

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/93

TITLE: Speedo Australia Certified Agreement 2001

I.R.C. NO: 2001/7444

DATE APPROVED/COMMENCEMENT: 18 December 2001

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**NEW AGREEMENT OR
VARIATION:** New

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Speedo Australia Pty Ltd who predominantly perform warehousing duties within the scope and incidence of the NSW Storemen and Packers General (State) Award whether or not a member of the union.

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





SPEEDO AUSTRALIA

CERTIFIED AGREEMENT

2001



INDEX

PART 1 APPLICATION AND OPERATION OF AGREEMENT

- 1.1 Title
- 1.2 Application and Incidence of Agreement
- 1.3 Parties Bound
- 1.4 Date and Period of Operation
- 1.5 Relationship with Other Instruments

PART 2 EMPLOYMENT DETAILS

- 2.1 Categories of Employment
- 2.2 Casual Employees
- 2.3 Absence from Work
- 2.4 Abandonment of Employment
- 2.5 Termination of Employment
- 2.6 Statement of Service
- 2.7 Redundancy
- 2.8 Transmission of Business
- 2.9 Performance Management Program

PART 3 PAYMENT OF WAGES

- 3.1 Rates of Pay
- 3.2 Wage Increases
- 3.3 Deductions
- 3.4 Additional Allowances
- 3.5 Payment of Wages
- 3.6 Superannuation
- 3.7 No Extra Claims

PART 4 HOURS OF WORK

- 4.1 Arrangement of working hours
- 4.2 Meal and rest breaks
- 4.3 Overtime arrangements

Registered
Enterprise Agreement
Industrial Registrar

INDEX (Cont.)**PART 5 LEAVE ENTITLEMENTS**

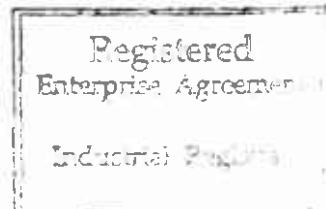
- 5.1 Annual Leave
- 5.2 Sick Leave
- 5.3 Carer's Leave
- 5.4 Bereavement Leave
- 5.5 Parental Leave
- 5.6 Jury Service
- 5.7 Public Holidays
- 5.8 Trade Union Training Leave

PART 6 COMPANY POLICIES

- 6.1 Anti-Discrimination Policy
- 6.2 Harassment Policy
- 6.3 Affirmative Action Policy
- 6.4 Occupational Health & Safety Policy
- 6.5 Disciplinary Policy & Procedure

PART 7 DISPUTE RESOLUTION PROCEDURE

- 7.1 Stage 1
- 7.2 Stage 2
- 7.3 Stage 3
- 7.4 Stage 4
- 7.5 Normal Work to Continue

PART 8 SKILLS BASED CLASSIFICATION STRUCTURE

SPEEDO AUSTRALIA CERTIFIED AGREEMENT 2001

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 Title

This Agreement shall be known as the Speedo Australia Certified Agreement 2001 ("the Agreement").

1.2 Application and Incidence of Agreement

This Agreement shall apply to all employees of Speedo Australia Pty Limited (referred to in this Agreement as the "Company" or "Speedo Australia") who perform work within the scope and incidence of the New South Wales *Storemen & Packers General (State) Award* in the warehouse and distribution section of the Company's site at Windsor who are paid on a weekly basis.

1.3 Parties Bound

This Agreement applies to and is binding on:

- Speedo Australia Pty Limited;
- the National Union of Workers NSW Branch (the "Union"); and
- all employees of Speedo Australia Pty Limited who predominantly perform warehousing duties within the scope and incidence of the New South Wales Storemen & packers General (State) Award (the "Award") whether or not a member of the Union (the "Employees").

1.4 Date and Period of Operation

This Agreement will operate from the date it is certified by the NSW Industrial Relations Commission and will remain in force for a two-year period.

1.5 Relationship with Other Instruments

This Agreement replaces the Speedo Australia 1988 Certified Agreement and all other Agreements.

This Agreement shall be read in conjunction with the New South Wales Storemen & Packers (State) Award, provided that where there is any inconsistency between this Agreement and that Award, this Agreement shall take precedence to the extent of the inconsistency.



