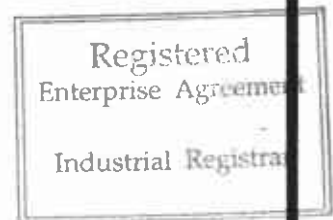


ENTERPRISE AGREEMENT

NO. EA 98/194



DATE REGISTERED 26.6.98

PRICE \$ 10

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/194

**TITLE: Email Limited Major Appliance Group (NSW) Clerical Administration
Redundancy Agreement 1998**

I.R.C. NO: 98/3233

DATE APPROVED/COMMENCEMENT: 26 June 1998

TERM: Expires 24 August 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to New South Wales clerical based employees of Email Major Appliance Group and its employees who are engaged under the terms of the Clerical and Administrative Employees (State) Award.

PARTIES: Email Limited Major Appliance Group -&- Federated Clerks' Union of Australia, New South Wales Branch



EMAIL LIMITED MAJOR APPLIANCE GROUP
(NSW) CLERICAL ADMINISTRATION REDUNDANCY AGREEMENT 1998

1. TITLE

This Agreement will be known as the "Email Limited Major Appliance Group (NSW) Clerical Administration Redundancy Agreement 1998".

2. PARTIES BOUND

The parties to this agreement are:

- i) Email Major Appliance Group Limited
- ii) All employees that are New South Wales clerical based, weekly hired and part-time employees of Email at the following locations; 175 Bonds Road, Riverwood 1a Carden Avenue, Wahroonga, 8 Guernsey Street, Guildford, Unit 4, 41B Munibung Road, Cardiff, Unit 12, 2 Hollylea Road, Leumeah and 8-9 Hexham Place, Wetherill Park (Service only) whose terms and conditions of employment are regulated by the Clerical and Administrative Employees (State) Award employed as Clerical and Administration employees whether members of the organisations of employees listed in subclause (iii) hereof or not.
- iii) The organisation that represents the employees defined in (ii), namely:
of Australia New South Wales
(a) The Federated Clerks Unions/~~NSW Clerical and Administration Branch.~~



Casual employees and employees engaged for a specific period of time and/or a specific task are excluded.

3. OPERATIVE DATE

The Agreement will operate from the date of approval *26 June 1998* by the NSW Industrial Relations Commission and will remain in force until the 24th August, 2000. During this time the parties agree not to pursue any further claims for increased redundancy benefits and conditions.

After expiry the terms of this agreement will continue to be applied until another agreement is reached.

4. APPLICATION CLAUSE

This agreement shall apply to New South Wales Clerical Administration employees of the Email Major Appliance Group and its employees who are engaged under the terms of the Clerical and Administrative Employees (State) Award.

9/11 26/6/98
PO 24/98
24/98
26/6/98

a) Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Clerical and Administrative Employees (State) Award as it exists at the date of agreement (19/3/98) of this agreement provided that where there is any inconsistency between this Agreement and the Clerical and Administrative Employees (State) Award, this Agreement, shall take precedence to the extent of the inconsistency.



5. CONSULTATION

The Company will consult with its employees and the relevant unions (on the reason for the redundancy) in line with its Award, Enterprise Agreement and legislative obligations once a decision has been made to introduce a redundancy or retrenchment program.

6. OTHER ISSUES RELATING TO IMPLEMENTATION PROCEDURES

- a) The Company shall endeavour to find suitable redeployment within other areas of the Email Limited Group of Companies within the local metropolitan area, through notification when retrenchments are to occur.
- b) The Company shall notify the CES or relevant Government Agency of the number and categories of employees to be retrenched.
- c) The Company shall provide each employee to be retrenched with a certificate of service stating that retrenchment was the reason for termination.
- d) The Company shall provide completed separation forms to all retrenched employees.
- e) Management will allow for time off for job appointments, interviews, CES. Staff will be expected to return to work once finished with these appointments and take business requirements into consideration when arranging appointments.

7. NOTICE

Notice of termination of employment for reasons of redundancy shall be in accordance with the following scale:

Period of Continuous Service

Period of Notice

| | |
|---|---------|
| 1 year or less | 1 week |
| 1 year and up to the completion of 3 years | 2 weeks |
| 3 years and up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |

In addition to the notice above, employees over 45 years of age at the time of notice with not less than 2 years continuous service shall be entitled to a payment in lieu of an additional week's notice.

