# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO:** 

EA02/82

TITLE: Coca-Cola Amatil (Aust) Pty Ltd Equipment Service Enterprise

Agreement (Sydney) 2001

I.R.C. NO:

2001/8460

DATE APPROVED/COMMENCEMENT: 21 December 2001

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**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees employed in the Equipment Services Division undertaking word as provided under the agreement's classification structure and are covered by the Electrician's (State) Award 1995

**PARTIES:** Coca-Cola Amatil (Aust) Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch





# COCA-COLA AMATIL (AUST) PTY. LTD. EQUIPMENT SERVICE

## **ENTERPRISE AGREEMENT (SYDNEY) 2001**

Registered Enterprise Agreement

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## 1 INTRODUCTION

#### **Our Mission**

At Coca-Cola Amatil we will continuously strengthen our position as the leading growth Company bottling non- alcoholic, ready-to-drink beverages in the Asia Pacific region to deliver profitable growth and to maximise shareholder value.

The brands of The Coca-Cola Company are the cornerstone of our success in satisfying our consumers and customers with the highest quality products and services through dynamic, dedicated and responsive people.

Coca-Cola Amatil has been ambitious in establishing an Equipment Service operation capable of providing a level of service to customers within NSW that is synonymous with the name 'Coca-Cola".

The NSW Equipment Service operation is designed to enable Coca-Cola Amatil to deliver efficient, effective and flexible customer service via a passionate and knowledgable team of dedicated Equipment Specialists – GDM/Fountain/FCB and Equipment Refurbishment Specialists.

#### 1.1 Our ambition....

is to become the Australian market leader in the provision of technical service, being an integral part of the CCA business we will add value to internal and external customer relationships.

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#### We will achieve this by....

providing a service that enables and assists customers to achieve success in their partnership with CCA. This will be realised through delivery of professional, timely and helpful service and information. We will work towards pro-active

management of customer needs while at all times working closely to meet the objectives of our internal customers.

#### Success is dependent upon us....

The Equipment Service Team is the most important part of the CCA Equipment Service operation. Without the best people we can not, together, deliver great service to our customers.

With a focus on learning and development the Equipment Service philosophy is to provide individuals with the resources, skills, knowledge and support to succeed. As such the Equipment Service operation seeks to attract people who are flexible and innovative and enjoy the challenge that customer service provides.

A structure comprising a variety of roles including Equipment Specialists, and Equipment Refurbishment Specialists within 4 levels, including key performance indicators provides a framework for individuals to achieve their own as well as CCA's business goals.

The Equipment Service operation's success needs to be built upon a foundation of trust, participation, shared goals and the belief that individuals should not only be challenged but also have the desire to challenge the process. It is this emphasis on continual personal and business learning that makes Equipment Service a demanding but ultimately a rewarding and satisfying place to work.

As part of any relationship there needs to be an understanding of how we work together and what rewards and benefits are available in our pursuit of becoming the market leader in the provision of customer service. The following pages will provide you with a general guide and an understanding of our joint beliefs on how we work together and what rewards and benefits are available to individuals employed under this agreement. This document represents our agreed guiding principles, and the terms and conditions of employment.

#### 1.2 Title

This agreement shall be known as the:

"Coca-Cola Amatil (Aust) Pty Ltd Equipment Service Enterprise Agreement (Sydney) 2001".

Registered Enterprise Agreement Industrial Registrar

#### 1.3 Parties and Persons Bound

This agreement is made between Coca-Cola Amatil (AUST) the Equipment Service Employees employed in the classification structure detailed within this agreement and their respective union:

Electrical Trades Union of Australia (NSW Branch).

Parties bound by this agreement includes the Company, the Electrical Trades Union of Australia (NSW Branch), and the Equipment Service employees, employed in the classifications detailed within this agreement.

#### 1.4 Duration

The Agreement shall take effect from the date it is signed by parties bound by this agreement and shall have a nominal term of two (2) years after the date of its approval by the Industrial Relations Commission of NSW.

The parties agree to commence negotiations on a subsequent agreement not later than four months prior to the end of this agreement.

## 1.5 Objectives of the Agreement

This agreement sets out to achieve a number of objectives, which are:

- To provide a framework for employee relations which will achieve world class standards of operational efficiency and employee welfare.
- To establish and maintain flexibility in both attitude and actions of all employees, regardless of job or status.
- To establish a mechanism for determining terms and conditions of employment for all people covered by the Agreement.
- To establish a team based organisation structure.

This agreement supersedes all other formal and non-formal agreements, and shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Coca-Cola Amatil (Aust) Pty Ltd site or enterprise.

#### 1.6 Parent Award

This Agreement shall be read in conjunction with the State Electrical "C" Award (NSW). In the event of any inconsistency between this agreement and the award, the terms of this agreement shall prevail.

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## 2 COCA-COLA ENVIRONMENT

#### 2.1 **Purpose**

To create a business environment where all employees share business objectives and alian workplace behaviours. This requires a common and clear set of values that reflect the desired culture. All employees will strive to meet Company objectives and live the values.

"Passionately Serving our Customers to Refresh Australia Every Day"

#### Passionately...

it says we are "passionate" - not mundane and boring or "steady as she goes". We want to attract people who want more than a job- more a passion.

#### ...Serving Our Customers...

It means we passionately serve our customers which assists thousands of people to make a living:

- small retailers: milk bars; video stores etc.
- shareholders; ordinary Australians who have shares in major supermarkets like Coles and Woolworths.
- the people who work directly for all those retailers.

We help Australians have successful working lives.

#### ...to Refresh Australia Every Day".

This is the outcome of our company's activities. We refresh people.

#### 2.2 **Values**

It is our responsibility as a team to bring the values "to life" through actions relevant to the Equipment Service team's day to day work.

In the Coca-Cola Amatil, Australian NSW Equipment Service operation we...

#### Think Customer First

We think customer first in everything we do. We exceed customers' expectations through continuously improving our products, processes and systemistered

Enterprise Agreement

#### Value Leadership

Leading by example is the key to our success. The future of our business lies in leading and coaching teams and individuals.

