

ENTERPRISE AGREEMENT

NO: E.A. 113 /1995

DATE REGISTERED: 4-4-95

PRICE: \$ 22-00

PHILIPS SERVICE ENTERPRISE BARGAINING AGREEMENT 1994/5

1. **TITLE**

This Agreement shall be referred to as the Philips Service (Sydney Branch) Clerical Enterprise Bargaining Agreement 1994/95 (hereafter referred to as the Agreement).

2. **INDEX**

| <u>Subject Matter</u> | <u>Clause Number</u> |
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3. **APPLICATION AND INCIDENCE**

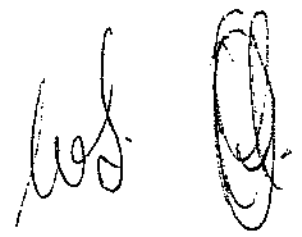
The application of this agreement will apply at the establishment of United Customer Service Australia Pty Limited trading as Philips Service at 3 Figtree Drive, Homebush NSW 2140 and the incidence shall be as prescribed by the Clerks' (State) Award (New South Wales), insofar as those provisions relate to the participants referred to in Clause 5, Parties Bound, to this Agreement.

4. **RELATIONSHIP TO PARENT AWARDS**

This Agreement shall be read and interpreted wholly in conjunction with the Clerks' (State) Award (New South Wales) 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 trading as Philips Service (Sydney Branch)
- (B) All employees, whether members of the unions as specified in subclause (c) or not, engaged in any of the occupations, industries or callings specified in the Clerks' (State) Award (New South Wales) and who are employed by United Customer Service Australia Pty Limited trading as Philips Service (Sydney Branch) of 3 Figtree Drive, Homebush NSW 2140
- (C) Federated Clerks Union of Australia (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 the date of certification and shall remain for a period of 18 months.

7. **PRODUCTIVITY ENHANCEMENT COMMITMENT**

The Company and its employees are committed to improving the productivity and efficiency of the Company consistent with the continuing implementation at enterprise level of the structural efficiency principle. The parties support a broad approach to achieving improved productivity and efficiency.

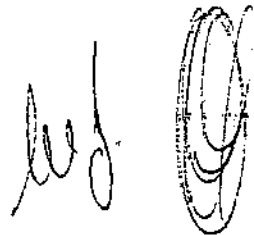
It is the intent of the parties to implement changes agreed under Clause 10 of this Agreement at the earliest possible time.

While the matters covered in this Agreement are broadranging, the parties recognise that the on-going efficiency of the Company will require continuing assessment of new technology applicable to various facets of the Company's operations, and on-going review of work practices. The parties further recognise that additional initiatives, not included specifically in this Agreement, to further improve productivity in the Company may be developed and implemented during the life of this Agreement, following the processes of consultation and discussion between the parties.

Should any extraordinary and special circumstances arise which affect the operation of this Agreement, the parties will confer on the most appropriate course to take to ensure the Agreement's objectives can best be achieved.

8. **WAGE INCREASE**

- (A) in accordance with this Agreement, wage increases are payable as follows:
6% on current rates of pay (as at 22.2.95). The current rate includes the previous 4.5% agreed in Enterprise Agreement No. EA279/93, 16th September 1993.
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- (B) Additional remuneration is available subject to over achievement of the productivity gainsharing measures contained in the matrix attached as Appendix B.
- (C) The wage increase in subclause (a) hereof shall be payable from the beginning of the first full pay period to commence on or after the date of approval of this Agreement.
- (D) The wage increases specified in subclause (A) of this Clause shall be payable in addition to the current rate of pay and for the purposes of these Awards, the total amount shall constitute part of the all purpose Award rate of pay in respect of employees by this Agreement.
- (E) The wage increases referred to in subclause (A) of this Clause shall not be absorbed into any overaward rates.



9. **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.

