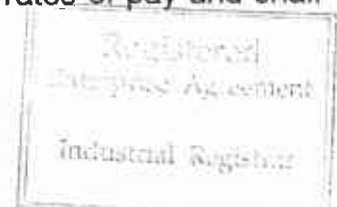
11. WAGES

a) Wages will be increased as follows for the employees subject to this agreement:-

i) 4.0% shall be payable from the beginning of the first full pay period to commence on or after 1st April 1999.

ii) 5.0% shall be payable from the beginning of the first full pay period to commence on or after 1st April 2000.

b) The wage increases specified in subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall



constitute part of the all purpose rate of pay in respect of employees subject to this Agreement.

- c) The wage increases referred to in subclause (a) of this Clause shall not be absorbed into any overaward payment.
- d) There shall be no further wage increases for the life of the Agreement except those applicable due to a reclassification of an employee due to transfer/promotion or otherwise to a different position or a regrading within the classification structure specific to Sharp Corporation of Australia.
- e) Casual employees whether employed by the company or through an employment agency shall be paid the appropriate site base rate plus the agreed over-award payment. Casual loadings and annual leave allowances as per the parent award described in clause 6a) herein are calculated on these amounts.

12. PAYMENT OF MEAL ALLOWANCE

Meal allowance payable in accordance with the requirements of the parent award shall be deposited with weekly wages into the employees' nominated account by EFT.

13. RETRENCHMENT POLICY

The parties shall observe the Sharp Corporation's Retrenchment Policy as set out in Appendix A of this agreement

14. HEALTH & SAFETY

The Company is committed to ensuring the safety of its employees in the workplace through a consultative approach. The on site safety committee will have an ongoing role in ensuring the maximum opportunity for effective consultation between employees and management on health and safety matters exists. The Company will continue to implement the provisions of its Rehabilitation Policy to enable employees to return to meaningful work in line with their capabilities as soon as possible following a work related accident or injury.

15. LEAVE

a) Sick Leave

All employees will be entitled to 5 days sick leave in their first year of permanent employment and 10 days sick leave per subsequent year, subject to the conditions outlined herein. Any sick leave unused for personal illness or carers leave will accumulate year to year.

Any employee who has taken sick leave, must fill out an application for leave form and have it authorised by his/her department manager.

A doctor's certificate must accompany all applications for sick leave, however 4 single day absences without a doctor's certificate will be allowed during the year, unless otherwise authorised by the Personnel Manager and your manager, based on the circumstances.

Once authorised, Sick Leave applications should be sent to the Pay Office immediately for processing.

Sick Leave may be taken as part days.

b) Carer's Leave

Employees shall be entitled to use up to 10 days per annum of their sick leave entitlement to provide care and support for members of their immediate family / household who are ill, based on the following conditions:

- i) the employee must have responsibility for the care of the person concerned.
- ii) the person concerned must be either:
a member of the employee's immediate family, or
a member of the employees household.
- iii) the employee must establish by production of a medical certificate, that the person concerned was ill and required care by another; unless otherwise authorised by the Personnel Manager and the Department Manager, based on the circumstances.

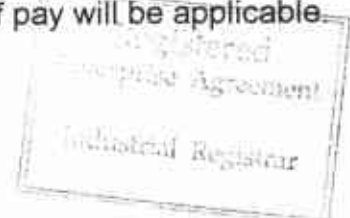
Carer's Leave may be taken as part days.

Any employee wishing to apply for carer's leave, must fill out an application for leave form and have it authorised by his/her Department Manager, prior to sending to the Pay Office for processing.

c) Bereavement Leave

Employees are entitled to 2 days of bereavement leave each occasion in the event of the death in Australia of a member of the employee's immediate family (i.e. mother, father, husband, wife, partner, brother, sister, child, step-child, parent's-in-law, grandparents). Unused bereavement leave does not accumulate from year to year.

Employees shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where the employee travels outside Australia to attend the funeral. Where the employee does not travel outside Australia to attend the funeral, one day's bereavement leave without loss of pay will be applicable.



Employees wishing to apply for bereavement leave must fill out an application for leave form and have it authorised by his/her Department Manager before sending it to the Pay Office for processing. Supporting material (e.g. newspaper death notice, statutory declaration) may be required in some circumstances.

d) Annual leave

Employees will be entitled to four weeks annual leave for every 12 months continuous service. Annual leave may be taken as single days and may be taken pro rata with the agreement of the Department Manager. Entitlement to Annual Leave Loading is as per the parent award as described in 6 a).

e) LSL

Entitlement to Long Service Leave is as per state Legislation where not provided for in the parent award as described in 6 a).