#### Create a Great Place to Work

We support the pursuit of a full and varied life. We provide a work environment that encourages a sense of identity and a sense of enjoyment. Opportunities are open to all who qualify. Diversity is encouraged and selection and reward are based on merit.

#### **Show Energy Pride and Passion**

We are a dedicated team of people passionate about our brands and our roles. We take personal responsibility for results and reward and celebrate performance. At all times we are ambassadors for our company and its products.

#### Succeed With Partners

By the way we work with others we earn the trust of our business partners, our colleagues in CCA, ES, our suppliers, our customers and the community. Our communication with each other is honest and constructive.

#### Innovate

We all learn continuously. We encourage innovation and calculated risk taking and learn from our successes and mistakes. We value thirst for knowledge we can apply.

## 2.3 Continuous Improvement

We are committed to knowing, understanding and continuously satisfying our internal and external customers. Much of what and how we do things now are likely to change in the future. We will look for ways to improve how we do our job and how we support our customers, by:

- developing measures to understand what is important to our customers and business:
- regularly assessing and reviewing customer feedback;
- changing our systems and practices to meet customer and business needs and
- improving personal and professional skills and knowledge.

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#### 2.4 Standards of Behaviour

We work in an equal opportunity and harassment-free work environment. This requires everyone to respect and value diversity of the work force by helping to prevent and eliminate all forms of discrimination on the basis of gender, race, age, disability, religion, marital status, pregnancy, sexuality or sexual preference. We will observe these principles as we go about our work, whilst representing the Company to customers, consumers, and other external contacts, and in relationships with fellow employees.

## 2.5 Equal Opportunity

We are committed to the principle of selection on the basis of merit and equality of opportunity for all employees. CCA people demonstrate mutual respect for one another and work in an environment, which is free of harassment and discrimination. CCA people believe in the adage of "a fair go for everyone" and actively encourage each other to strive to reach their full potential. To this end, we encourage both female and male employees to apply for all vacancies.

## 2.6 Health and Safety

Health and Safety Policies and practices are based on the concept that both the Company and all the people within our Company have a shared responsibility for improving and maintaining a safe, healthy and pleasant workplace.

All employees are also required to make every effort to prevent accidents, to control hazards in the workplace, and to protect the health of fellow employees, contractors and other persons for whom they are responsible, or with whom they come into contact in carrying out their work. Coca-Cola Amatil is a smoke-free work environment.

Employees will always act in the best interests of the Company and will not act in any way, which might adversely reflect upon the Company.

#### 2.7 Environment

We are committed to understanding and minimising any adverse environmental impacts of our activities. All our people and everyone associated with our Company have an important role to play in achieving the CCA level of environmental performance, which goes beyond Government regulations.



#### 2.8 Code of Conduct and Standards

The Coca-Cola Amatil Code of Business Conduct is a standard that governs individual standards of work, in relation to dealing with customers and suppliers. Any breaches of the Code of Conduct must be reported. Breaches of the Code of Conduct may result in disciplinary action against an employee, which could include the termination of an individual's employment.

## 2.9 Company Policies

The Company has a number of policies and procedures which all employees are expected to follow. They include, but are not limited to:

- Tool of Trade Motor Vehicle Policy;
- Mobile Phone Policy;
- Computer usage Policy;
- Working Together Policy (EEO)

All employees are required to be familiar all relevant Company policies and procedures. Like any dynamic environment CCA policies need to keep pace with change in order to remain current. CCA policies may change from time to time to maintain currency with the relevant changes. Breaches of Company policies may result in disciplinary action against an employee, which could include the termination of an individual's employment.

## 2.10 Performance Management

The Company's goal is to maximise individual performance to meet work standards and behaviours. In instances where performance falls below those standards, it is our objective to provide support and clear objectives to lift performance to required levels. If standards are not maintained for a sustained period, employment with the company may be reviewed. The specific steps in our performance management system generally includes:

- 1. The Team Leader/Manager will inform the individual of the perceived problem, counsel the individual and set out an agreed plan to remedy the problem. Details of this process will be noted in the Team Leader's/Manager's diary and on the individual's personnel file.
- 2. Should the individual's identified performance/behaviour related problem continue, then the Team Leader/Manager will counsel the individual and allow them to account for their performance/behaviour, and explain the consequences should the problems not be properly addressed, set out an agreed action plan including review dates and document. The individual will be provided with a copy of the document and will be required to sign the written document. A copy of the documentation will be placed on the individual's personnel file and will constitute a first written Registered

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- 3. Should the identified problem continue after receiving a first written warning, then the procedures of (2) will be repeated and a second and final written warning will be issued. A copy of this further documentation will also be placed on the individual's personnel file.
- 4. If satisfactory progress is not made and the individual has had adequate time to respond, and the Team Leader's Manager as well as the Employee Relations Manager has been briefed and are in agreement, then the individual's contract of employment may be terminated.

Subject to Clause 2.11, at times a performance counselling session may necessitate the issuing of a first or second written warning without progressing through the steps detailed above. The decision to take this action will be based on the severity and nature of the performance issue. The individual may at all times have the right of appeal to the Team Leader's Manager if they feel aggrieved with the action of the Team Leader.

Individuals have the right to have present an employee representative or official of their choice during steps 2 to 4.

## 2.11 Summary Dismissal

Where an individual behaves in a manner that constitutes serious misconduct, the process referred to Clause 2.10 will not be necessary. Where serious misconduct occurs, a proper investigation will be conducted, the matter will be put to the employee and they will be provided an opportunity to reply. This process will apply the principles of procedural fairness. Any serious misconduct breach will result in termination without notice.

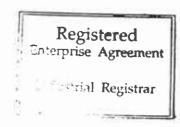
Serious misconduct includes but is not limited to:

- theft;
- lying;
- disobeying a lawful order;
- sexual harassment; and
- fighting in the workplace.

#### 2.12 Grievance Procedure

The Company prefers an open door policy to issue resolution, where we encourage individuals to talk about any concerns with their Team Leader as soon as they arise.