PART 2 EMPLOYMENT DETAILS

2.1 Categories of employment

Employees may be offered employment in any one of the following categories:

- a) full-time employment;
- b) part-time employment; or
- c) casual employment.

Full Time Employee:

Means a person who is employed by the Company for no fixed term and who offers themselves available for a minimum of 38 hours' work each week.

Part-Time Employee:

Means a person who is employed by the Company for no fixed term and who works for less than 38 hours but more than 19 hours' each week.

Casual Employee:

Means an Employee who is engaged and paid as a casual to meet seasonal distribution needs who works on an hourly basis and may be hired or terminated on one hour's notice.

Probationary Period:

Other than casual Employees, all new Employees will be engaged on, and must satisfactorily complete, a 3-month probationary period. An Employee may be terminated during the probationary period with one week's notice (or payment in lieu thereof) being given by the Company.

Clause 2.5 does not apply to Employees who are on probation.

2.2 Casual Employees

A casual may be employed for a maximum period of 6 months without any break. A casual Employee must have a minimum of 4 weeks break before they can be re-employed unless that Employee is being offered a full time or part time position.

The minimum payment to be made to a casual Employee for any day worked is four (4) hours.

2.3 Absence from Work

If any Employee will not be at work on any day he or she is expected to work, the Employee must ring the Company by 9.00 a.m. and tell the Company that he or she will not be attending and provide a reason for the absence.



If an Employee is absent from work for more than one day due to illness or injury, the Employee must provide a Medical Certificate or a Statutory Declaration no later than the day he or she returns to work. If a Medical Certificate or a Statutory Declaration is not provided, the Employee will not be paid for the time of absence.

Up to four (4) single days per annum may be taken for reasons of illness or injury without production of a Medical Certificate.

2.4 Abandonment of Employment

If an employee is absent from work for a continuous period of more than three (3) working days without the Company's permission or without providing an explanation to the Company for the absence, the Company may treat the Employee as having abandoned their employment and terminate the Employee without further notice.

If an Employee has been absent for a period of seven (7) days without approval, the Company will deem the Employee as having abandoned their employment and terminate the Employee without further notice.

2.5 Termination of Employment

a) Termination by Employee:

For any Employee, other than a casual Employee, to terminate his or her employment with the Company, the Employee must give the following notice:

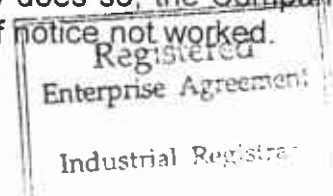
<u>Length of Service</u>	<u>Notice</u>
• Less than one year's service:	1 week's notice
• 1 to 3 years' service:	2 weeks' notice
• 3 to 5 years' service:	3 weeks' notice
• more than 5 years' service:	4 weeks' notice

The Company may, at its discretion, allow an Employee to leave without giving the above period of notice but, if the Company does so, the Company shall not be obliged to pay the Employee the period of

b) Termination by employer:

I. Full Time or Part Time Employees

The Company may terminate the employment of any Employee, other than a casual Employee, as outlined in Company's Disciplinary Policy and Procedure and by giving the following notice (or payment in lieu of such notice):



<u>Length of Service</u>	<u>Notice</u>
▪ Less than one year's service:	1 week's notice
▪ 1 to 3 years' service:	2 weeks' notice
▪ 3 to 5 years' service:	3 weeks' notice
▪ more than 5 years' service:	4 weeks' notice

c) Casual Employees:

The employment of a casual Employee may be terminated by the Employee or the Company by giving one hour's notice.

d) Gross Misconduct

The Company may terminate the employment of any Employee immediately without notice or payment in lieu of notice in the event of serious or gross misconduct. This may not happen without prior discussion with the Human Resources Manager or a Director. Where this is not possible the Employee will be suspended on full pay until this approval can be given.

2.6 Statement of Service

Where an Employee leaves the Company, the Company will, upon request, provide a Statement of Service.

The Statement will state the Employee's name, the date that they commenced employment with the Company, the date of finishing employment with the Company and the Employee's position.

2.7 Redundancy

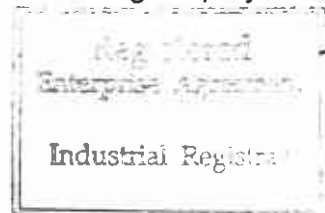
Discussions

Where the Company has made a decision that it no longer wishes the job being done by an Employee or Employees to be done by anyone and this is not due to the normal turnover of labour, the Company may decide to make that person's position redundant and terminate his or her employment.