All employees covered by this Agreement shall be entitled to receive pro rata long service leave on termination of employment after 5 years service in the following circumstances:

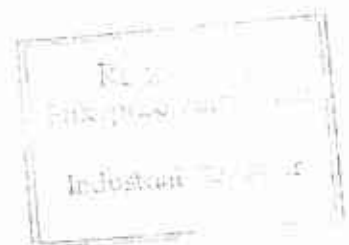
- i) Where employment is terminated by the Company for any cause other than serious and wilful misconduct, or
- ii) By the employee on account of illness, incapacity or domestic or any other pressing necessity where such illness, incapacity or necessity is of such nature as to justify such termination, or
- iii) By the death of the employee.

f) Trade Union Training Leave

The company agrees to provide union delegates with a reasonable amount of time off without loss of wages for the purpose of trade union training leave conducted or approved by Trade Union Training Australia Inc or one of the unions. Details of the course including a course outline will be required before attendance and proof of attendance will be required before lost time will be paid for. As much notice as possible should be afforded the company to enable the employee's absence to be appropriately covered.

16. UNION MEETINGS

Two union delegates will not lose pay (normal rates of pay) for attendance at union delegate or national union meetings on the proviso that all other union members attend for normal duties. The union delegates will be provided with time during working hours to update members on the proceeds of the meeting.



17. NO EXTRA CLAIMS

Except as may be provided for in Clause 11 of this Agreement, the parties agree to a no extra claims commitment during the life of this Agreement.

18. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any other plant or enterprise.

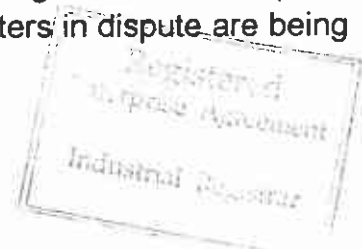
19. NATIONAL STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

20. GRIEVANCE PROCEDURES

The parties to this Agreement shall observe the following procedure to resolve any grievance, dispute or matter which could give rise to a dispute:

- a) Any dispute arising out of employment shall be referred by the Union Delegate or an individual employee to the employee's immediate supervisor/manager. The grievance should be explained and the resolution that is sought.
- b) If the matter is not resolved within a reasonable time, the matter should be referred to the Personnel Manager who may seek the involvement of any other manager.
- c) Failing settlement at this level, the Union Delegate shall refer the dispute within 24 hours 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 Union Secretary and the Company shall refer the dispute to its Employer Organisation.
- d) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- e) At any time either party shall have the right to notify the dispute to the Industrial Registrar.
- f) Without prejudice to either party and except where a bona fide safety issue is involved, in the event of an issue likely to give rise to a dispute, the pre dispute condition shall continue while matters in dispute are being negotiated in good faith.



21. REVIEW OF AGREEMENT

The objectives set out in this Agreement shall be subject to continuous monitoring and review meetings held to ensure that expected performance improvements are being achieved.

In the event that performance fails to match expectations or subsequently deteriorates the following steps will be taken:

- a) The consultative committee will investigate the potential causes for shortfall in performance. If necessary appropriate subcommittees will be appointed to advise in this regard
- b) Where causes are determined, then a plan for corrective action will be developed and implemented in order to regain the appropriate performance

22. RENEWAL OF AGREEMENT

The parties shall continuously monitor the application of this agreement to ensure the effective implementation of the matters raised by it.

Discussions will take place in January 2001, prior to the expiry of this agreement to formally review its performance and to negotiate a further agreement.

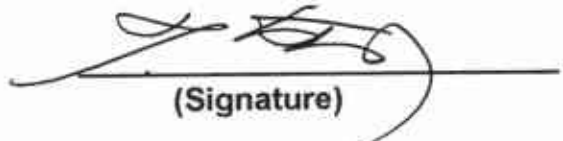
National Union of Workers, NSW Branch



(Signature)

DATED THIS 28TH DAY OF APRIL 1999

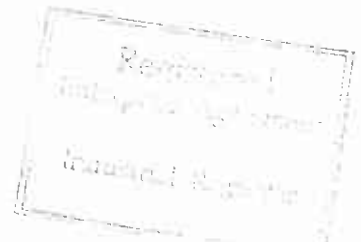
Sharp Corporation of Australia Pty Ltd



(Signature)

DATED THIS 29th DAY OF APRIL 1999

**Sharp Corporation of Australia Pty Ltd
Warehouse Employees Enterprise Agreement 1999**



APPENDIX A

POLICY

Subject:	Retrenchment Policy	Index:	8287
Distribution:	Management	Pages:	4
		Effective:	01/04/95

1. INTRODUCTION & SCOPE

This Retrenchment Agreement will apply to all employees who are redundant due to work not being available.

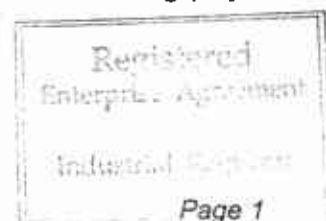
2. DEFINITION

- a) Redundancy means a situation whereby employees have, or will become surplus to the labour requirements of the Company;
- b) The requirements of the business for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish;
- c) Retrenchment means the termination of any employee who is subject to (a) Redundancy;
- d) Employee means a person who is employed on a permanent full time or permanent part-time basis by the Company and specifically excludes those employed on a casual or fixed term basis.