As part of any relationship it is important that there is an opportunity to discuss concerns in an open and honest environment. When a person(s) has a concern



and wishes to have this concern addressed, the following steps will generally be followed:

- 1. discuss with Team Leader.
- 2. if not resolved, arrange to discuss with Team Leader's Manager.
- 3. if still unresolved, consult the Senior Manager.
- 4. if grievance has not been satisfactorily dealt with, consult with the Employee Relations Manager. A period of five working days should in most instances be sufficient time to resolve a grievance.
- 5. if parties involved have failed to resolve the grievance, it is then appropriate to refer the matter to the Industrial Relations Commission for conciliation and/or determination.

In the course of resolving a grievance the operations status quo should remain, as prior to the dispute, until a resolution is reached.

Individuals have the right to have present an employee representative or official of their choice during steps 2 to 5.

## 3 DEVELOPING OUR PEOPLE

## 3.1 Performance Development

CCA is committed to positive performance development where personal development and business achievements are the key principles. This will be achieved through ongoing feedback and development in three stages - planning, coaching and reviewing performance.

#### Performance Development Plans

To assist individuals in focusing on what is required from them over a given period and to ensure they understand the objectives of their team and the overall business we will develop a performance development plan for every individual.

#### **Performance Reviews**

An annual meeting with all employees and their Team Leader/Manager is planned to review performance, and provide a formal opportunity to identify/discuss performance. Individuals will be required to complete a performance review detailing their achievements throughout the year. The Team Leader will review and discuss performance against the performance

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development plan and team KPI's. The purpose of these reviews are to enable appropriate feedback of achievement, highlighting strengths and individual developmental needs. These more formal review sessions are supplemented by individual/team discussions and coaching throughout the year. Should any disagreement arise concerning the performance assessment, the next level manager is to be involved in discussions to fairly assess and provide feedback to either person.

#### Coaching

Coaching is ongoing and is the crucial step in growing performance through feedback and reflection on performance in order to grow an individuals ability to perform for the business and their own job satisfaction and self esteem. A Team Leader or manager will spend some time with each individual on a regular basis providing feedback and necessary guidance. This feedback will be documented in an individual Coaching Review book.

The following table provides an overview of the three performance development steps, responsibilities, tools and actions.

Step	When	Who	Documents/ Tools	What Happens
Performance Plan	By 15th Jan Linked to SBP and revised as appropriate	Team members with their Team Leaders	Performance Plan	Together agree;  Team and individual performance objective: Individual learning objectives.
Coaching	On-going	Team Leader or Manager coaches team member	Individual Coaching Review Book	Together agree specific goals for achievement:  Agree actions to achieve goal  Assist with actions – support, encourage, organise, train, motivate Recognise achievemen – revise new goals.
Performance Review	Interim Quarterly Review and Formal Annual Review – end of the year	Team Leaders with Team Members  Feedback on performance is sourced from many sources including, customers, contact centre, colleagues and other managers, team leaders	Performance Review	Emphasis on self     assessment – team     member completes     document first     Formal one on one     meeting focused on     reviewing performance     including learning.     Ideally, objective     feedback forms the     basis of the review –     from customers, your     team leader,     colleagues, other team     leaders, managers, and     business information     relating to KPI's



## 3.2 Learning and Development and Your Career

All Equipment Service employees are required to be assessed to demonstrate the knowledge and skills that a qualification in electro-technology provides. The level of training each employee undertakes depends largely on the career path that exists within the business.

A new trainee or someone without trade qualifications could expect to progress through each qualification level moving from the Equipment Service Certificate through to the advanced Certificate. How long this takes depends largely upon a range of factors. These might include, the amount of recognition of prior learning granted, the needs of the business, and the ability of individual employees.

The Company will provide support to enable individuals to complete the training at levels 1 – 4. Qualifications in electrotechnology will become an essential prerequisite for those seeking a career within CCA Equipment Service.

#### Career Path

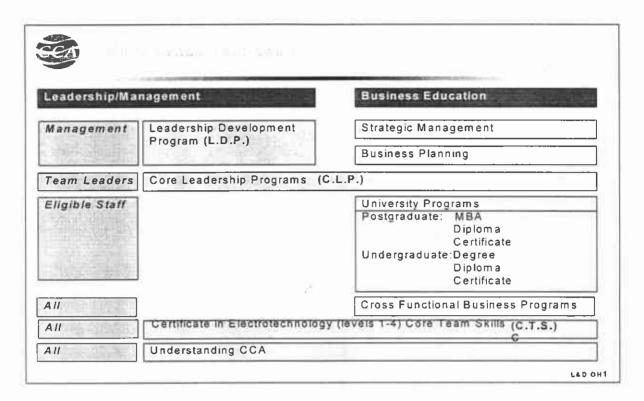
The career path for Equipment Service comprises a variety of qualification levels detailed at Appendix A, and roles such as an Equipment Specialist and Equipment Refurbishment Specialist. An individual's progress through the career path will be determined on their ability to meet the competency based assessment criteria, suitable vacancies, business needs and their skills and ability to meet the necessary requirements to perform the role.

This career path will be reviewed and modified regularly to reflect changes in business needs and ongoing competency requirements of employees.

#### **Learning and Development**

We are committed to lifelong learning by providing access to world class internal and external management/business education and learning and development programs. These programs have been aligned to the Equipment Service career path. These are detailed in the model below.





## Certificate in Electrotechnology

A certificate in electrotechnology will give individuals the critical knowledge and skills required in CCA for now and the future. Competency Based Training (CBT) forms the framework for these certificates and delivers an accredited qualification that is accepted within the refrigeration industry and throughout the Australian national training sector.

For CCA this qualification represents a long-term focus in its most important asset, its people.

#### Certificate Structure

A qualification in electrotechnology is offered in two levels. The Equipment Service Certificate is gained after completing the modules at levels 1-3. An advanced certificate is awarded after completing level 4. Further details of the certificate can be obtained from the Learning and Development handbook.

#### Assessment

Assessment is concerned with collecting evidence about performance and then comparing this against a set of agreed standards.

