

ENTERPRISE AGREEMENT

NO: E.A. 161 /1994

DATE REGISTERED: 17-5-94

PRICE: \$ 24-00

ORIGINAL

EMAIL LTD, MAJOR APPLIANCE GROUP (CLERKS) ENTERPRISE BARGAINING AGREEMENT 1994.

1. TITLE

This agreement shall be known as the Email Ltd, Major Appliance Group (Clerks) Enterprise Bargaining Agreement 1994.

2. ARRANGEMENT

This agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause Number</u>
Arrangement	2
Avoidance of Industrial Disputes	8
Counselling and Disciplinary Procedure	13
Date and Period of Operation	4
Declaration	18
Display of Agreement	19
Electronic Fund Transfer	16
Employee Relations, Training and Career Opportunities	12
Health and Safety	14
Hours Flexibility	11
National Standards	7
Ordinary Hours Flexibility	10
Parties to the Agreement	3
Pay Slips	15
Relationship to Parent Award	5
Review of this Agreement	17
Single Bargaining Unit	6
Title	1
Wage Increase	9

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

(i) Email Limited, Major Appliance Group - Sales, Sales Administration and Service/Parts - Riverwood, Guildford, Rockdale and Waitara.

(ii) All clerical administrative employees whether members of the Federated Clerks Union of Australia (New South Wales Branch) or not and who are employed at the locations listed in (i) above.

(iii) The Federated Clerks Union of Australia (New South Wales Branch)

4. 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 registration and shall remain in force for a period of twelve months.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks (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.

6. SINGLE BARGAINING UNIT

For the purpose of negotiating an Enterprise Agreement a clerks single bargaining unit has been established.

7. NATIONAL STANDARDS

This agreement shall not operate so as to cause any employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave and long service leave.

8. AVOIDANCE OF INDUSTRIAL DISPUTES

The following procedure shall be observed for handling grievances and settling disputes. This procedure will not restrict the employer or a duly authorised union official from making representation to each other.

The Union and the Employer shall notify each other in writing of the names and titles of duly accredited representatives.

Step 1. In the first instance the employees, with the accredited Union representative if they wish, shall explain and discuss the problem with their immediate supervisor.

Step 2. If the matter is not resolved, the union delegate and the supervisor shall discuss the problem with the department manager and if still not resolved then it should be discussed with the Personnel Manager. Their discussions should take place within 24 hours or such other period as agreed, with the accredited Union representative. At this stage the Union Organiser may be involved.

Step 3. At any stage of the procedures the parties may seek the assistance of the Industrial Relations Commission.

Where a bona fide safety issue is involved the matter must be progressed through the appropriate Occupational Health and Safety procedures.

Whilst the procedure is being followed work shall continue as normal.

The Union reserves the right to be involved at any stage.

9. WAGE INCREASES

(a) Wages will be increased as follows:

3.0% from the first pay period to commence after the date of registration of this Agreement

3.0% six months following date of registration

(b) The wage increases prescribed in subclause (a) shall be payable in addition to the current actual rate of pay and shall constitute part of the all purpose rate of pay.

(c) The wage increases prescribed in subclause (a) hereof shall not be absorbed into any over award payment.

(d) In accordance with the terms of the December 1993 State Wage Case decision there shall be no further wage increases for the life of this Agreement except when consistent with a State Wage Case decision.

10. ORDINARY HOURS FLEXIBILITY

In accordance with Clause 6 (1) (g) of the Clerks' (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 emergency, an employer and employee may agree to change such employee's commencing and ceasing times with less than seven (7) days' notice: provided that the employee shall be entitled to have the union delegate present when such matters are discussed."

R.D.O.'s will continue.

11. HOURS FLEXIBILITY

SERVICE/PARTS OPERATIONS -

Regional Service Centres

Actual hours worked shall be between the span of 7.30am to 6pm Monday to Friday with *staggered start/finish times to meet the needs of the enterprise. (Note: Award ordinary span of hours will remain 6am to 6pm).

Subject to the needs of the enterprise two persons will work on a roster basis from 8am to noon on Saturdays.

