

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/222

**TITLE:** Sony Australia Warehouse Group Enterprise Agreement 2005

**I.R.C. NO:** IRC5/4857

**DATE APPROVED/COMMENCEMENT:** 18 October 2005 / 1 April 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/140.

**GAZETTAL REFERENCE:** 30 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Sony Australia Limited, 33-39 Talavera Road, North Ryde NSW 2113, who are engaged in the Warehouse Section of the Logistics Department of Sony Australia Limited, located at North Ryde and 62 Hume Highway, Chullora NSW 2190, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

**PARTIES:** Sony Australia Pty Limited -&- the National Union of Workers, New South Wales Branch

**SONY AUSTRALIA**

**WAREHOUSE GROUP**

**ENTERPRISE AGREEMENT 2005**

**1. TITLE**

This Agreement shall be known as the Sony Australia Warehouse Group Enterprise Agreement 2005.

**2. APPLICATION AND PARTIES BOUND**

This Agreement shall apply to the Warehouse Section of the Logistics Department of Sony Australia Limited, 33-39 Talavera Road North Ryde AND 62 Hume Highway Chullora to all employees who are bound by the terms of the Storemen and Packers Bond and Free Stores (State) Award (the Award).

The Parties to this Agreement:

- (a) Sony Australia Limited;
- (b) All employees of the Warehouse Group of Sony Australia Limited, 33-39 Talavera Road, North Ryde AND 62 Hume Highway Chullora, whose terms and conditions of employment are regulated by the Storemen and Packers, Bond and Free (State) Award (the Award);
- (c) National Union of Workers NSW Branch.

**3. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after 1<sup>st</sup> April 2005 and shall remain in force until 1<sup>st</sup> April 2007.

**4. RELATIONSHIP TO STATE AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers Bond and Free Stores (State) Award (the Award), as varied during the life of this agreement, provided that where there is any inconsistency between this Agreement and the Storemen and Packers, Bond and Free Stores (State) Award, this Agreement shall take precedence to the extent of the inconsistency.

**5. DURESS**

This Agreement was not entered into under duress by any party to it.

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## 7. **AIMS OF THE AGREEMENT**

The parties to the agreement are committed to improving the efficiency of the Warehouse Group through improved work practices, better organisation of work, enhanced employee flexibility, greater customer focus and enhanced employee job satisfaction.

## 8. **CONTRACT OF EMPLOYMENT**

Employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

## 9. **CONTINUOUS IMPROVEMENT**

The parties are committed to achieving Continuous Improvement in all areas of the business such as, but not limited to, customer service, quality, plant efficiencies and job satisfaction.

Management and all employees are committed to searching for areas where improvements could be made and implementing such improvements as part of this agreement.

The company undertakes, wherever possible, to advise employees on aspects of any change that may impact on the day to day operation of the warehouse and to implement changes that will have a significant effect on employees after reasonable and authentic discussions with the employees.

## **10. CLASSIFICATION STRUCTURE**

### Flexibility of Work:

The company may direct an employee to perform such duties as are within the limits of the employee's skill, competence and training. There are to be no artificial barriers to employees performing all the classification function required by his/her classification.

### Utilisation of Skills:

Employees shall be employed to 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 may, 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.

Factors which may be considered in the process include, but are not limited to, the following:

- The individual employee's past experience in this industry;
- Appropriate skills and qualifications with respect to this industry;
- Any other matters which management considers appropriate.

Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism.

### Labour Flexibility:

Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions, e.g. moving product for Customer Service and forklift driving.

Employees shall perform such work as is reasonable and lawfully required of them by management, including accepting instruction from authorised personnel. Employees shall comply with all reasonable requests to transfer, or to perform any work covered by this agreement. In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completions of any job or task are maintained to the satisfaction of management.

Any direction given by management shall be consistent with the employer's obligations of Occupational Health and Safety Laws.

## **11. HOURS OF WORK**

The hours of work shall be, on average, 38 hours per week and shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm, Monday to Friday, Provided that the actual ordinary hours of work shall be determined by agreement between the employer and employee.

(i) Meal Breaks:

Employees are entitled to a meal break of 30 minutes per day.

The meal break should be taken from 12.00 noon – 1.30 pm. A roster will be devised to ensure the employees take their lunch break on an alternate basis to maintain the operation. The morning and afternoon tea break will be taken at 10.00 am and 3.00 pm for a period of 10 minutes. The times for morning and afternoon tea breaks may differ slightly to allow for business continuity during the break.

(ii) Overtime:

Will be as per the Storemen and Packers Bond and Free Stores (State) Award.

No overtime will be paid unless there is prior authorisation by management. Wherever possible, permanent employees will be offered overtime in preference to casual employees, provided those employees have the necessary skills and experience for the task at hand. The practice of "one in – all in" overtime shall not apply.

## **12. ANNUAL EMPLOYEE REVIEW**

At least once per year during March/April, each employee and his/her supervisor will undertake a performance review discussion. The purpose of such discussion is to provide feedback to the employee on his/her job performance, to discuss the employee's training needs and skills development and to discuss the employee's career development.

## **13. WAGE INCREASES**

The following wage increases shall be paid to employees covered by this Agreement.

- (i) A 3.5% wage increase shall be paid from the beginning of the first pay period to commence on or after 1<sup>st</sup> April 2005.
- (ii) A 3.5% wage increase shall be paid from the beginning of the first pay

period to commence on or after 1<sup>st</sup> April 2006.