Where the Company reaches such a decision, it will immediately hold discussions with the affected Employee or Employees and notify the Union.

The Company will provide in writing to the Employee or Employees all information relevant to the decision and the number and categories of Employees likely to be affected.

Where an Employee's employment is to be terminated on the basis of a redundancy, the Company will make the following payments to the Employee:



a) Notice

The Company will give 5 weeks' notice (or payment in lieu of notice) to any Employee whose position is to be made redundant.

b) Severance Pay

The Company will make a severance payment of 2 weeks pay for each completed year of service.

In addition, if the Employee is over the age of 45 years, the total amount of the severance payments will be increased by 25%.

c) Sick Leave

The Company will pay the accrued sick leave entitlements of each Employee whose position is made redundant.

d) Long Service Leave

The Company will meet all long service leave liabilities under the NSW Long Service Leave Act 1955, except that it will pay out pro rata long service leave after completion of 4 years' continuous service to Employees whose position is made redundant.

e) Banked Overtime

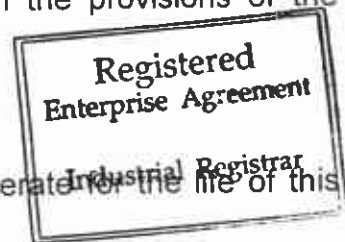
The Company will pay out any banked overtime standing to the credit of the Employee at the date of redundancy, at the appropriate penalty rate.

Consistency with the Award

If the total redundancy payments made under this Agreement are less than those which the Employee would be entitled to under the Award, then the Company will pay the Employee in accordance with the provisions of the Award.

Term of Redundancy Provisions

It is agreed that these redundancy provisions will operate for the life of this Agreement.



The Employees agree that no claim for increased redundancy payments will be made on the Company prior to the expiry of this Agreement.

The Company agrees that it will not seek to reduce the benefits available under these Redundancy provisions prior to the expiry of this Agreement.

2.8 Transmission of Business

Where an employee's employment is transferred from the Company to another employer as part of a transmission of the Company's business:

1. the Employee's continuity of service is not broken upon transmission, and
2. the period of service with the Company will be counted as service with the new employer.

2.9 Performance Management Program

In line with Company Policy, all Employees shall be involved in the Performance Management Program every six months.

The Performance Management Program provides a way to maintain effective employee relations and communication channels within the organisation.

The Company believes employees need to be satisfied with their position and need to be equipped to handle the changing requirements of their work. They should also be encouraged to develop themselves to be able to effectively meet the challenges of the future workplace and their individual goals.

One of the best ways to achieve these results is by fair and honest feedback between management and Employees. Employees require an indication of their progress to date and assistance with preparing for future needs. At the same time their own views and experiences are of vital importance to the organisation. This is one of a number of ways of achieving the Company's goals and objectives.



PART 3 PAYMENT OF WAGES

3.1 Rates of Pay

The rates of pay for adult Employees under this Agreement shall be increased on the first full period after 17 June 2001 by 8%, and the first full pay period after 17 June 2002 by 5% as follows:

Level	Pre-Agreement	17 June 2001	17 June 2002
Trainee	\$474.36	\$512.62	\$538.25
Level 1	\$501.80	\$541.94	\$569.04
Level 2	\$543.08	\$586.53	\$615.86

Junior Employees will be paid the following percentages of the Level 1 rate:

- At 16 years of age: 55%
- At 17 years of age: 64%
- At 18 years of age: 75%
- At 19 years of age: 85%

If an Employee has been employed for 3 years and has not reached 20 years of age, the Employee will be treated as an adult Employee and as such will be paid at full adult rates.

3.2 Deductions

The Company will deduct from any Employee's wages any amount of tax payable and any amount required to be deducted in accordance with an order issued by a Court.

If due to a clerical or computer error the Company overpays an Employee, the Company shall, after explaining how the overpayment occurred and the amount of the overpayment, be entitled to deduct that overpayment from the Employee's pay.

If the amount of the overpayment is less than \$200, the Employee will be required to repay the Company over a period not exceeding 12 weeks.

