

ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

NO. EA 98/195
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DATE REGISTERED 26.6.98
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PRICE \$ 24
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/195

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

I.R.C. NO: 98/3237

DATE APPROVED/COMMENCEMENT: 26 June 1998

TERM: Expires 24 August 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all clerical and administration employees who are bound by 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 ENTERPRISE AGREEMENT 1998**

1. TITLE

This Agreement shall be known as the Email Major Appliance Group – (NSW) Clerical Administration Enterprise Agreement 1997.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply at the establishment of Email Major Appliance Group, 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) to all employees being, Clerical and Administration employees who are bound by the terms of Clerical and Administrative Employees (State) Award.



4. PARTIES BOUND

The parties to this Agreement are:

- (i) Email Major Appliance Group;
- (ii) All employees of Service departments, 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 organisations that represent the employees defined in (b), namely:
 - (a) The Federated Clerks Union, ^{of Australia New South Wales} ~~NSW Clerical and Administration~~ Branch.

PO 26/6/98
JA 26/6/98

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of ^{Approval} ~~Registration~~ of this Agreement and shall remain in force ^{until} ~~for a period of eighteen (18) months to the~~ 24th August, 1999. *PO 26/6/97* *JA 26/6/98*

6. 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 (29/1/98) 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.

Email Limited MAG agree to flow on any allowance increases that take place in the Award for the duration of the Enterprise Agreement.



7. PREVAILING BUSINESS ENVIRONMENT

- (i) The prevailing Australian economy has a significant bearing on the Service, Spare Parts & Sales business activities.
- (ii) Over the life of the agreement business conditions will continue to be competitive which will mean there will be ongoing pressure for the Service, Spare Parts and Sales area to achieve best practice activities.
- (iii) The benefits of productivity improvements must be directed to meeting the business challenges which will contribute to the long term interests of the Service, Spare Parts and Sales Divisions of Email MAG.

Significant areas of change impacting on the divisions include;

(a) Product Design

The company continues to design and develop products which have performance and features which meet and exceed customer expectations. These new products are technically advanced, more reliable and environmentally responsible.

(b) Information System

The company has not yet implemented many of the modern communication systems to improve information availability. A development program of new systems will be progressively implemented.

8. OBJECTIVES

The company views as absolutely essential, the continuing necessity for future increases to wages and benefits to be fully funded through improvement activities and these activities will substantially contribute to cost reduction of the business to ensure the future of the Divisions.

It is the objective of the parties to the agreement to enhance the viability of the divisions by implementing all facets of the agreement together with a continuous improvement process to meet the challenge of the prevailing business environment in a cooperative manner.

Service, Spare Parts and Sales, its employees can pursue and continue to implement strategies which will significantly improve efficiency, flexibility and productivity through the concepts of continuous improvement.

9. CONTINUOUS IMPROVEMENT

Service, Spare Parts and Sales, its employees and the Unions will continue the commitment to the philosophy of continuous improvement and will work together to remove all barriers which obstruct efforts to advance improvements in Quality, Cost and Delivery of Service to our customer bases.

10. SERVICE, SPARE PARTS AND SALES OPERATIONS

(i) Service, Spare Parts and Sales Operating Systems

Service, Spare Parts and Sales, its employees and the Unions will continue to be committed to developing and implementing all processes and methods which provide long term productivity and customer satisfaction. This will be achieved by improvements through the elimination of all kinds of waste.

The parties are committed to the implementation in the workplace of continuous improvement activities to achieve the objectives of this agreement. Those activities may include, but are not limited to, the following examples:

- (a) Commitment to extending hours of operation to meet changing customer needs
- (b) Inter – departmental multi-skilling and upskilling for employees with the ability to take on upskilling activities.
- (c) Elimination of waste and rework activities
- (d) Work with contractors and consultants who are engaged by the Divisions
- (e) Problem solving on a joint basis
- (f) Adoption of business performance monitoring systems
- (g) Customer relations improvement techniques
- (h) Part-time employees only to receive penalty rates when weekly hours exceed 38 per week.
- (i) Perform any work as the Divisions may from time to time reasonably require within the limits of the employee's competence and safe work practices.
- (j) All employees to participate in individual skills analysis and attend training and development programs to meet future business requirements. Any training conducted outside normal working hours will be paid at overtime rates or taken as time in lieu.
- (k) Any time worked beyond an employees normal finishing time of up to one (1) hour will either be paid for actual time worked at overtime rates or may be taken as time in lieu.