Spare Parts Office

Ordinary hours shall be worked between the span of 7.30am to 6.00pm with *staggered start and finish times to suit the needs of the enterprise.

The Spare Parts Counter at Riverwood at times may need volunteers from the clerical area to staff the counter on Saturdays between the hours of 8am to noon.

Service Administration

Current hours are suitable at the present time. The Company reserves the right to approach the department at a later date regarding *staggering of hours should it be required.

Three people have indicated a willingness to work additional hours in other departments if required. Volunteers would be called for within the department in the first instance, before approaching people external to the department concerned.

Training will be provided to any employee assisting in another department.

* It is the intention of the Company to have some employees begin work earlier than others so that the department will operate on staggered start and finish times to give longer hours of coverage.

Remuneration

Every employee will have the choice of being paid overtime for work (Monday to Friday) that exceeds their normal daily hours or having the equivalent time off in lieu.

Every employee will have the right to discuss with the Manager the option of working up to 10 hours in any one day, paid at ordinary rates, to a total of 36 hours 50 minutes in any week. Any time worked beyond 36 hours 50 minutes in any week of Monday to Friday will be paid as overtime. The introduction of this would need to be agreed to by both parties and in accordance with the provisions of Clause 6 (1) (iii) of the Clerks (State) Award "... ordinary hours of work ... may be worked up to 10 hours on any day. Where ... ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned." ("Majority of employees" for this Agreement means an individual department or team.)

Note: Ordinary span of hours remains as per the Award 6am to 6pm Monday to Friday.

Actual hours worked is the current span being utilised by the individual department.

New Employees on joining the organisation will be advised at the time of interview of the actual hours currently worked and that the hours worked may change with a week's notice in writing by the company, within the ordinary span of hours.

SALES OPERATIONS -

International

This Department is a Sales Division involved in exporting our products to approximately 40 countries. Due to different time zones in those countries it is difficult to service these customers needs in the current span of 8.15am to 4.30 pm.

All the Team have agreed that the current span of hours will be altered to 8am to 6pm.

Actual working hours will be either 8.00am to 4.15pm or 8.15am to 4.30pm. When workload requires overtime the employee will have the option of paid overtime or time off in lieu.

There is no requirement at present for weekend work. The company reserves the right to raise this issue at a later date should this become necessary.

E.D.P.

This section has internal customers throughout Australia who require access to our computer systems. To service the needs of these customers some work needs to be done outside of Monday to Friday.

Back up of systems involve short visits to the site on some weekends. It has been agreed by the parties that any broken time worked outside of standard hours will be recompensed as follows-

- (a) Travel and inconvenience, (one round trip), to be paid as 30 minutes worked and
- (b) minimum time paid per visit being 30 minutes. If time worked exceeds 30 minutes, paid to next half hour.

All time on weekend paid at overtime rates.

This Clause will be subject to total review should any changes occur in the circumstances of the department's employee/s.

Customer Central

Customer Central is the name of the new internal customer sales centre located at Riverwood. The departments comprising Customer Central are the internal state sales offices of Westinghouse, Simpson & Kelvinator, Commercial Division, and the administration/accounting areas - Credit, NSW Admin and Mailroom/Switch/Reception areas.

Customer Central has been developed to provide a "one stop shopping point" to serve all of our customers needs. Our customers will be able to order and obtain information about all the brands we sell along with any accounting and credit requirements from one centralised team of customer professionals.

Teamwork and Training

Everyone within Customer Central will be involved in developing the teams and working within the teams to cater for the changing needs of the customer. This will involve learning new skills and actively taking part in training programs, customer surveys and developing new systems of work.

Training and multi-skilling will be major areas of development for all members of the Customer Central team. Where applicable training will be provided in the areas of product knowledge, AS400 computer systems, telephone skills and customer service. Identification of training needs and providing relevant on-going training to assist in team and individual development will be an important part of Customer Central.

All members of Customer Central will belong to one or more teams and actively participate in the team process. A system will be introduced where two members of the same internal team learn about each others jobs and specialties to develop new skills with support and assistance from one another. Applicable additional training will also be provided in company time and at company expense.