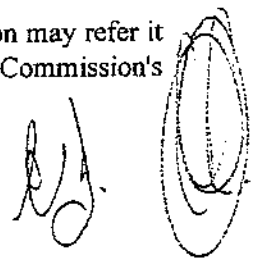
(A) General

- (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~~1988~~ as operative from time to time, grievances, claims or disputes as outlined in para (a)-(ii) above shall be dealt with as follows:

- (i) Discussion on the job between the employee(s) concerned and his/her immediate supervisor, if 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 Australian Industrial Relations Commission and seek the Commission's assistance in resolving it.



- (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 Australian Industrial Relations Commission and seek the Commission's assistance in resolving it.

10. FURTHER PRODUCTIVITY ENHANCEMENTS

Set out below are a number of specific matters which have been identified by the parties as matters to be addressed in the interest of promoting continuing improvements in Company productivity. Progressing of these matters will be reviewed on a regular basis by the negotiating group.

(A) Same Day Service

It is agreed that all reasonable endeavours will be made to ensure that all items for repair are completed on the day they are received, or in the case of field repair on the day for which the repair is booked. The aim is to satisfactorily complete all repairs scheduled for that day including the last one of each day.

To enable the Company to attain this goal it is agreed that all award related staff will adopt a flexible approach to work within a 7.6 hour day, 5 day week (normal time rate), with work rosters to be arranged to cover workloads Monday to Friday.

To meet the requirements for extended service and trading hours, it is agreed that where sufficient demand is identified, normal time may be extended to fall between 7am to 8pm Monday to Friday. Normal trading hours as per market demands on Saturday on agreed basis.

(B) Productivity Improvement

It is agreed that both parties are committed to the continuous improvement of the service process, customer satisfaction, service effectiveness and efficiency. Continuous Improvement methods such as the Improvement Project Process (IPP) and Total Quality Management (TQM) will be used to ensure base level of achievement (see Appendix A).

(C) Review of Progress towards Targets

It is agreed that periodic review of progress towards stated objectives will occur. All reasonable efforts will be taken to coach and support staff to achieve these targets, including the continuing development of staff appraisals and goal setting.

(D) Work Practices Flexibility

In order to allow the Company sufficient flexibility to meet changing customer needs, it is agreed that work practices flexibility will continue. This includes cross training, multiskilling, development of new skills, and the application of new techniques and introduction of new technology.

(E) Training

To ensure that the employees and the Company are able to meet the technical, management and business demands of the future, it is agreed that training and development programs will continue.

It is agreed that the Branch will organise appropriate training to enhance the collective performance of the branch.

Product specific and other training will also be undertaken where the consultative committee deems it necessary.

All employees will have equal access to training. If an employee believes they are being treated unfairly they should raise their grievance with any consultative committee member or their supervisor, who shall investigate the claim and respond to the employee in writing within seven days.

(F) Study Leave

This clause applies to study/training which has been initiated by the Company. External training and study leave will be available to employees covered by this Agreement. Employees will undertake such training depending upon the individuals' training needs to perform the requisite job tasks, and the skill requirements of the Company. Where an employee undertakes training as part of an agreed training program conducted on or off the job and such training is undertaken during ordinary working hours, the employee shall not suffer any loss of pay. Where such training is undertaken outside ordinary working hours the employee shall receive payment at the rate of ordinary time for time so spent or time off in lieu as agreed. Normal working hours will be used as the basis of payment for residential training courses or one day courses that run over normal working time. Self development programs may be sponsored by the Branch subject to approval.

(G) Redundancy

In the event of redundancy being necessary the following procedures shall be followed:

- (i) Call for volunteers to accept redundancy. Their acceptance or otherwise will be relative to the needs of the business.
- (ii) If more redundancies are necessary, employees junior in service with the Company will be released in order (last in, first out) relative to the needs of the business.

(H) Quantum - (see Appendix "C")

(I) Consultative Processes

The parties believe that effective consultation is a means of avoiding dispute situations from arising. It will also encourage and support an environment in which management and employees have a shared commitment to continuing productivity and efficiency improvements.