Specific areas are described in subclauses (ii), (iii), (iv), (v), (vi)



(ii) **Service Call Centre**

- (a) To develop and implement improved working systems which meets customer demands and business trends. A flexible seven (7) day working week format is required. The specifics of shifts, days, hours and loadings will be discussed and agreed through the Consultative Committee throughout the life of this agreement.

NB: Employees will not be required to work more than five (5) days per week.

- (b) When designated on telephones employees to have a minimum occupancy rate of 80%.
- (c) Customer Service Advisors should finalise customer queries within one (1) hour, if this is not possible advise the customer within this time span that the problem is under investigation.
- (d) In accordance with Clause 6 (1) (g) of the Clerical and Administrative Employees (State) Award, "The starting time when once fixed in accordance with this subclause shall not be altered without seven (7) days notice being given by the employer to the employees". However, in an urgent business requirements, an employer and employee may agree to change such employee's commencing and ceasing times with less than seven (7) days notice.



(iii) **Spare Parts Shops**

- (a) Roster of hours as follows. Duties to be scheduled to provide continuous operation and sole responsibility of shops will be required.

Peak periods (1st November - 15th April) between 7:30 am – 5:30 pm, Monday to Friday.

Saturday's between 8:00 am – 1:00 pm will continue to be on a voluntary basis and paid at overtime rates.

Non-Peak periods (16th April - 30th October) between 7:30 am – 5:00 pm, Monday to Friday.

Saturday's between 8:00 am – 1:00 pm will continue to be on a voluntary basis and paid at overtime rates.

All locations will operate within the span of hours 8:00 am – 1:00 pm on Saturdays depending upon business requirements and any changes to current arrangements will be discussed with employees of that location.

- (b) All staff who have customer contact are to wear company provided uniforms, including name badges. During the life of this agreement a one-day selling skills course is to be attended by all employees.
- (c) Operations of a spare parts shop require staff to respond to telephone enquires (from 13 13 50), serve all customers; receive, put away, pick and pack spare parts; handle back orders, customer follow ups. All staff are required to cover all functions and work in a multi-skilled environment.

(iv) Wetherill Park – (Service Only)

- (a) By agreement with employees all Wetherill Park Service employees will take time in lieu in place of overtime.

(v) Accounting & Administration departments

- (a) By agreement with employees all Accounting and Administration employees will take time in lieu in place of overtime.
- (b) Service accounts receivable staff to trial extended hours (up to 6:00 pm) with staggered start and finish times to extend coverage of Western Australian customer enquiries. Staggered times to be discussed with employees and trial to be evaluated at the completion of eight (8) weeks.

(vi) Customer Central and Customer Care

- (a) To develop and implement improved working systems agreed by both parties which meets customer demands and business trends. A flexible seven (7) day working week format is required. The specifics of shifts, days, hours and loadings will be discussed and agreed through the Consultative Committee throughout the life of this agreement.
- NB: Employees will not be required to work more than five (5) days per week.
- (b) When designated on telephones employees to have a minimum occupancy rate of 80%.