Operating Hours of Customer Central

Ordinary span of hours will be 6am to 6pm Monday to Friday. Teams will determine individual start and finish times within these hours. (It is expected that the earliest starting time will be 7.30am but the award span of hours will remain available.)

Team members of Customer Central will have the option of working up to ten hours (paid at ordinary rates of pay) in any one day or more, Monday to Friday between 6am to 6pm, to a maximum of 36 hours 50 minutes worked in any one week. The introduction of this would need to be agreed to by both parties and in accordance with the provisions of Clause 6 (1) (iii) of the Clerks (State) Award "... ordinary hours of work ... may be worked up to 10 hours on any day. Where ... ordinary hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned." ("Majority of employees" for this Agreement means an individual department or team).

Any hours in excess of the standard 36 hours 50 minutes, worked Monday to Friday to be paid as overtime or equivalent time off in lieu of overtime. (Should a team member prefer time off in lieu of overtime this would need to be agreed with the State Leader of Customer Central.)

Thursday night - any work between 6pm to 9pm paid as overtime. Teams to develop a voluntary roster.

Saturday 9am to 4pm paid at overtime rates. Teams to develop a voluntary roster.

Sunday work between the hours of 10am to 4pm paid at overtime rates. Teams to develop a voluntary roster.

If any employee wishes to work a regular five and a half day week at ordinary rates, i.e. Saturday 4 hours between 8am and noon and the balance of 32 hours 50 minutes work

between Monday to Friday, the Saturday allowance will be paid as per the award, plus an additional Email allowance of \$ 10.90 will also be paid.

A minimum of two people at any one time will work in Customer Central.

Voluntary Roster

The working of additional hours on weekends and Thursday evenings will, if possible, be voluntary, but the company reserves the right to roster staff on if not enough team members volunteer.

New Employees

Any new employees who join Customer Central will be required to -

- * be on a roster for weekend and after hours work
- * agree to flexible start and finish times (span 6am to 6pm) with one week's notice in writing of any change to current span of hours worked
- * undertake training as required
- * actively participate in teamwork
- * agree to multi-skilling

12. EMPLOYEE RELATIONS, TRAINING AND CAREER DEVELOPMENT

A. Staff Vacancies

Any clerical position which becomes vacant at a location within MAG in New South Wales (except Orange) will be advertised on all staff noticeboards. The job title, job functions, grade and department will be shown. Any clerical employee will have the right to make application for the position advertised.

B. List of New and Resigning Clerical Staff

The company will supply to the Union delegate a list each month of all new clerical employees and all employees who have left the company during that period.

C. Personal Files

(i) The personal file and employment record of an employee shall be open to inspection by that employee in the presence of an employer's representative during normal business hours, on two hours notice. On authority of the employee a Union representative may peruse their personal file.

(ii) Where correspondence relating to the discipline of an employee is received, the Employer shall notify the employee concerned and copies of any such correspondence will be furnished upon request.

(iii) Any written comment the employee or the Union wishes to make, arising from such matters, shall be placed on the employee's personal file.

(iv) A letter of complaint shall not be placed in an employee's personal file unless:

(a) The letter is reviewed and a copy furnished to the employee who is then afforded the opportunity to add comment to the letter;

(b) The name of the person(s) writing such a report or letter(s) is clearly identified.

(v) No employee shall be injured in their employment by reason of a charge or complaint in any way until they have been given reasonable opportunity to answer same.

D. Staff Goodwill

The Company has made available to all employees a method of time payment for staff purchases of all Email products.

E. Study Leave

Email MAG Sales and Service wishes to encourage all employees to pursue training and career opportunities. To assist employees with external studies the company has introduced a Study Leave Policy which will be displayed on all noticeboards. External studies must be conducted by a recognised educational institution i.e. University or T.A.F.E. and must be for a Degree, Post Graduate Diploma, Associate Diploma or Certificate, in a discipline that has a recognised career path within MAG Sales and Service. Course eligibility is determined by the company.

Personal development courses and "craft" courses e.g. pottery are ineligible.

F. Trade Union Training Leave (or the Equivalent)

Upon application, an employee, nominated by the Union shall be granted leave by the Company, without loss of pay, to attend approved courses subject to the following conditions:

(i) That each request shall take into consideration normal working manning requirements in the employee's work area.