These agreed standards are called "competency standards" and have been developed by industry in consultation with government bodies, unions, employers such as CCA and employees. The competency standards form the

framework for the Electrotechnology Certificate offered within CCA. We will use assessments to confirm that an individual can perform to the required competency standards. Assessment will be used to award formal qualifications and can influence an individuals career path and pay rate.

#### **Competency Standards**

The term "competent to a job" means that individuals possess the necessary "knowledge, skills and attitudes" to do the job or task to a certain standard.

The competency standards are the benchmark by which we assess someone as being competent to do a particular job or task.

#### **Conducting Assessment**

All employees will be assessed using the same assessment guidelines. These will be flexible enough to take into account the differences in work locations and routines. Assessments will be fair and transparent so that all employees will know beforehand what the assessment will be and how it will be conducted.

Qualified workplace assessors, using nationally approved assessment materials will conduct the assessment in the workplace. These workplace assessors may come from within or outside CCA and will be responsible for the preparation and conduct of all assessment and RPL activities.

#### **Recognition of Prior Learning**

RPL is the acknowledgment of knowledge and skills obtained through formal training, work experience, and life experience. This means that some employees could gain RPL for one or more of the training modules or units of competency in the training package that individual's will be undertaking. In many cases, an individual may be able to achieve RPL because they have gained the knowledge and skills on the job, rather than in the classroom. If awarded RPL, they will be able to complete the training package much faster, and will not be required to study all the learning material. To gain RPL for a training module or unit of competency, an individual will need to submit a written request, attend an RPL interview and be prepared to undergo further assessment if required.

## 3.3 General CCA Learning and Development Programs

In terms of individual development, the Company supports all professional development to assist employees to achieve and perform in their role/career.

Financial assistance and study leave may be provided for people to pursue professional skills development programs via external institutions, such as a TAFE Certificate, an undergraduate or post-graduate qualification. To be sponsored by CCA, employees must demonstrate to their Manager that they are red

- highly committed to the learning outcomes of the program;
- committed to apply 6-10 hours per week per subject of personal time; and
- able to apply what they learn in their CCA roles in the foreseeable future.

## **4 OPERATING PRACTICES**

## 4.1 Working Arrangements

In order to meet the change we will have flexibility in patterns of hours worked and work practices:

- to meet market demands;
- to improve competitiveness;
- to ensure optimum use of plant and equipment;
- to have continuity of processes and services; and
- to develop our people's skills and knowledge.

We will strive to maximise the use of the permanent work force but may at times engage temporary and casual labour and utilise contractors:

- to maintain cost effectiveness throughout the operation;
- to cope with seasonal variations; and
- to provide opportunities for our people to acquire skills.

#### 4.2 Involvement Process

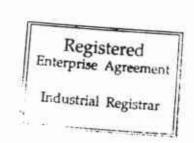
Our commitment to continuous improvement requires our employees to have a total business understanding and to establish processes to deal with continuous change. These processes will ensure employees are involved in changes of methods of operation or changes to policies and procedures. Consultation will normally be handled by Team Leaders/Managers and the people involved.

## 4.3 Integrated Work Teams

Each designated trade channel and area will function as an integrated Work Team as the prime approach to work organisation. Teams will work to an agreed set of principles, which will include:

- a greater variety of tasks for individuals within teams;
- achievement of agreed team goals;
- · greater responsibility and initiative; and
- higher skill level as a result of agreed training.

Examples of team responsibilities:



- customer service enquires;
- repairs;
- spare parts inventory;
- quality assurance of service work;
- work organisation;
- health, safety and the environment; and
- reporting and achievement of agreed key performance indicators.

Teams will have responsibility for managing work processes consistent with their skills. Each employee will have an understanding of how their role contributes to the teams performance.

Team members will operate with flexibility within agreed parameters. They will work within the limits of their skill, competence and training, and in a manner that is consistent with maintaining a safe and healthy working environment. Individuals may be assigned to other teams on a needs basis:

- to maintain cost effectiveness throughout the operation
- to cope with seasonal variations; and
- to provide opportunities for our people to acquire skills.

## 4.4 Key Performance Indicators

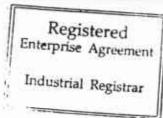
The parties are committed to improving existing productivity and customer service. Key Performance Indicators (KPI's) have been established to maintain progress toward the achievement of the critical business goals. KPI performance data will be reviewed regularly by the Company and employees to assess achievement of performance targets. Outcome from this review and subsequent changes will form part of the ongoing process of continuous improvement.

The parties to this agreement acknowledge that the KPI's set out below are capable of being achieved. The Company acknowledges that the achievement of some of the KPI's can be affected by external influences and may require the provision of appropriate technology, resources and training in a timely manner. Employees and the Company will actively work toward the achievement of all KPI's.

KPI's for both the Refurbishment Centre and Field Service are as follows:



KPI Requirements
<u> </u>
Less than 3% of equipment refurbished to require a service call within 7 days.
<ul> <li>Vending – 3.0 per day</li> <li>GDM – 4.0 per day</li> <li>Fountain (Refurbishment time)</li> <li>6.2 hours per unit</li> <li>4.0 hours per countertop</li> <li>3.2 hours per tower</li> <li>2.0 hours per gun</li> </ul>
<ul> <li>Conform to all OH&amp;S requirements.</li> <li>Ensure your safety and the safety of those around you is not compromised.</li> <li>Lost time injury days to be 30% less than previous year.</li> <li>OH&amp;S charts – shed  - workshop</li> <li>Ensure work area is free from loose or dangerous objects</li> </ul>
<ul> <li>Ensure work area is secure and tools are locked away when not in use.</li> <li>Work area to be cleaned daily.</li> </ul>
<ul> <li>All costing sheets are accurate &amp; complete and account for all parts issued and used.</li> <li>All unused parts to be returned to the store.</li> </ul>
Participate in accredited training to increase level of skill to required standard.
<ul> <li>Working as a team and not individuals to drive business results.</li> <li>Recognise the need to change the culture of the area</li> </ul>
<ul> <li>GDM - 0.4hr</li> <li>Fountain - 0.6hr</li> <li>FCB - 2.0hr</li> </ul>
Less than 5 % of calls to have callbacks due to ineffective service.
All service calls allocated are to be performed within the times agreed.
<ul> <li>Cost correct information into the PDT's/Hand Held Terminals at completion of service call.</li> <li>Record all parts issued/received onto appropriate paperwork.</li> </ul>



	Less than 5% variance at cycle counts.
OH&S	<ul> <li>Conform to all OH&amp;S requirements.</li> </ul>
	Ensure your safety and the safety of those
	around you is not compromised.
	50% reduction on days lost due to injury on
	previous year
Training	Participate in accredited training to
	increase level of skill to required standard.
Team Work & Culture	Working as a team and not individuals to
	drive business results.
	Recognise the need to change the culture
	of the area.