11. CASUAL/TEMPORARY EMPLOYMENT

- (a) Casual/temporary employees may be engaged for specific times and tasks, including replacements for annual, long service leave, sick leave, maternity/paternity leave, training or special projects.
- (b) Casual/temporary employees can be engaged for periods to meet peak and non peak periods.
- (c) Managers of work areas where casual employees are engaged are to advise the permanent employees of such engagements.
- (d) All casual/temporary employees engaged will meet the requirements of the position and will be verified by appropriate skills/ability testing.
- (e) Casual employees will be engaged on the same gradings as full time employees plus loading.
- (f) Casual employees to be given the opportunity to fill full time and / or part time positions when they arise.
- (g) In the case of long term staff absences, including maternity/paternity leave, extended sick leave, long service leave of up to twelve (12) months employees will be engaged on the same conditions as a full time employee but for a specific period of time (a fixed term contract).

12. ROSTERED DAYS OFF

- a) In customer contact areas (Service Call Centre, Spare Parts Shops, Customer Central and Customer Care) employees may choose to accept payment for up to six (6) rostered days off in lieu of them being taken during the peak months of October, November, December, January, February and March each year.
- b) Employees will be given a form to complete in August to indicate their decision and for the company to make arrangements for payments. Payments will be made at the end of the forfiet period.
- c) This system to commence 1st April, 1998.



13. UNIFORMS

- (a) Where there is mutual agreement with employees, uniforms in customer contact areas will be provided for employees for compulsory wearing. Where the uniform option is not chosen, professional business attire is required (no jeans, leggings, tank tops, joggers, shorts etc). New employees will need to complete their three (3) month probation period prior to being issued with their uniforms and part time and casual staff will receive a pro-rata allowance of the below allowance.
- (b) **Allowance:** 3 shirts or blouses (or combination), 2 pants or skirts (or combination) every year and 1 jacket or jumper every two (2) years.
- (c) Uniforms to be supplied through the life of this agreement.
- (d) This system will be evaluated at the conclusion of the first year for its possible improvement and / or renewal.

14. UNION TRAINING LEAVE

Total of five (5) days paid leave per year for union training, with a maximum of three (3) days taken by one individual. Subject to advance notification being given to management and commercial business requirements not being compromised. Flexibility on specific courses will be considered.

15. MEAL ALLOWANCE AND BREAKS

All staff who work an hour and a half (1.5 hours) beyond their normal finishing time will be entitled to claim a meal allowance at the current award rate.

Employees will continue with current flexible arrangements in regards to breaks.

16. CONSULTATIVE COMMITTEE

There is agreement that the Consultative Committee (C.C) will be established for the purpose of negotiating and implementing the Email Limited Major Appliance Group Clerical Administration Enterprise Agreement 1997. Such committee shall consist of representatives of management and delegates of the union. The committee shall be primarily responsible for implementing and monitoring this Agreement.

17. FULL UTILISATION OF SKILLS

The parties recognise that despite improved co-operation that now exists from previous agreements, that further reductions in demarcation are required to bring about more flexibility in order to meet demands imposed by variables such as competition, economic constraints and legislative requirements. Ability to respond to such demands is imperative to the viability of the Service, Spare Parts and Sales Divisions and therefore the parties accept that resultant change is an integral part of our culture.

Such change will be realised through greater team involvement and management will be dedicated to implementing change in a consultative and co-operative manner.



18. WAGES

- (i) Wages will be increased as follows for the employees subject to this Agreement:
 - (a) 3.75% shall be payable from the beginning of the first full pay period to commence on or after the date of agreement (date voted 29/1/98).
 - (b) 3% shall be payable from the beginning of the first full pay period to commence twelve months after the date referred to in (a) of this Subclause.
- (ii) The wage increases specified in subclause (i) 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.
- (iii) The wage increases referred to in subclause (i) of this Clause shall not be absorbed into any overaward payment.
- (iv) There shall be no further wage increases for the life of the Agreement.

19. PAY EQUITY

Employees will be paid based on their skills, which includes the current practice with juniors.

20. LONG SERVICE LEAVE

Employees will accrue, from 1 April, 1998, Long Service Leave at the rate of 1.3 weeks per year of continuous service. Pro-rata Long Service Leave will be phased in from the above date as per the attached schedules in Appendix "A".