3. NOTICE

The period of notice required is as follows:

- A. Four week's notice and one additional week's notice to be given to employees aged 45 years and over
- B i) payment in lieu of notice shall be made if the appropriate notice period is not given, provided that employment may be terminated by giving part of the period of notice specified and making payment in lieu of the balance of the period;



- ii) payment, in lieu of notice, will be calculated based on the wages an employee would have received for ordinary time during the period of notice had his/her employment not been terminated.
- iii) where the Company has provided an employee with financial assistance towards further education, upon retrenchment, no reimbursement will be sought;
- iii) the period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty. Nor shall it apply in the case of apprentices or employees engaged for a specific period of time or for a specific task or tasks.

4. VOLUNTARY LEAVING DURING PERIOD OF NOTICE

An employee who has found alternative employment, will be allowed to leave during the period of notice and retrenchment payment will be paid as if they had remained with the Company until the expiry of such notice. This clause does not apply to employees who have accepted voluntary retrenchment packages.

5. TIME OFF

During the period of notice of termination by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If an employee requires additional leave for the purpose of attending interviews, this may be granted at the discretion of the Company.

This clause only applies to employees who have been selected by the Company to be retrenched and does not cover those who accept a voluntary retrenchment package.

6. ANNUAL LEAVE LOADING

The Company will pay to retrenched employees, annual leave loading on accrued annual leave, including pro rata on annual leave.

7. ACCUMULATED SICK LEAVE

The Company will pay unclaimed accrued sick leave to retrenched employees.

8. SENIORITY

- a) Retrenchment will be on the basis of least service since date last employed with the Company within each section and classification. This decision will take into consideration the length of service of the employee and any recent changes of classification.

The Company however, may modify the application of this clause to retain the skills and expertise necessary to remain both competitive and viable.

- b) Volunteers for retrenchment will be called for in each classification by way of a notice displayed at least two (2) working days prior to notices of retrenchment being given to employees. Those wishing to volunteer must advise Personnel of their intentions within two (2) working days.
- c) Where a union is involved, the Company will advise local Union Shop Steward of intended retrenchments not less than two (2) working days prior, together with numbers required in each classification of those people to be retrenched.

9. ITEMISED STATEMENT OF ALL WAGES DUE

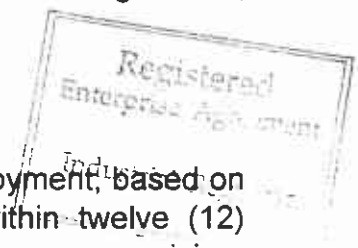
An itemised statement of all wages due will be given to the employees who are to be retrenched at least five (5) days in advance of the day of retrenchment.

10. CERTIFICATE OF SERVICE

Two original Certificates of Service will be provided to employees on which will be recorded their commencement and finishing dates, classification and reason for termination.

11. PREFERENCE OF EMPLOYMENT

Retrenched employees will have preference for re-employment, based on skill requirement, should a suitable vacancy occur within twelve (12) months of termination. In the event of a suitable vacancy arising, retrenched employees will be notified by telephone at their last known number and will be allowed three (3) clear working days to respond.



Only one offer of re-employment will be made to each retrenched employee. This clause does not apply to employees accepting a voluntary retrenchment package.

12. LONG SERVICE LEAVE

Employees with more than five (5) years' service will receive pro-rata long service leave.

13. CES SUPPORT

The Company will seek on-site visits of Officers of the Department of Social Security and/or the local Commonwealth Employment Services to enable employees to understand the services offered by these departments. This will occur where a number of employees have been selected for retrenchment and not volunteered.

14. FINANCIAL ADVISORY SERVICE

The Company will provide employees access to a financial advisory service. This clause does not apply to employees accepting voluntary retrenchment.

15. SERVICE PAYMENTS

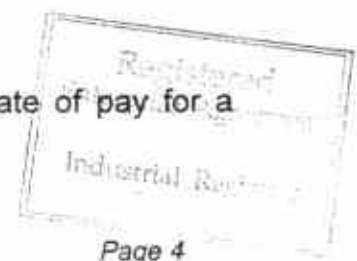
The Company will give:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
6 months to less than 1 year	1 week's wage
1 year or more	3 weeks for every year of service, paid to completed months

An additional 25% loading based on the abovementioned severance scale will be given to those employees aged 45 years of age or more.

16. PAYMENTS

One (1) week's pay is defined as the actual ordinary rate of pay for a thirty eight (38) hour week at termination.



17. DEATH OF EMPLOYEES

Should any employee die before the final date of termination, all benefits relating to this scheme will be paid directly to his/her estate.

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Retrenchment Policy

National Union of Workers, NSW Branch



(Signature)

DATED THIS 28th DAY OF APRIL 1999

Sharp Corporation of Australia Pty Ltd



(Signature)

DATED THIS 29th DAY OF APRIL 1999