- (iii) Company nominated trainers will receive an additional \$7.00 per week to carry out introductory and on-going training in the use of procedures, equipment and tools including, but not limited to, the Warehouse Management System.
- [iv] Company nominated, and licenced, forklift drivers will receive an additional \$0.66 per hour if required by management to drive a forklift to perform their duties.

The above wage increase shall not be absorbed into overaward payments.

<b>1<sup>st</sup> April 2005 - 3.5%</b>	<b>1<sup>st</sup> April 2006 - 3.5%</b>
Storeperson - \$ 697.03	Storeperson - \$ 721.43

#### **14. LEAVE**

The provision of either the Storemen and Packers Bond and Free Stores (State) Award or the relevant Act shall apply in regard to:

- (a) Annual Leave
- (b) Long Service Leave
- (c) Jury Service Leave
- (d) Compassionate Leave
- (e) Parental, Maternity and Adoption Leave
- (f) Blood Donor's Leave
- (g) Sick Leave
- (h) Family Leave

#### **15. GRIEVANCE PROCEDURES**

Procedures for the avoidance of industrial disputes shall apply in establishments covered by the enterprise agreement.

The objectives of this procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and consequential loss of production and wages.

- (i) Depending on the issues involved, a procedure involving up to four stages of discussion shall apply. These are:
  - Discussions between the employee/s concerned and at his/her request the appropriate union shop steward/delegates, and the immediate supervisor;
  - Discussions involving the employee/s, the shop steward/s and more senior management;

- Discussions involving representatives from the State Branch of the Union/s concerned and the Human Resources Manager of the company;
- Discussions involving senior union officials (State Secretary) and the employer's nominated representative.

There shall be an opportunity for any party to raise the issue to a higher stage.

- (ii) There shall be a commitment by the parties to achieve adherence to this procedure. These should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (iii) Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- (iv) Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussions to be finalised.
- (v) Emphasis shall be placed on a negotiated settlement. However, if the negotiations process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the appropriate Industrial Relations Commission for assistance in resolving the dispute.
- (vi) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.
- (vii) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established customer and practice at the workplace.

This duty of confidentiality described herein remains binding after termination of the employee's service with the Company and there is no limitation of time.

## **16. DISCIPLINARY PROCEDURE**

The disciplinary procedure dealing with offences and acts of misconduct is:-

- 17.1 Formal Oral Warning: The employee will be interviewed by the supervisor or Manager, who will issue an oral warning, with such warning being recorded in the employee's personal confidential file. This step would usually follow an informal oral warning depending upon the seriousness of the offence.



- 17.2 **Written Warning**: In first offences of a more serious nature, or if an employee's performance does not improve following a formal oral warning, the employee will be interviewed by the Supervisor or Manager, and if the employee's explanation is not acceptable, a written warning will be issued.
- 17.3 **Final Written Warning**: If a further offence is committed, or if the offence is one which would normally incur dismissal, suspension or demotion, the employee will be interviewed by the Manager. If the employee's explanation is not acceptable, a final written warning will be issued. Any further breach will result in dismissal.
- 17.4 **Dismissal**: If a further offence is committed, or if an offence is of a major nature, the employee will be interviewed by the Manager and, if the explanation is not accepted, the employee may be dismissed.

Dismissal in this instance may be with or without notice.

Employees have the right to be represented by an immediate working colleague at every stage in the disciplinary and grievance procedure.

Records of any disciplinary action will be retained in the employee's confidential personal file.

Normally, any disciplinary action over twelve months old will be disregarded in the consideration of further offences.

The Human Resources Manager will be informed of all disciplinary action taken and no dismissal may take place without his/her prior approval.

Employees on probation, of up to three months, are not covered by the provisions of this sub-clause. This provision will not be used as a means of employing short-term employees.

Notwithstanding the above, the employer shall have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal (such as fraud, fighting, abandonment of employment, and consumption of alcohol and drugs whilst on duty). In addition, depending on the seriousness of the offence, it may not always be appropriate to follow all of the above steps.

## **17. PRODUCT SECURITY**

Employees accept that the company may, at its discretion, randomly and without notification, conduct a security search of employee bags or lockers.

This check is to be non-discriminatory and carried out wherever possible, in the presence of a Union Representative and a Sony nominated representative.

The employee further agrees, if requested by the company nominated representative, to remove items from his/her bag/s locker that may

reasonably be considered of sufficient size to obstruct view of the total contents of the bag or locker.

## **18. CONFLICT OF INTEREST**

Employees are required to avoid any situations which may involve a conflict between their personal interests and those of the Company. An employee who is in any doubt regarding a possible conflict of interest should discuss such conflict with his/her Manager.

## **19. NO EXTRA CLAIMS**

It is a term of this agreement that the Union and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 3 of this Agreement.

This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement. It is also a term of this Agreement that the Unions and each of the employees bound by it will not take industrial action in support of extra claims, award or over-award, for the duration of this Agreement in Clause 5 of this Agreement.

**20. SIGNATURES**

*N. Mann*  
.....  
**For and on behalf of Sony Australia Ltd.**

*9 August 2005*  
.....  
**Date**

*D. Baker*  
.....  
**For and on behalf of the National Union  
Of Workers NSW Branch**

*11. 8. 05*  
.....  
**Date**