21. SUPERANNUATION

In the event that legislation comes into force which has the affect of overriding, changing or suppressing the relevant superannuation award ((in this case the Email Ltd (Superannuation) Award 1996 at 1st June, 1997)), then the terms of the relevant superannuation award prior to this event shall continue to apply as terms of this agreement.

22. REDUNDANCY

All parties agree to negotiate and finalise a separate three (3) year enterprise redundancy agreement by the 30th April, 1998.



23. NO EXTRA CLAIMS

It is a condition 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 the duration of this Agreement as specified in Clause 5 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 condition of this Agreement that the Unions and each of the employees bound by it will not take industrial action (including bans and limitations) in support of extra claims, award or overaward, for the duration of this Agreement specified in clause 5 of this Agreement.

24. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the Avoidance of Industrial Disputes procedure under the Clerks (State) Award New South Wales.

25. NOT TO BE USED AS A PRECEDENT

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

26. CONTINUOUS IMPROVEMENT

Management and its employees covered by this Agreement are committed to searching for areas where business operation improvements can be made and implementing such improvements as part of this Agreement.

27. RENEWAL OF AGREEMENT

Discussions will take place within the consultative committee no later than three (3) months prior to the expiry of this Agreement and no later than two months for formal discussion with the Union organisers to discuss the nature of changes, if any, for any future Agreement.

BY THE COMMISSION

COMMISSIONER



FEDERATED CLERKS' UNION OF AUSTRALIA
N.S.W. BRANCH

(Signature)
The Federated Clerks Union ~~NSW Clerical~~
~~And Industrial Workers' Union~~

(Signature)

(Signature)
Michael Want
State Secretary

Dated this 5th day of JUNE 1997

Email Limited Major Appliance Group

(Signature)

(Signature)
Christine Parkinson
Personnel Officer

Dated this _____ day of _____ 1997

APPENDIX "A"

LONG SERVICE LEAVE

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Use the following chart to work out when your full entitlement of 13 weeks Long Service Leave is due

Completed Years of Service	New Provisions	Current Provisions
0 YEAR	10 Years	15 Years
1 YEAR	9 Years 4 Months	14 Years
2 YEARS	8 Years 8 Months	13 Years
3 YEARS	8 Years	12 Years
4 YEARS	7 Years 4 Months	11 Years
5 YEARS	6 Years 8 Months	10 Years
6 YEARS	6 Years	9 Years
7 YEARS	5 Years 4 Months	8 Years
8 YEARS	4 Years 8 Months	7 Years
9 YEARS	4 Years	6 Years
10 YEARS	3 Years 4 Months	5 Years
11 YEARS	2 Years 8 Months	4 Years
12 YEARS	2 Years	3 Years
13 YEARS	1 Year 4 Months	2 Years
14 YEARS	8 Months	1 Year
15 YEARS	Nil	NIL

EXAMPLE:

If you have worked for Email for 10 years you will have to work a further 3 years and 4 months before your full entitlement of 13 weeks Long Service Leave is due.

THIS NEW SYSTEM WILL COMMENCE ON 1 APRIL, 1998

LONG SERVICE LEAVE

PRO-RATA ENTITLEMENT



Completed Years of Service	New Provisions	Current Provisions
0 YEAR	7 Years	10 Years
1 YEAR	6 Years 4 Months	9 Years
2 YEARS	5 Years 8 Months	8 Years
3 YEARS	5 Years	7 Years
4 YEARS	4 Years 4 Months	6 Years
5 YEARS	3 Years 8 Months	5 Years
6 YEARS	3 Years	4 Years
7 YEARS	2 Years 4 Months	3 Years
8 YEARS	1 Years 8 Months	2 Years
9 YEARS	1 Years	1 Year
10 YEARS	Nil	NIL

EXAMPLE:

If you have worked for Email for 7 years you will have to work another 2 years and 4 months before you are eligible for pro-rata Long Service Leave entitlements.

THIS NEW SYSTEM WILL COMMENCE ON 1 APRIL, 1998