If the amount is in excess of \$200, a repayment schedule will be entered into with a maximum period of 6 months.

Apart from the above, the Company will only ~~deduct money from~~ an Employee's wages when an Employee has authorised the Company to do so in writing. The Company does not have to accept every request made by an Employee to have a deduction made from his or her wages.

3.3 Additional Allowances

First Aid Allowance:

Where applicable, the Company will pay an allowance to an Employee who is appointed as a First Aid Officer. The amount of the allowance is \$8.75 per week.

Casual Loading:

Casual Employees will be paid a loading of 20% on the full-time hourly rate for the grade applicable to the Employee.

3.4 Payment of Wages

Employees' wages will be paid by electronic funds transfer directly into the Employee's bank account.

The Company's pay week ends on a Friday and Employee's wages will be available in their bank account on Saturday morning.

If the Company has transmitted its payroll to its bank for transfer to an Employee's account by the required time, the Company will not make any additional payment to the Employee due to a failure by the bank or the Employee's bank to credit the Employee's account on Saturday morning.

Where a public holiday or the start of an annual leave period falls on a day where the Company normally pays wages, the Company will pay the wages on the day before the Public Holiday or the start of the annual leave period.

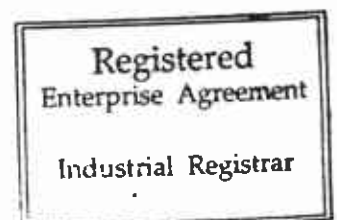
If, due to the fault of the Company, an Employee does not receive his or her wages by the agreed time, the Employee will be paid at overtime rates until he or she receives their wages, though only from the time the Company is notified of the problem.

3.5 Superannuation

The Company will make a contribution to one of the Superannuation Funds listed below in accordance with the requirements of relevant Superannuation Legislation. The contribution shall be calculated on Employee's ordinary time earnings.

The Company will contribute to the following funds as selected by the individual Employee:

- a) The Australian Retirement Fund
- b) The Wealthpac Superannuation Fund
- c) Commonwealth Bank of Australia Superannuation Fund



3.6 No extra claims

The Employees and the Union agree that no claims for additional wages, allowances, increases or excess payments of any type will be made during the life of this Agreement other than those outlined under Part 3 "Payment of Wages".

At no stage during the life of this Agreement shall the actual rates of pay fall below those contained in the Storemen & Packers Award.

PART 4 HOURS OF WORK

4.1 Arrangement of working hours

Full-time employees shall work 38 ordinary hours per week.

The Company may arrange these 38 hours between the days of Monday to Friday, with starting and finishing times between 6.00 a.m. and 6.00 p.m.

The normal working hours:

Normal working hours are 7.30am to 4.00pm Monday to Friday.

Rostered Day Off:

- a) This roster shall be based on a normal working day of 7.30am to 4.00pm which includes an additional 24 minutes each day, accruing towards one RDO per month.
- b) Ordinary pay shall be based on 38 hours per week. A day's pay is defined as the weekly wage divided by five (5).
- c) Twelve (12) RDO's shall be provided per annum.
- d) The taking of RDO's shall be on a roster system drawn up by management. The Company will endeavour to have rostered days on either a Monday or Friday.

4.2 Meal and Rest Breaks

Lunch Break:

Employees will be allowed an unpaid break of 30 minutes for the purposes of having their lunch. There is no lunch break provided where the ordinary working day does not exceed 5 hours.



Morning Tea:

Employees will be allowed a paid break of 10 minutes for the purposes of having morning tea.

Smoking:

Smoking is only allowed during authorised breaks.

4.3 Overtime Arrangements

Any time worked outside ordinary hours is called overtime. Overtime is paid as follows:

For overtime worked on any day between Monday and Friday:

Employees will be paid for the hours worked at time and one half for the first two hours and double time thereafter.

For overtime worked on Saturday:

- a) the Company will pay a minimum of 3 hours overtime.
- b) Employees will be paid at time and one half for the first 2 hours and double time thereafter.