Payment by the employer will be made for any period in lieu of notice where the employer does not require an individual to actually work out the notice period. Should an employee elect not to work out the notice period, they will automatically forfeit the right to any payment for notice for the period not worked. This clause does not affect any payment made under Clauses 8, 9, 10 or 11.

8. IMPLEMENTATION AND SEVERANCE PAY

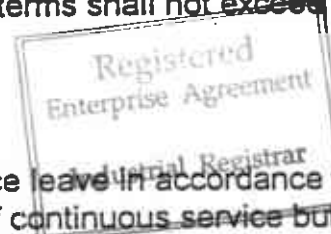
The Company will ensure it retains key skills in any downturn of business resulting in redundancies and will select individuals for retrenchments from specific areas, specific classifications, or employees with specific skills.

Employees will be selected for redundancy on the basis of a combination of the following criteria; current level of skill, potential for future skill acquisition, manning flexibility, work performance, attendance, length of service and overall ability to meet the future needs of this operation. Subject to these business requirements, volunteers will be called for first.

Employees who are retrenched will receive 3 weeks pay (at current rate) for each completed year of service. Payment under these terms shall not exceed 52 weeks pay.

9. LONG SERVICE LEAVE

For employees who are not eligible for long service leave in accordance with the NSW LSL Act and who have completed five (5) years of continuous service but less than ten (10) years service, a pro rata payment will be paid.



10. SICK LEAVE

Employees terminated under this agreement will receive payment for the value of untaken sick leave at the rate of accrual standing to their credit at the time of termination of service. Any sick leave paid out will only be applied to sick leave accrued under Email Service periods i.e., for ex Kelvinator employees, 1/1/85, ex Simpson employees 1/7/87 and ex Anlin employees 2/9/96.

Any sick leave exhausted after acquisition shall be deducted from the post acquisition period of accrual.

11. ANNUAL LEAVE

A loading of 17.5% will be paid on all accrued annual leave, including pro-rata leave.

12. SUPERANNUATION

Superannuation will be paid as per current Email Limited company policy.

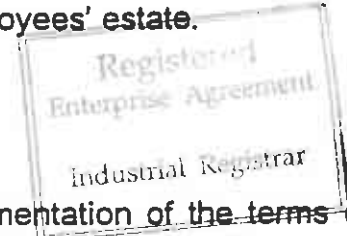
13. JOB SEARCH SKILLS PROGRAM

This is a program conducted by Email Training Services Ltd to assist outplaced employees. It will be the employee's choice to attend this session which is designed to mitigate the circumstances of the redundancy through providing the employee with the skills of job search and resume preparation. The program will include options for obtaining financial counselling.

14. EXEMPTIONS

This agreement shall not apply to any termination of employment for reasons other than retrenchment. The agreement does not apply to any termination of employment through:

- a) Resignation for any reason;
- b) Dismissal relating to inadequate work performance or misconduct;
- c) Termination of casual employees;
- d) Termination of employees engaged for a specific period of time or for a specific task or tasks;
- e) Retirement and early retirement of employees; or
- f) Death of an employee, except where the death occurs after an employee has been selected for retrenchment and before the termination of employment. In these circumstances the monies will be forwarded to the employees' estate.



15. DISPUTE PROCEDURE

Should there be a disagreement/dispute over the implementation of the terms of this Agreement then all parties commit themselves to the resolution of the dispute via the settlement of dispute procedure incorporated in the Clerical and Administrative Employees (State) Award.

16. NO EXTRA CLAIMS

It is a term of this Agreement that the Unions and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for increased redundancy benefits for the duration of the Agreement.

17. NO FLOW ON OR PRECEDENT PROVISIONS

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant, site or enterprise.

The Federated Clerks Union

Michael Want

(Signature)
Michael Want
State Secretary

Dated this 16 day of June

1998

Email Major Appliances Group

Mark Christopher Daly

(Signature)
Mark Christopher Daly
Group Personnel Manager

Dated this 15th day of June

1998