If by the date that the second salary increase is due, the Company is not satisfied adequate progress has been made towards meeting key performance indicators, payment may be withheld until such time as the targets are achieved. The Company and employees will work together to resolve the cause of the problem, including establishment of a plan incorporating critical task dates.

Where the Company and employees agree, that non-achievement of the KPI's are outside employee influence, payments will not be withheld.

In the event that there is disagreement between the parties as to whether there has been satisfactory achievement of the performance targets, discussions will take place between management and employees with assistance from an appropriate level within the union(s).

## 4.5 Flexibility

Depending on individual and business needs we will take a flexible approach to moving people from one geographical area or business team to another. We will make every effort to accommodate any employee's request for change, giving consideration to business, and our customer needs.

## 4.6 New Employees

A three-month probationary period will apply to provide the opportunity to determine the individual's suitability for the position.

A skill assessment will be undertaken during the first three months of employment to determine the relevant level of competency and training needs against the appropriate career path stream.



The Company and/or the employee may terminate the employment during the probationary period with one (1) week's notice or equivalent payment in lieu of notice.

## 4.7 Hours of Operation

It is important to provide a service to meet the changing requirements expected of us by our customers. The Equipment Service operation is a 24 hour seven day operation, with current rostered work for the Refurbishment Centre falling between Monday to Friday and current rostered hours for Field Service falling between Monday to Saturday inclusive. Coverage of Sunday work is managed using a stand-by roster (see clause 4.9)

#### Hours of work - Refurbishment Centre

Refurbishment Specialists will be required to work an average of forty (40) hours a week, which will comprise both 38 ordinary hours and 2 hours of banked overtime to be used at the discretion of the Company in any given month in order to meet the demands of the business. Employees in this area will receive 1 rostered day off each month. Individuals will not be required to work their additional banked hours on their rostered day off unless agreed with the Company. Rostered days off may not be banked and must be taken in the allocated month at a mutually agreed time. The taking of rostered days will need to be rostered from Monday to Friday, ensuring business/customer needs are met.

#### Hours of work - Field Service

Field Service Technicians will be required to work an average of forty two-point five (42.5) hours a week averaged over a twelve (12) month period. Each of these arrangements will differ according to business demands. Typically employees will be required to work longer hours over the summer period and less hours over the winter period, in accordance with roster requirements.

#### Flexibility to Meet Business Demands

There may be a requirement for changes in how the hours are worked within the scope of a roster due to business demands. Such changes will be given prior notice (48 hours) and we will meet to discuss and understand personal circumstances before making these changes.

#### 4.8 Additional Hours

Business activity fluctuates from day to day, and it is expected that there will be occasions when additional hours of work will be required. The salary, other benefits and payments, compensates for any additional hour's flexibility. Nevertheless, should individuals be required to work above their structured

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additional hours in any month, they will be paid an additional hours payment [Noting structured hours and structured additional hours, may differ from month to month]. These payments will be calculated at a rate of x 1.8 of the base rate for Field Service and for the Refurbishment Centre x 1.5 of the base rate for the first two hours and x 2 of the base rate for more than 2 consecutive hours. Base rates are specified in Appendix B1.

#### Time off in Lieu of Additional Hours Payment

During the same pay period in which the additional hours are worked, an employee may request the equivalent time off in lieu of payment, and in such case the time off in lieu shall be granted at a time mutually agreed between the Company and employee. Where a time cannot be mutually agreed, the employee shall be paid for the additional hours worked. Time off in lieu is calculated on an hour for hour basis.

## 4.9 Stand-by & Call Management

Equipment Service is a 24 hour seven day operation, with a stand-by roster covering after hours customer service, Monday to Sunday (inclusive). All service calls managed under stand-by rostering are between the end of the last rostered shift and the start of the first rostered shift. Sunday coverage is agreed, outside of 9.00am to 7.00pm. Hand-over of work and enquires will occur in a reasonable time prior to the end of the rostered shift.

Field Service Technicians are required to be on the Stand-by roster, and will be rostered on the Stand-by Roster approximately 3 times a year. A technician may swap or give their Stand-by shift to another technician with the mutual agreement of the Company. Payment for this duty goes to the person on Standby, and is paid upon completion of each stand-by and call management period at the pro-rata as per Clause 5.3 "Annualised Allowances", sub clause 5.3.8 "Stand-by and Call Management"

The technician on stand-by is required to answer all phone calls for service and inquiries. If required, the technician must complete the call whilst on Stand-by in accordance with the necessary customer requirements. If not required, the technician must notify the Contact Centre the following morning of the call where it can be allocated to the technician on duty.

#### 4.10 Meal Breaks

The fluid nature of the equipment service environment may require a need for some flexibility around work and meal breaks. Employees will be provided with a meal break of thirty (30) minutes within the first five (5) hours of any shift. This break comprises of a fifteen (15) minute paid and a fifteen (15) minute unpaid break.

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Meal breaks should only be taken before or after a service call or at an agreed time. Technicians working a 12 hour shift will be entitled to an additional 10 to 20 minute paid break.

## 4.11 Start/End of Shift

Field Service Technicians are required to log on at least thirty minutes (30) prior to the start of their shift. This is to ensure that calls can be allocated and technicians have a call to attend. Technicians should be at their first call on or prior to their start time. Similarly, technicians should be finishing their shift on their last call.