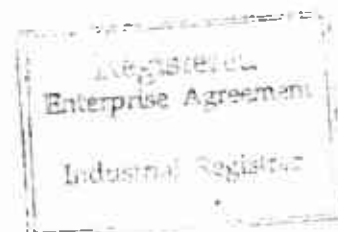
For overtime worked on Sunday:

- a) the Company will pay a minimum of 4 hours overtime.
- b) Employees will be paid at double time for all time worked on a Sunday.

If an Employee is required to work more than 2 hours overtime when he or she has not been notified on the previous working day that he/she will be required to work overtime, the Employee will be paid a meal allowance in accordance with the Award.

Break After Working Overtime:

Where an employee is requested to work overtime, he or she must have a minimum of 10 hours break between the time that overtime finishes and the time the Employee resumes work.



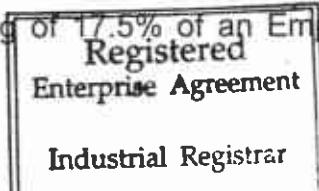
PART 5 LEAVE ENTITLEMENTS

5.1 Annual Leave

Employees, other than casual Employees, are entitled to four (4) weeks annual leave after the completion of each 12 months' continuous service (less the annual leave period) (or a pro rata amount for part time Employees).

Annual Leave Loading:

The Company will pay an annual leave loading of 17.5% of an Employee's ordinary weekly wage.



5.2 Sick Leave

Each employee's entitlement to sick leave is effective on his or her anniversary date.

In the first year of employment, an Employee is entitled to a maximum of five (5) days. In the second and subsequent years of employment an employee is entitled to a maximum of 10 days.

Employees will be paid for up to four (4) single day absences during a calendar year without producing a Medical Certificate providing that the Employee has sufficient sick leave entitlement. Subsequent single day and all multiple day absences will require a Medical Certificate.

Employees shall not be entitled to accumulate sick leave beyond 12 years entitlement.

During the first three (3) months of employment, payment for any absence due to sick leave will be withheld until the three months has been completed.

If an Employee is absent due to being sick on a day prior to or immediately after a Public Holiday, the Employee will not be entitled to paid sick leave unless he or she has provided a Medical Certificate upon their return to work.

5.3 Carer's Leave

If an employee has an entitlement to sick leave and the Employee is responsible for a member of his or her immediate family or a member of his or her household who needs care and support, the Employee may use his or her sick leave entitlement to provide that care.

Immediate family member means a spouse or de facto spouse either current or former, a child, or adult child, parent, grandparent, grandchild or sibling of the Employee and same sex partner who lives with the Employee.

The Company requires Employees to produce a Medical Certificate or a Statutory Declaration establishing the illness of the person that the Employee is caring for.

Where practicable, the Employee shall tell the Company in advance of his/her intention to take carer's leave providing full details and the estimated length of the absence.

If an Employee cannot notify the Company prior to commencing carer's leave he or she shall do so by telephone on the first day of absence or as soon as practicable.

5.4 Bereavement Leave

The Company will allow three (3) days' bereavement leave, without loss of pay, in the event of the death, in Australia, of an Employee's husband, wife, child, father, mother, sister, brother, stepchild, parents-in-law, brother or sister in-law, niece or nephew, grandparents or stepchild. For the purposes of this leave the words "husband" and "wife" shall include de facto husband or wife and the words "father" and "mother" shall include stepfather or mother and foster-father or mother.

Satisfactory evidence must be produced (death certificate or newspaper notice) on each occasion of bereavement leave.

A further two (2) days' leave will be provided upon satisfactory evidence, for deaths outside Australia, of an Employee's husband, wife, child, father and mother, where the Employee travels outside of Australia to attend the funeral.

5.5 Parental Leave

All Parental leave shall be approved in accordance with current legislation and in line with Company Policy as varied from time to time.



5.6 Jury Service

The Company shall grant an Employee leave for the purposes of Jury Service on the conditions that:

- a) The Employee notifies the Company as soon as possible of the date for which the Employee has been summonsed to attend.
- b) On completion of the Jury Service the Employee provides proof of the time spent on Jury Service and the amount that the Employee has received. The Company will make up the difference between the amount received for Jury Service and the Employee's ordinary wages that would have been received for that period.

5.7 Public Holidays

Employees shall be entitled to be paid for legislated public holidays that fall between Monday and Friday.

An additional one day's leave (Picnic Day) shall be granted which shall be taken either on Easter Tuesday or at a mutually agreed time.

