

ENTERPRISE AGREEMENT

NO: E.A. 279 /1993

DATE REGISTERED: 16-9-93

PRICE: \$ 10-00

UNITED CUSTOMER SERVICE AUSTRALIA PTY LIMITED

STORE ENTERPRISE AGREEMENT 1993

1. TITLE

This Agreement shall be referred to as the United Customer Service Australia Pty Limited Store Enterprise Agreement 1993 (hereafter referred to as the Agreement).

2. ARRANGEMENT

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3. APPLICATION AND INCIDENCE

The application of this Agreement will apply at the establishment of United Customer Service Australia Pty Limited at 3 Figtree Drive, Homebush NSW 2140 and the incidence of this Agreement shall be as prescribed by Storemen and Packers General (State) Award, insofar as those provisions relate to the parties referred to in Clause 5, Parties Bound, to this Agreement.

4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

5. PARTIES BOUND

- (a) United Customer Service Australia Pty Limited of 3 Figtree Drive, Homebush NSW 2140 trading as Philips Service
- (b) All employees, whether members of the union in subclause (c) or not, engaged in any of the occupations, industries or callings specified in the Storemen and Packers General (State) Award and who are employed at United Customer Service Australia Pty Limited trading as Philips Service, 3 Figtree Drive, Homebush NSW 2140.
- (c) National Union of Workers (NSW Branch).

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after _____ and shall remain for a period of 12 months.

7. **WAGE INCREASE**

(a) In accordance with this Agreement, wage increases are payable as follows:

Employee Classification under Storemen and Packers General (State) Award	Wage Increase
Storemen and/or packer in other stores	4.5%

(b) The wage increase in subclause (a) hereof shall be payable from the beginning of the first full pay period to commence on or after 1993.

(c) The wage increase specified in subclause (a) of this Clause shall be payable in addition to the award rate of pay as defined under the Storemen and Packers General (State) Award, and for the purpose of this Agreement, the total amount shall constitute part of the all purpose award rate of pay in respect of employees covered by this Agreement.

(d) The wage increases referred to in subclause (a) of this Clause shall not be absorbed into any overaward rates.

8. **DISPUTE SETTLEMENT PROCEDURES**

The Company and its employees agree that the intention of these procedures is to establish effective and efficient processes for resolving disputes relating to conditions of service, which are common to all staff, by measures based on consultation, co-operation and discussion, and to promote a relationship between the parties and between the Company and its employees which is conducive to good industrial relations.

(a) General

(i) The Company and its employees agree that the spirit and intention of these procedures is to establish a relationship of mutual trust and confidence between the parties and between the Company and all employees who are award related.

(ii) Where a grievance, claim or dispute arises out of or in relation to the award covering those employed by the Company or where it concerns a group of employees or an important principle, it is agreed to have it dealt with in terms of the procedures set out below.

(iii) In dealing with grievances, claims or disputes in terms of these procedures, the Company and its employees agree that they shall be settled in an orderly manner, as expeditiously as possible.

- (iv) While these procedures are being followed, the Company and its employees agree that without prejudice to their positions in respect to a grievance, claim or dispute, they will ensure that normal work continues.
- (v) Where a grievance, claim or dispute has not been resolved at any level of the procedure within reasonable time limits, either the Company or its employees will have the right to progress the matter to the next stage.

(b) Procedures

Subject to the provisions of the Industrial Relations Act 1991, grievances, claims or disputes shall be dealt with as follows:

- (i) Discussion on the job between the employee(s) concerned and his/her immediate supervisor, where applicable.
- (ii) Discussion between the Union delegate and the Human Resources Officer.
- (iii) If discussion between the Union delegate and the Human Resources Officer does not resolve the matter satisfactorily within five (5) working days, the matter at issue will be referred to the Union and to the Manager or his/her nominated representative.
- (iv) If the matter is still not resolved, either the Company or the Union may refer it to the Industrial Relations Commission of New South Wales and seek the Commission's assistance in resolving it.

9. **PRODUCTIVITY MEASURES**

The following matters are agreed between the National Union of Workers (New South Wales Branch) and United Customer Service Australia Pty Limited trading as Philips Service and are aimed at increasing the productivity, efficiency and flexibility of the Enterprise.

(a) Same Day Service

Employees in the Central Warehouse will endeavour to despatch orders to customers on the same day that an invoice comes into the store.

All reasonable efforts will be made to complete all issues including the last one of each day.

(b) Working Hours

The warehouse will continue to operate between the hours of 6.00 am and 4.30 pm on Monday to Friday, and between the hours of 6.00 am and 12 noon on Saturday.

This is to be achieved through staggered start and finish times to be agreed between the parties.

Employees will continue to make themselves available for reasonable overtime as per the Storemen and Packers General (State) Award.

(c) Multi-skilling

Employees agree to undertake suitable training to increase skill levels so that greater operational flexibility can be achieved. This operational flexibility shall be discussed by the consultative committee before implementation but it is envisaged that it will apply to the following areas:

Goods Inwards
Picking and Packing
Despatch
Maintenance
Cleaning and Cardboard Collection
Stocktake
Post
Credits

(d) Outside Training

The company agrees to financially support training undertaken by employees offsite and out of hours provided that such training is recognised as relevant.

(e) Productivity Improvements

The parties agree to make all reasonable efforts to meet the following productivity improvement goals.

- (i) Picking, Packing and Despatch - same day as order received.
- (ii) Receiving Goods (and put away ready for sale) - within the working days
- (iii) Credits - completed within 48 hours.
- (iv) Picking and Packing times (per line) - equal or less than to set target.
- (v) Putting away time (per line) - equal or less than to set target.

(f) Consultative Committee

The site consultative committee will develop a constitution.

Further, the committee shall work to promote the aims of the Enterprise Agreement and deal with problems that may arise.

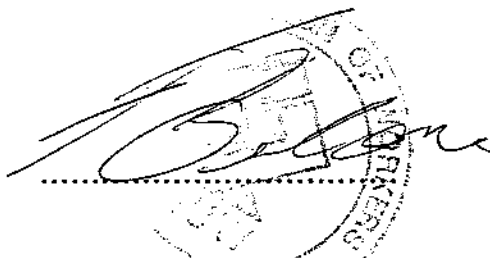
10. NO EXTRA CLAIMS

The parties to this Agreement agree that there shall be no extra claims made, Award or over-Award, for the life of this Agreement, except when consistent with National Wage Case decisions.

11. DURESS

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

For and on behalf of the National
Union of Workers (NSW Branch)

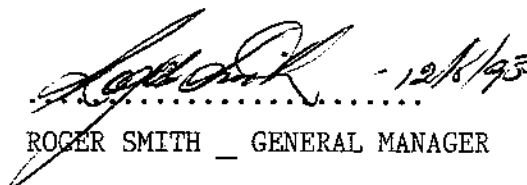


Dated 18.5.93

For and on behalf of United Customer
Service Australia Pty Limited trading
as Philips Service



Dated 27/04/1993



ROGER SMITH _ GENERAL MANAGER