## 4.12 Public Holidays

The Company observes ten (10) public holidays a year. These include:

 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day.

The annualised salary for Field Service Technicians includes a payment for five (5) public holidays. If rostered work falls on a public holiday, the technician will be required to work that day as part of their normal rostered shift. If the rostered workday falls on a public holiday that does not require all rostered technicians, the Team Leader or Manager may require the technician to swap that day with another "rostered off day".

All employees are required to provide a minimum of two (2) months notice to their Team Leader or Equipment Service Manager if they wish to swap an observed rostered public holiday. It will be the technicians responsibility to identify a suitable replacement, who must be approved by their "team leader or Equipment Services Manager".. If in the event a suitable replacement is not identified then the technician will be required to work the rostered public holiday.

If a Field Service Technician works additional public holidays beyond the five (5) paid public holidays, in a calendar year, they will be paid at the additional hours rate as per Clause 4.8 "Additional Hours", for each additional public holiday worked.

#### 4.13 Annual Leave

All employees will receive four weeks (20 days) annual leave per year, paid in accordance with Section 5. Payment of leave will include a leave loading of 25%. Leave may be taken at a time agreed with your Team Leader or Manager.



#### 4.14 Sick Leave

The Company has adopted a fair and reasonable sick leave policy, which reviews each absence due to illness on a case by case basis.

Payment of sick leave will be authorised by Team Leaders and paid in accordance with Section 5. Paid sick leave may be withheld after proper consultation with the individual. Reasons for not paying sick leave may include excessive number of days absent, unusual patterns of absence or duration.

If absence is two days or greater, a Medical Certificate must be obtained from a Doctor and sent to the Company.

The Company may require an individual to undergo medical examinations conducted by the Medical Officer appointed by the Company in the following circumstances:

- a) If it is concerned with the frequency and/or duration of absence due to personal ill health.
- b) on return to work following a protracted period of illness.
- c) for the assessment of work related injury.
- d) in the assessment of physical suitability for selected areas of work.

Parent Award sick leave provisions shall not have any application to employees covered by this Enterprise Agreement.

## 4.15 Long Service Leave

Employees will receive long service leave in accordance with the NSW Long Service Leave Act.

#### 4.16 Other Leave

The Company also provides a number of other leave entitlements that allows families to share in the important events of caring for a new born, sick or adopted child. These include:

- Maternity Leave;
- Parental Leave;
- Adoption Leave; and
- Carers Leave.

Specific entitlements are detailed in the relevant policies, which can be obtained from a Team Leader or Employee Relations. Payment whilst on other leave is detailed in Section 5.

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## 4.17 Redundancy

At times, as the business environment changes, the Company may need to reduce the number of people employed in order to remain viable and competitive. Such changes may be required because of the introduction of new technology and processes, Government regulations, competitive pressure, and economic downturn. Any redundancy situation resulting from such changes will be handled in the most sensitive and fair manner possible.

#### Selection of Redundant Employees

It is recognised that the Company must retain a workforce which contains the skills necessary to remain competitive in the marketplace. The following will apply to selection of personnel for redundancy:

- the Company will advise the necessary number of redundancies;
- the Company will conduct the selection against an objective selection criteria determined by the Company; and
- the Company will take into consideration individual preferences, however the Company retains the rights to accept or reject any offer of voluntary retrenchment based on necessary skills and experience required and the needs of the business.

## Notice period

Those people who will become redundant will be given 4 weeks notice and 4 weeks severance. During this period the Company may allow time off to attend job interviews, career and financial counselling. At the same time all people must realise that CCA has a business to run and the spirit will need to be one of understanding and cooperation.

Normally the Company would expect people to remain during their notice, however effort may be made to release people early to take up alternative employment or because of very special personal circumstances.

#### **Redundancy Benefits**

An employee who is made redundant shall receive the following:

- 4 weeks notice, plus 4 weeks severance payment;
- Long service leave on a pro-rata basis after five years service;
- four (4) weeks pay for each completed year of service;
- payment of accrued and pro-rata annual leave. Annual leave loading will be paid on all untaken accrued leave;
- normal resignation benefits.

Superannuation will be paid in accordance with the Trust Deeds of the Superannuation Fund.

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Payment of benefits will not apply to the following:

- employees who are offered adequate alternate employment within the company;
- employees who are employed on a casual, temporary or seasonal basis; or
- redundant employees who do not work out their notice under this agreement, unless an earlier termination is mutually agreed upon.

## 4.18 Areas For Change

The parties to this Agreement have considered a range of issues to be considered for change which may have some effect on the Enterprise Bargaining process at the enterprise level, these being;

- a) a role for all employees to improve productivity and enhance job satisfaction:
- commitment to the development of appropriate competencies and to training/development;
- c) improved data to assist all employees and provision of technology to improve responsiveness to client needs;
- d) development of a highly consultative management culture and improved communication at all levels through the development and commitment to a consultative committee; and
- e) exploration of new or enhanced opportunities which lead to better service for the company and customer.

#### 4.19 No Extra Claims Commitment

During the life of this Agreement, the parties bound undertake not to pursue claims except where consistent with and contemplated by this Agreement.

## **5 REWARDS AND BENEFITS**

## 5.1 Remuneration Package

The term remuneration covers the salary, incentives, benefits and other payments that are made available to employees. The Company has developed a range of benefits, which are competitive when measured against any other similar role in the marketplace.

The remuneration package includes the following:

base salary;

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- superannuation;
- employee sampling;
- leave loading;
- annualised allowances:
- excess rostered hours; and
- any relevant allowances and penalty rates

## 5.2 Salary

The base salary paid compensates for hours worked on a 38-hour week. The annualised salary paid compensates for hours worked beyond the 38 hour a week base and includes additional holidays, all allowances, penalty rate payments, and payments for additional hours to be worked outside the roster. Details of the base rates and base hourly rates are at Appendix B Remuneration Package and B1 Hourly Rates.

Employees will be paid monthly into a bank/building society(s) account of the individuals choice by electronic funds transfer.