5.8 Trade Union Training Leave

The Company will grant Union Delegates up to 4 days paid leave per annum for the purposes of attending training courses provided by the Union.

PART 6 COMPANY POLICIES

6.1 EEO Policy

Speedo Australia is committed to ensuring a workplace free of discrimination and harassment. The commitment is based, in part, on the need to ensure that our organisation complies with equal opportunity laws. However, we are also committed to providing a pleasant working environment for all employees and encouraging good working relationships between employees.

Speedo Australia will endeavour to ensure that in the application of all organisational practices and procedures, no discrimination takes place and that all employees enjoy equal access to opportunities within the organisation. The basis of employment decisions is the individual merit of employees/applicants.

We will also endeavour to ensure that no sexual, racial or other harassment occurs in the workplace.

Speedo Australia is committed to achieve the following EEO objectives:

- to ensure that all employees are treated fairly;
- to fully utilise and develop the potential of every employee;
- to keep all policies and procedures consistent with EEO principles;
- to augment employee morale and motivation by increasing staff confidence in the fairness of our human resource practices and access to employment opportunities; and
- to ensure achievement of our objectives through our EEO/Affirmative Action program which includes the training of staff on EEO and related issues.

The responsibility for implementing EEO lies with every manager however, the Human Resources Manager is the organisations EEO Officer.

6.2 Harassment Policy

It is the policy of Speedo Australia that harassment is unacceptable in the workplace and will not be condoned or tolerated.



What is Sexual Harassment

Sexual harassment is any unwelcome and uninvited behaviour involving a deliberate verbal or physical affront of a sexual nature against another person. This does not refer to compliments or behaviour which is invited, or uninvited but welcome. It refers to behaviour which is not welcome, is personally offensive, lowers morals and interferes with effectiveness and may lead to problems with interpersonal relations in the workplace.

Conduct which Constitutes Harassment

The types of behaviour which can constitute sexual harassment include:

- physical contact such as kissing, patting, pinching or touching in any way;
- requests for sexual favours;
- offers of rewards for sex;
- lewd comments;
- dirty jokes;
- foul language;
- sexually explicit conversation;
- unwelcome remarks about a person's sex or private life;
- suggestive comments about a person's appearance;
- posting of pin-ups in the workplace;
- offensive or nuisance telephone calls;
- demands that a person wear sexually suggestive clothing;
- gender based insults or taunting.

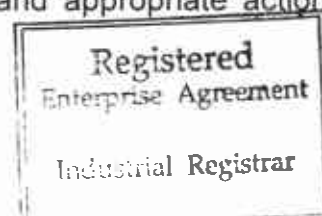
Complaints Procedure

Should any employee consider that they are experiencing sexual harassment the following steps should be taken to resolve the situation:

1. Make it clear to the other party that such behaviour is offensive to you and request that it cease.
2. If harassment continues, bring the matter to the attention of your immediate supervisor or manager who will endeavour to deal with the problem.
3. If your immediate supervisor or manager is unable to resolve the problem or, if you feel you cannot discuss the matter with your supervisor or manager, contact the Human Resources Manager.

In some cases a written and signed statement of complaint will be requested.

All complaints will be treated seriously and confidentiality will apply. Each person involved will be treated with fairness and appropriate action will be taken to remedy the situation.



Supervisor's/Manager's Role

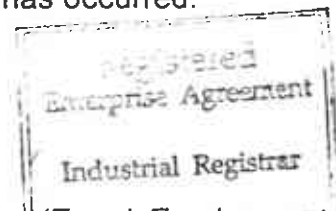
The incident must be investigated while maintaining confidentiality.

Supervisors and managers will discuss the incident with the complainant to determine the complainant's understanding of what actually occurred.

The supervisor or manager will then discuss the incident with the other party and explain that the behaviour is unacceptable and that it has caused offence to the complainant.

The supervisor/manager may seek advice or assistance from the Human Resources Manager at any time during the process but the Human Resources Manager must be informed that an incident has occurred.

Confidentiality will be maintained at ALL times.



6.3 Affirmative Action Policy

In line with the requirements of the Affirmative Action (Equal Employment Opportunity for Women) Act 1986, Speedo Australia has in place an Affirmative Action program.