(ii) That the employer or the employer's nominee receives written notification from the Union a reasonable time prior to commencement of the course and shall include the following details:

(a) the name of any employee seeking leave

(b) the period of time for which leave is sought

(c) the title, description and agenda of the course or courses to be attended

(d) a copy of the syllabus or curriculum of the course or courses to be attended, if available

(iii) Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave, all time spent at the course prior to recall shall be reinstated as if such leave was not taken.

(iv) An employee shall not be eligible to attend such courses until twelve months continuous service has been served with the Company.

- (v) Leave of absence on training leave shall be counted as service.
- (vi) Employees granted leave shall, if requested within fourteen days of the completion of the course or courses for which leave was granted, provide to the employer a report of the nature of the course or courses attended and the employee's observations thereon.
- (vii) Leave under this clause shall be limited to five days in any one year for each nominee.
- (viii) The employer shall only be required to grant leave under this clause to Union delegate/s, trainee delegates and members of the Safety committee who are members of the Union.
- (ix) Only one employee from each department, will be granted leave under this clause, at any one time.
- (x) The employer shall not be required to make payment for any period of leave granted that is not utilised in the attendance at a course, unless the employee can substantiate that the failure to attend the course was due to illness in accordance with the employee's obligations under Sick Leave.
- (xi) The employee shall provide the employer with proof of attendance.

G. Human Resource Data Base

To provide accurate information on employees' skills, qualifications and training the company is introducing a human resource data base to enable employee information to be collected, maintained and updated as training occurs.

As this information has never been recorded before all employees will be requested to fill out a skills analysis data sheet. All information provided by employees will be strictly confidential.

H. Communication and Consultation

In the interest of building co-operation and trust between all parties and to foster better internal communications within the organisation, the Company will notify the employees and the Union of any major changes affecting the organisation as soon as it is able, both verbally and in writing.

These changes include, but are not necessarily limited to

- (i) the cessation or diminution of business or part thereof
- (ii) the place of conduct of the business
- (iii) technological changes which may affect clerical employees required to develop new skills and/or retrain.

I. Appraisals and Skills Development

A formal job appraisal system will be introduced by the company. This will give employees the opportunity to discuss their job, and to identify with the Supervisor/Manager any areas in which the employee may benefit from additional training, conducted either on-the-job or

externally. The company will publish a set of job standards and criteria so that all employees are aware of the job requirements, and will ensure each employee will be appraised against the same standards.

Whenever a performance appraisal is made of an employee it will be discussed with them by the Supervisor/Manager carrying out such appraisal whether it is disparaging to them or not. A copy will be given to the employee who will have five (5) days to consider the contents. Forms will provide space for written comments by the employee and further discussions between the employee and the Supervisor/Manager will occur.

Should an employee not meet the job requirements counselling will take place. If performance does not improve this would be referred to the Union and the provisions under the Formal Counselling and Warning System Clause 13 (iii) would be introduced.

J. Multi Skilling and Job Rotation

The company recognises the importance of multi skilling the workforce and giving employees the opportunity to develop skills in other areas. All training will be provided by the company.

The Service/Parts operations will be able to transfer clerical employees to other Regional Service Centres on occasion to assist with unexpected staff shortages. Employees who are required to attend other regional centres will report for work at their usual place of employment at their usual starting time and will be returned to that place by their usual finishing time. Mode of transport/costs etc to be discussed.

13. COUNSELLING AND DISCIPLINARY PROCEDURE

(i) The employer requires all employees to maintain a fair and reasonable output of work, to protect company property, to co-operate willingly with the company, act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management. Likewise management will maintain the normal standard of decorum towards employees.

(ii) When an employee's performance in any area is of a standard unacceptable to the employer, the formal counselling and warning system set out below will be implemented. The formal counselling and warning system includes the use of formal written notification.

(iii) Formal Counselling and Warning System

Step 1: Counselling

The employee will be counselled by the Supervisor or Manager. It will be the employee's option to have the union delegate or another representative present during the process. The employee will be advised (in writing) that failure to show the required improvement will result in proceeding to Step 2 of this procedure. The counselling will be placed on file and shall remain on file for a period of three months.