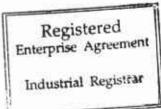
#### Non Base - Hours

Hours worked in addition to the 38 hours of ordinary time include an additional two (2) hours a week for employees working in the Refurbishment Centre and an additional average of four and one half (4 ½) hours per week for employees working in Field Service. Details of these payments are in Appendix B.

#### Annualised Salary Components for Field Service & FCB

The annualised salary is made up of a number of different payments for hours/time an employee spends completing work for CCA. These arrangements are:

- Special Event and Peak Workload In addition to the rostered hours, the Company has paid for 30 hours pa. which is incorporated in the annualised salary. This time will be used for special events/peak workload, during any Monday to Sunday period. The Company will give 48 hours minimum notice of the requirement to work. The minimum rostered period under this arrangement will be 5 hours work. Details of these payments are in Appendix B.
- Travel Field Service Technicians are required to be at their first call on or prior to the commencement of shift. Similarly, Technicians should be finishing their shift on the last call. This allowance is paid in the annualised salary as recognition that there will be times when a technician is further away from home than usual. Details of these payments are in Appendix B.



- Customer Service –It is well understood that the role of a Field Service Technician requires professional levels of service to both internal and external customers. In doing so, a technician may be required to work some time beyond their normal shift finishing times. This allowance compensates a technician for the additional time spent on a call. No overtime can be claimed unless the time spent is excessive and agreed to by Manager or Team Leader. Details of these payments are in Appendix B.
- **Public Holiday** This payment compensates for all Field Service Technicians, who are required to be rostered to work a total of five (5) rostered public holidays. Details of these payments are in Appendix B.
- **Meal Break -** This allowance is paid to Field Service Technicians as per clause 4.10. Details of these payments are in Appendix B.
- Shift Allowance This allowance compensates for relevant rostered shifts worked between 7am 10pm Monday to Friday and all day Saturday, and is only paid to Field Service employees. Details of these payments are in Appendix B.

#### **Refurbishment Centre**

• Banked Hours – Managers or Team Leaders may require a technician to finish work early, and bank their non-base hours (ie. 2hours per week) for later use. A maximum of eight (8) hours can be banked in any month. Managers or Team Leaders must give at least 24 hours notice to use any banked hours. Banked hours may be used in single hours or full days, and a technician can be asked to work their banked hours on the Rostered Day off only by mutual consent. If required to work 12 hours, a 10 to 20 minute paid break will be provided.

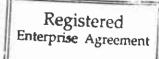
#### Stand-by and Call Management

This allowance is paid to Field Service Technicians as per Clause 4.9. Details of these payments are in Appendix B. Each Technician will be paid the pro-rata amount of the annualised allowance upon completion of the rostered stand-by and call management shift. The pro-rata amount is the annualised amount divided by 3.25. As an example:

• If the annualised amount is \$2500 then the pro-rata payment paid to a technician for completing their stand-by and call management shift would equal \$769.23. As an example:

\$2500 ÷ 3.25 (number of times a Technician is rostered on for Stand-by & Call Management over

52 weeks) = \$769.23



For employees performing in the FCB role the stand-by rate is \$307.79 for each stand-by shift (ie: over 7days).

## 5.3 Wage & Salary Adjustments

This Agreement provides for a 4% increase of wages/salaries from the first pay week commencing on or after 2 July, 2001. Another 2% increase will be paid in the first pay week commencing on or after 2 July 2002. A further 2% increase to be paid on achievement of agreed key performance indicators by 2 July 2002, see Clause 4.4. These wage and salary adjustments are based on:

- a) recognition of all productivity and efficiency improvements substantially implemented from 1 September, 2001 and;
- b) implementation of matters detailed in Clause 4.18 "Areas for Change".
- the commitment of all parties to serious and genuine Enterprise Bargaining within the enterprise which includes the identification, development and implementation of productivity and efficiency improvement measures to achieve savings, specifically those matters detailed in Clause 4.18 "Areas for Change".
- d) the commitment to achieve, and achievement of KPI's as per Clause 4.4 "Key Performance Indicators".

## 5.4 Superannuation

In addition to the statutory minimum contribution made by the Company, employees may elect to personally contribute to the CCA Beverages Superannuation Plan. This may change over time. Details of the superannuation plan may be obtained from the CCA Superannuation Plan Trustee.

#### 5.5 Additional Benefits

In addition to the contents of this agreement, the Company provides its employees with other substantial benefits as part of the comprehensive employment package. Some of these benefits include: the Employee Share Plan, staff sampling, and the employee health plan. The parties acknowledge that these benefits, are not regulated by this agreement and that the terms and continuance of these benefits may be varied from time to time by the Company without reference to this agreement, however the Company will advise all parties of any decisions or alterations deemed necessary.

#### **Employee Share Plan**

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As at the 1st July 2001, employees may wish to participate in the Coca-Cola Amatil Share Ownership Plan. It is open to all permanent employees. Employees may elect 3 contribution levels to purchase shares. Details of the plan can be obtained from the CCA Share Plan Trustee.

#### **Staff Sampling**

As at the 1st July 2001, employees are entitled to a soft drink allowance of 4 cases per month. Please refer to the staff sampling procedure for details.

#### Health Plan

As at the 1<sup>st</sup> July 2001, the Company has a health plan, which employees are entitled to join. This plan is currently underwritten by MBF and provides employees the opportunity to join a health plan at competitive rates.

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## Coca—Cola Amatil (Aust) Pty Ltd (Sydney) Equipment Service Enterprise Agreement 2001

The signatories to the Enterprise Agreement on behalf of the employees, unions and management are:

Employee Representatives:

24-9-01 7. Alle Kertigs 24-9-01.
B. PL 27.9.01
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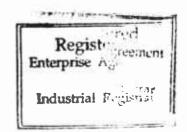


# Appendix A

#### Career Path Structure Overview

The following career path structure is prepared to allow an overview of both the career path opportunities in each stream and the translation arrangements into the new classification structure.