Affirmative Action is a means of ensuring EEO for women, and is aimed at the removal of barriers to women achieving equality in the workplace. Much of the discrimination against women that currently takes place is the result of past discriminatory practices, policies and attitudes which have become entrenched. The aim of Affirmative Action is to review policies and procedures to ensure that they do not result in the unfair treatment of women. This will enable each woman within the organisation to achieve her full potential.

Speedo Australia is committed to Affirmative Action and recognises that Affirmative Action is beneficial to the whole organisation.

Affirmative Action does not discriminate against men in any way, and does not mean that women will be favoured. It is based on the merit principle. There is no quota system in the Australian concept of Affirmative Action.

The aims of our Affirmative Action program are:

- to recognise and remove barriers within the workplace that have prevented EEO for women;
- to encourage women to enter non-traditional jobs;
- to educate women in the benefits available to them from the organisation and from external organisations.

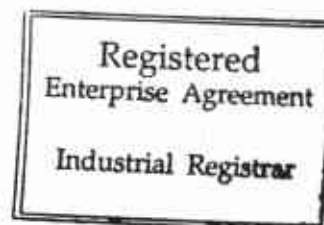
If you have any questions or suggestions for our Affirmative Action program please contact the Human Resources Manager who is the Affirmative Action Coordinator for the organisation.

6.4 Occupational Health & Safety Policy

It is the policy of Speedo Australia to provide safe and efficient systems of work along with a healthy and safe working environment. The Company is also committed to ensuring that employees will not carry out work, which is reasonably considered to be unsafe.

The key to our comprehensive safety program is the complete and sustained commitment of management and the involvement and responsible actions of every employee. Our goals in effective health and safety management will be achieved through:

- injury prevention and loss control programs;
- environmental monitoring;
- accident and injury reporting and analysis;
- rehabilitation programs;
- emergency and first aid procedures;
- safety training and procedures;
- safe working systems for all staff.



The contribution to and support of health and safety programs by all Speedo Australia stakeholders is essential if we are to be successful in preventing injuries and developing a satisfying, efficient and safe workplace.

Employer Responsibilities

It is the duty of each Manager to provide and maintain as far as practicable for employees a working environment that is safe and without risks to health.

It is the responsibility of each Manager to ensure that responsibilities in relation to relevant legislation for each state is being met.

Employee Responsibilities

Each employee has a duty of care to ensure that they use due care, skill and competence to complete their duties in a safe manner.

Employees elected as members of the Occupational Health and Safety Committee or appointed as Health and Safety Representatives are charged with specific responsibilities as representatives of other employees. Training and support of these staff is provided accordingly.

Rehabilitation

Consistent with our policy of providing a safe and healthy working environment, Speedo Australia is committed to the provision of early occupational rehabilitation intervention for employees suffering from illness or injury. Occupational rehabilitation is aimed at enabling a speedy return to suitable employment as quickly and as safely as possible.

6.5 Disciplinary Procedure

1. Informal Discussion

An initial discussion with the Employee regarding their performance or conduct will be held.

The Employee will be advised of company expectations and the areas their performance or conduct is expected to improve.

2. 1st Formal Warning

Issues previously raised with the employee will be formally discussed with a Union Delegate present if requested.

A "Record of Formal Warning Discussion" shall be completed and signed by the employee and manager. This form outlines problem areas, expectations, an action plan, a monitoring period where appropriate and future action should performance not improve.

The employee will be given a copy of the "Record of Formal Warning Discussion" and the original will be placed on their personnel file.

3. 2nd Formal Warning

If the employee has not improved within the agreed monitoring period, or if the situation worsens, they will be counselled for a second time.

A second "Record of Formal Warning Discussion" will be completed stating the problem, expectations and the consequences should their performance not improve immediately.

Once again, a witness may be present and the employee will be asked to sign the form and be provided with a copy. The original is to be placed on their personnel file.

4. 3rd and Final Warning

The most serious of the warnings given, the third and final warning gives the employee one last chance to improve their performance or conduct. A "Record of Formal Warning Discussion" is to be completed, signed and forwarded to the Human Resources Manager.

Because of the seriousness of this warning the employee will be expected to show an immediate improvement in their behaviour/performance.