In this context, the Company will arrange for meetings with employees delegates on a regular basis to discuss progressing of issues in the agreement and any other issues which may have a significant impact on employees and their working environment where required and or deemed appropriate Union officials could be invited to attend.

11. **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.

12. **DURESS**

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

APPENDIX A

BASE LEVEL

| Recovered Hours | Repeat Calls | Customer Complaints % of Calls | W.I.P. | Average Price per Repair | % Call Drop Out | Gives | Overtime | Cust Survey | \$ per Hour |
|-----------------|--------------|--------------------------------|--------|--------------------------|-----------------|-------|----------|-------------|-------------|
| 90% | 5% | 1% | 50% | \$146 | 5% | 2% | 8% | 90% | \$115 |

APPENDIX B - GAIN SHARING

| Recovered Hours | Repeat Calls | Cust. Comps % of Calls | W.I.P. | Ave. Price per Repair | % Call Drop Out | Gives | Overtime | Cust Survey | \$ per Hour | Points |
|-----------------|--------------|------------------------|--------|-----------------------|-----------------|-------|----------|-------------|-------------|------------|
| 100% | 0% | 0% | 40% | \$156 | 0% | 0% | 3% | 100% | \$140 | 10 |
| 99 | 0.5 | 0.1 | 41 | 155 | 0.5 | 0.2 | 3.5 | 99 | 137.5 | 9 |
| 98 | 1 | 0.2 | 42 | 154 | 1 | 0.4 | 4 | 98 | 135 | 8 |
| 97 | 1.5 | 0.3 | 43 | 153 | 1.5 | 0.6 | 4.5 | 97 | 132.5 | 7 |
| 96 | 2 | 0.4 | 44 | 152 | 2 | 0.8 | 5 | 96 | 130 | 6 |
| 95 | 2.5 | 0.5 | 45 | 151 | 2.5 | 1.0 | 5.5 | 95 | 127.5 | 5 |
| 94 | 3 | 0.6 | 46 | 150 | 3 | 1.2 | 6 | 94 | 125 | 4 |
| 93 | 3.5 | 0.7 | 47 | 149 | 3.5 | 1.4 | 6.5 | 93 | 122.5 | 3 |
| 92 | 4 | 0.8 | 48 | 148 | 4 | 1.6 | 7 | 92 | 120 | 2 |
| 91 | 4.5 | 0.9 | 49 | 147 | 4.5 | 1.8 | 7.5 | 91 | 117.5 | 1 |
| 90 | 5 | 1 | 50 | 146 | 5 | 2 | 8 | 90 | 115 | Base Level |
| 20 | 20 | 5 | 10 | 10 | 5 | 5 | 5 | 5 | 15 | Weighting |

APPENDIX C

Less than 1 year 1 weeks pay

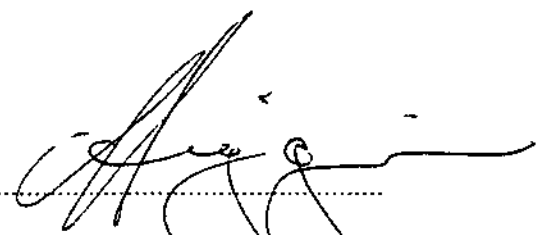
1 year and less than 2 years 5 weeks pay

2 years and up to 3 years 7 weeks pay

Thereafter, 3 weeks ordinary pay for completed years with a maximum of 52 weeks pay.

"Weekly pay" means the ordinary time rate of pay for the employee concerned.

DATED: 16/11/94

SIGNED: 

FOR AND ON BEHALF OF THE FEDERATED
CLERKS UNION OF AUSTRALIA (NSW)
BRANCH

DATED: 24. 10. 1994

SIGNED: 

FOR AND ON BEHALF OF UNITED
CUSTOMER SERVICE AUSTRALIA LIMITED