Step 2: First Warning

The first warning is issued to the employee by the Supervisor or Manager in the presence of the employee's union delegate. The employee can request that the delegate not be present. The warning will be placed on file and will remain on file for a period of six months. The employee will be advised (in writing) that failure to show the required improvement will result in proceeding to Step 3 of this Procedure.

Step 3: Final Warning

The final warning is issued to the employee by the Supervisor or Manager in the presence of the employee's union delegate, (or nominee.) The warning will be placed on file. Copies of the written warning will be provided to the employee's union delegate and the Supervisor. The formal warning remains effective for 6 months. The employee is advised (in writing) that failure to show the required improvement will result in termination of employment with the company. Every employee shall have the right to inspect the formal warning file relating to their own warnings to ensure their accuracy.

Step 4: Termination of Employment

The employee is advised by the Manager that the employee's services are to be terminated for a further breach of duties and obligations for which the employee has received previous counselling and written warnings. The employee's union delegate must be present, unless the employee requests the delegate not to be present, or prefers another witness.

(iv) Summary Dismissal

The formal counselling and warning system shall not apply to an employee who performs an act of serious and wilful misconduct. Such an act warrants instant dismissal and the offending employee will be advised in writing by the Supervisor or Manager of the reason of termination of employment.

14. HEALTH & SAFETY

A. Site Renovations - Health & Safety

The Company has developed a special health and safety statement for renovations on site, (as distinct from our general safety policy). This statement will be sent to all employees prior to any renovations commencing on site. This statement outlines important safety procedures to be followed, how the company is endeavouring to reduce noise and disruptions and whom to contact if problems are experienced. It is the intent of the company to minimise any inconveniences to employees and to carry out alterations in a safe and healthy environment.

B. Ergonomic Training

The company and employees recognise it is important for the health and well being of all employees to use screen based equipment (S.B.E.) in the correct manner. Research conducted by the NSW Health & Safety Committee has shown that back problems and headaches can result from poor posture and incorrect adjustment of equipment.

The NSW Health & Safety Committee is developing practical material, (sourced from major health authorities), about the correct use of S.B.E. This will be distributed to all employees.

Any employee requiring additional assistance in the use of S.B.E. should contact the Safety Committee, the Rehabilitation Co-Ordinator or the Personnel Department.

15. PAY SLIPS

Employee pay slips shall include the following additional details - current balances for annual leave, sick leave and RDO's. These measures will reduce the amount of broken time experienced by Payroll staff, answering leave entitlement questions.

16. ELECTRONIC FUND TRANSFER

Electronic Fund Transfer (E.F.T) of clerical employees pay will commence within one month from the date of registering of this Agreement.

Employees during that month will either nominate or open an account of their choice with a Bank, Building Society or Credit Union.

The employee's pay will be available in the account on Thursday morning of each week.

17. REVIEW OF THIS AGREEMENT

The agreed review process will be as follows:

The Consultative Committee will meet not less than every three months during the life of the agreement.

18. DECLARATION

The parties to this Agreement declare that they have not entered into this Agreement under duress.

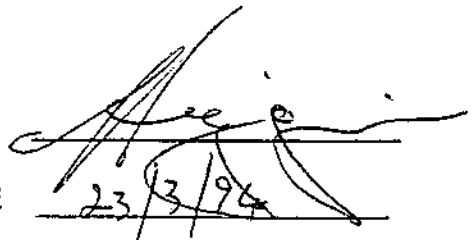
19. DISPLAY OF AGREEMENT

Copies of this Agreement shall be displayed on noticeboards and kept displayed by the Company at the site or sites covered by this Agreement.

for and on behalf of the Federated Clerks Union
of Australia (New South Wales Branch)

Signed

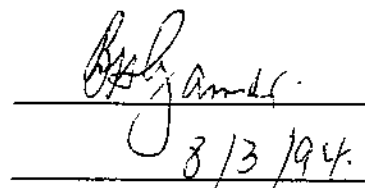
Dated


23/3/94

for and on behalf of Email Limited, Major
Appliance Group, Sales and Service

Signed

Dated


8/3/94