5. Termination of Employment

A review of the situation is discussed with the employee and they are advised that as the situation has not improved, their employment is being terminated. By this stage the employee will have been given every opportunity to defend allegations and will have had reasonable time to improve performance or conduct and will have received at least three (3) written warnings, including a final warning.

6. Gross Misconduct

Serious or Gross Misconduct warrants instant dismissal however, this may not happen without prior discussion with the Human Resources Manager or a Director. Where this is not possible the Employee will be suspended on full pay until this approval can be given.

PART 7 DISPUTE RESOLUTION PROCEDURE

In order to ensure that disagreements and disputes are resolved in an orderly and speedy manner, the Company, Employees and the Union agree to follow the procedure set out below:

The Company, the Employees and the Union agree that all 4 stages will be followed and that every attempt shall be made to resolve the issue in-house.

7.1 Stage 1

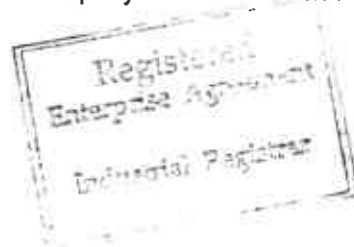
An Employee who has a disagreement or dispute will discuss the matter with their normal Supervisor or Manager.

The Supervisor or Manager will discuss the issue with the Employee in private and no later than 3 days after the discussion provide a response to the Employee.

Where necessary the Supervisor or Manager will record the details of the issue and the response in writing.

7.2 Stage 2

If the Employee is not satisfied with the response, they may take their concern to the Union Delegate who will arrange a meeting between the Manager responsible for the department and the Employee concerned.



The same procedures and time frames will apply as set out in stage 1, however, all relevant facts will be recorded in writing.

If the disagreement or dispute involves an accusation by an Employee against another Employee, the accused shall have the right to respond to the allegations in the presence of the Manager and the Employee making the accusation.

7.3 Stage 3

If the matter has still not been resolved, it shall be referred to the Human Resources Manager and an official of the Union.

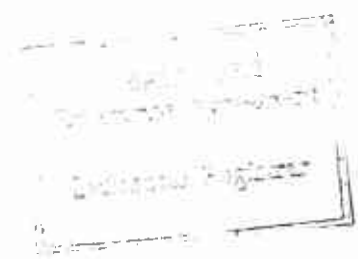
7.4 Stage 4

If the disagreement or dispute has not been resolved by discussions involving the Human Resources Manager and an official of the Union in Stage 3, and no further avenues for resolution of the dispute exist, the parties may either jointly or individually refer the matter to the NSW Industrial Relations Commission for resolution.

At any meeting before the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

7.5 Normal Work to Continue

While the above dispute resolution procedures are being followed, normal work will continue.



PART 8 SKILLS BASED CLASSIFICATION STRUCTURE

The skills based classification structure is a three-tier system developed to provide opportunities for employees to be rewarded for the acquisition, demonstration and application of new skills in the workplace.

For its part, the company commits to provide training to employees to acquire the skills necessary to enable progression. Such provision will be balanced with the needs of the business to ensure the company's service and performance standards are maintained.

A review of the company's training commitment will be undertaken three months from ratification of this agreement.

Warehouse Operator Trainee

For the purpose of this agreement a Warehouse Operator Trainee shall mean an employee who performs work to the level of their training and:

1. Satisfies the requirements of Unit of Competence – Contributes to a Safe Working Environment.
2. Satisfies the requirements of Unit of Competence – Basic Communication Skills.
3. Undertakes training in the skills required as per Units of Competence Level 1 to enable progression to Warehouse Operator Level 1.

Warehouse Operator Level 1

For the purpose of this Agreement a Warehouse Operator Level 1 shall mean an employee who, in addition to performing the duties of a Warehouse Operator Trainee, has performed 12 months service as a Trainee and/or has been assessed as competent and performs the skills relevant to:

1. Unit of Competence – Contribute to a Safe Working Environment – Level 1
2. Unit of Competence – Communication – Level 1
3. Unit of Competence – Order Assembly – Picking
4. Unit of Competence – Order Assembly – Packing
5. Unit of Competence – Order Assembly – Pre retail
6. Unit of Competence – Goods Receipt and Putaway
7. Unit of Competence – Maintenance

<p>Registered Enterprise Agreement Industrial Registrar</p>
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