	FIELD SERVICES	WORKSHOP
LEVEL 1 (ASF 2A)	Change of locks Cleaning of equipment Replacing decals / pricing etc Changing panels Free up product jams Coin mechanisms Customer Relations	Cleaning Spray painting General Duties Load Preparation
LEVEL 2 (ASF 2B)	Minor repairs Perform anti-jamming repairs Adjust refrigeration equipment	Washing components/units Equipment maintenance Full spray pre-preparation and painting Reassembly and testing
LEVEL 3 (ASF 3)	Trade Qualification – Refrigeration CFC Certificate Drivers Licence Servicing Installing Preventative maintenance Repairs Customer Relations	Trade Qualification Preventative Maintenance All ancillary equipment Q A Sheets Radio systems Administration and reports Customer relations Installation Process
LEVEL 4	Supervision Certificate in Refrigeration "Being the Best" Electronics In Field Execution	N/A



# Appendix B

Remuneration Package

Field Service (Level 4)	Hrs
Base	38
Annual total	
Non Base - Structured	4.5
Sub total	
Allowances	
A/S	
P/H @ 50%	
Travel	
Meal	
S/Events	
CS Allowance	-
Total Annualised Salary	
Standby and Call out Mgmt	
Total	

			N	lew Salary
Rate	Current	Rate		02/07/01
\$20.09	\$ 763.42	\$ 20.89	\$	793.96
	\$39,697.84		\$	41,285.92
\$40.18	\$ 9,402.12	\$41.79	\$	9,778.20
	\$49,099.96		\$	51,064.12
		_	-	
	\$ 617.00		\$	641.68
	\$ 1,281.00		\$	1,332.24
	\$ 522.00		\$	542.88
	\$ 375.00		\$	375.00
	\$ 1,083.00		\$	1,126.32
	\$ 522.04		\$	522.04
	\$53,500.00		\$	55,604.28
	\$ 2,500.00		\$	2,600.00
	\$56,000.00		\$	58,204.28

	N	ew Salary		
Rate	02/07/02			
\$21.73	\$	825.72		
	\$	42,937.44		
\$43.46	\$	10,169.33		
	\$	53,106.77		
	\$	667.35		
	\$	1,385.53		
	\$	564.60		
	\$	375.00		
	\$	1,171.37		
	\$	522.04		
	\$	57,792.66		
	\$	2,704.00		
	\$	60,496.66		

FCB (Level 4)	Hrs
Base	38
Annual total	
Non Base - Structured	4.5
Sub total	
Allowances	
A/S	
P/H @ 50%	
Travel	
Meal	
S/Events	
CS Allowance	_
Total Annualised Salary	
Standby and Call out Mgmt	
Total	

Rate	Current
\$20.09	\$ 763.42
	\$39,697.84
\$40.18	\$ 9,402.12
	\$49,099.96
	\$ -
	\$ -
	\$ 1,044.00
	\$ -
	\$ 522.04
	\$50,666.00
	\$ 5,334.00
	\$56,000.00

	N	lew Salary
Rate		02/07/01
\$20.89	\$	793.96
	\$	41,285.92
\$41.79	\$	9,778.20
	\$	51,064.12
	\$	
	\$	
	\$	1,085.76
	\$	*
	\$	
	\$	507.04
J.	\$	52,656.92
	\$	5,547.36
	\$	58,204.28

	New Salary		
Rate		02/07/02	
\$21.73	\$	825.72	
	\$	42,937.44	
\$43.46	\$	10,169.33	
	\$	53,106.77	
	\$	12.5	
	\$	2.5	
	\$	1,129.19	
	\$	(*)	
	\$		
	\$	491.44	
	ľ.		
	\$	54,727.40	
	\$	5,769.25	
	\$	60,496.66	

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Refurbishment Centre (Level 1)	Hrs
Base	38
Annual total	
Non Base - Structured	2
Total	

Refurbishment Centre (Level 2)	Hrs
Base	38
Annual total	
Non Base - Structured	2
Total	

Refurbishment Centre (Level 3)	Hrs
Base	38
Annual total	
Non Base - Structured	2
Total	

Rate	Current
\$17.30	\$ 657.40
	\$34,184.80
\$25.95	\$ 2,698.80
	\$36,883.60

Rate	Current
\$18.19	\$ 691.22
	\$35,943.44
\$27.29	\$ 2,837.64
	\$38,781.08

Rate	Current
\$19.19	\$ 729.22
	\$37,919.44
\$28.79	\$ 2,993.64
	\$40,913.08

Rate	New Salary 02/07/01	
\$ 17.99	S	683.70
	\$	35,552.40
\$ 26.99	S	2,806.75
	5	38,359.15

Rate	New Salary 02/07/01	
\$ 18.92	\$	718.87
	\$	37,381.24
\$ 28.38	S	2,951.15
	\$	40,332.39

Rate	New Salary 02/07/01	
\$ 19.96	\$	758,39
	\$	39,436.28
\$ 29.94	\$	3,113.39
	\$	42,549.67

Rate	١	New Salary 02/07/02		
\$18.71	\$	711.04		
	\$	36,974.08		
\$28.07	\$	2,919.02		
	\$	39,893.10		

Rate	١	New Salary 02/07/02		
\$19.67	\$	747.62		
	\$	38,876.24		
\$29.51	\$	3,069.19		
	\$	41,945.43		

Rate	New Salary 02/07/02		
\$20.76	\$	788,72	
	\$	41,013.44	
\$31.13	\$	3,237.92	
	\$	44,251.36	



## Appendix B1

## **Base Hourly Rates**

	Current	EA Agreed	July 2002*
Level 1 (ASF 2A)	\$17.30	\$17.99	\$18.71
Level 2 (ASF 2B)	\$18.19	\$18.92	\$19.67
Level 3 (ASF 3)	\$19.19	\$19.96	\$20.76
Level 4	\$20.09	\$20.89	\$21.73

<sup>\*</sup> July 2002 hourly rates are based on 2% increase and a further 2% increase subject to attainment of all KPI's within this agreement as per Clause 4.4 Key Performance Indicators and Clause 5.4 Wage and Salary Adjustments.

