

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/122

**TITLE: Coca-Cola Amatil (Aust) Pty Ltd Equipment Service
(Regional NSW) Enterprise Agreement 2004**

I.R.C. NO: IRC5/880

DATE APPROVED/COMMENCEMENT: 3 March 2005 / 17 February 2005

TERM: 18

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 27 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Coca-Cola Amatil (Aust) Pty Ltd, located at 71, Circular Quay East, Sydney NSW 2000, employed in the Equipment Service division of the Company in regions of NSW, other than the Sydney Metropolitan area, employed in classifications noted in clause (6), who fall within the coverage of the Electricians, &c. (State) Award.

PARTIES: Coca Cola Amatil Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

COCA-COLA AMATIL (AUST) PTY LTD EQUIPMENT SERVICE (REGIONAL NSW) ENTERPRISE AGREEMENT 2005

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1. Objectives of Agreement

The NSW Equipment Services Operation has worked to establish a culture of mutual flexibility and the promotion of continuous improvement. This Agreement provides a platform to continue operating in that way with the aim to provide mutual flexibility between the Company and the Employees.

2. Title

This Agreement will be known as the Coca-Cola Amatil (Aust) Pty Ltd Equipment Service (Regional NSW) Enterprise Agreement 2005.

3. Parties and Persons Bound

This Agreement is made between and binds:

Coca-Cola Amatil (Aust) Pty Ltd (the Company);

the employees employed in the Equipment Service division of the Company in regions of NSW other than the Sydney Metropolitan area, employed in the classifications noted in clause 6 (the Employees); and

the Electrical Trades Union of Australia (NSW Branch) (the Union).

4. Application and Relationship With 2003 Agreement

This Agreement shall be read in conjunction with the Coca Cola Amatil (Aust) Pty Ltd Equipment Service Enterprise Agreement (Sydney) 2003 (the 2003 Agreement) with the exception of the following clauses in the 2003 Agreement:

sub-clauses 1.4, 3.3, 4.2, 4.4, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.17, 5.2 and 5.3.

All other clauses in the 2003 Agreement (the subject matter of which is not dealt with in this Agreement) will apply to the Employees. Further, this Agreement operates to the exclusion of any clauses with similar subject

matter in the 2003 Agreement. To further assist in identifying which clauses in the 2003 Agreement are overridden by this Agreement, this Agreement refers to the 2003 Agreement numbering of those clauses.

5. Duration

The Agreement will take effect from the date it is signed by parties bound by this agreement and will have a nominal term of eighteen months (1.5 years) after the date of its approval by the Industrial Relations Commission of New South Wales.

6. Regional Equipment Service Career Path (Clause 3.3 of 2003 Agreement)

AQF Level	3 Regional Field Service	
CCA ES Level	5	6

Description	Entry Point Technician	Senior Technician Field Service. Subject Matter Expert
Field Service Mandatory Requirements - formal competency assessments in:	Qualified refrigeration mechanic	Field Cold Drink Equipment
Elective Modules		Refer to Equipment Service modules sheet

7. Involvement Process (Clause 4.2 of 2003 Agreement)

The Company's commitment to continuous improvement requires 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 to methods of operation, procedures and structural realignment. Consultation will normally be handled by the Employees involved and their Manager.

Where there is a requirement for significant organisational change impacting on the Company's Equipment Services structure and its permanent workforce, full consultation will be undertaken with employees and their representatives.

This consultative process will ensure that adequate timeframes will be allowed for all issues to be thoroughly examined and discussed.

Should there be issues that cannot be addressed to the mutual satisfaction of the parties then steps 3 to 5 of the Grievance Process outlined in clause 2.12 of the 2003 Agreement should be utilised.

The management will provide reasonable opportunities for the Employees to be involved in the consultation process.

8. Key Performance Indicators (Clause 4.4 of 2003 Agreement)

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 Regional Field Service Employees are as follows:

These KPIs will be reviewed annually in line with changing business needs.

Key Objectives	KPI Requirements
OH&S / Legislation / Housekeeping	Conform to all applicable standards, legislation and OH&S requirements. Ensure your safety and the safety of those around you is not compromised. Ensure regional equipment service area maintains a high standard of housekeeping in accordance with the 'OH&S Checklist' Service vehicle work areas to be cleaned daily and regional equipment service area to be kept clean. Lost time injury days to be less than previous year by 25%.
Security	Ensure regional equipment service area and service vehicle is secure when not in use. Ensure tools and vending keys are locked away when not in use.
Productivity Rates -	Service call costs to be < \$111.83 GDM and \$153.27 Fountain, \$241.04 for FCB & \$85.51 Vending
Call backs / Effective service	Every reasonable effort will be made to reduce the incidence of repeat calls to customer premises to a level below / equal to 10% for GDMs, 15% for FCB & 20% Vending. The measure for fountain equipment is to be confirmed through further analysis with the Consultative Committee.
Service Response Times	Every reasonable effort will be made to ensure that the percentage of service calls allocated and completed within 24 hrs meets the expectations of our internal and external customers, with the aim of continuous improvement.
Preventative Maintenances	Completion of preventative maintenances by each technician on CDE on 10% of service calls. Completion of scheduled FCB PM's. Refer to 'NSW Field Services Preventative Maintenance & Quality Service Calls Guidelines' for further information.
Fountain Quality Assurance	Completion of all scheduled fountain QA within timeframes. Refer to 'NSW Field Services Preventative Maintenance & Quality Service Calls Guidelines' for further information. (Note: this KPI is currently under review as per paragraph 2 of clause 8 of this Agreement).
Cost effectiveness	Completion of all Fountain Installations and when operations necessitate conduct refrigeration deck repairs.
Spare Parts Management	Cost correct information into the PDT's/Hand Held Terminals at completion of service call. Less than 5% SKU cycle count variance with a dollar variance of <3% (Note: this KPI is currently under review as per paragraph 2 of clause 8 of this Agreement).

It is recognised that a component of each salary increase is influenced by satisfactory achievement of stated business objectives. Performance results on KPIs should be communicated at regular intervals to all Employees. KPI's will be reviewed in conjunction with the Consultative Committee on a regular basis to ensure that KPI's are achievable.

If by the date that the second (March 2005) and third (July 2005) salary increases are due, the Company is not satisfied adequate progress has been made towards meeting KPI's, payment may be withheld until such time as

the targets are achieved. Prior to this happening the Company should alert the Consultative Committee of the possibility of this outcome and Employees and the Company will work together to resolve the cause of the problem, including establishment of a plan incorporating critical task dates.

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.

The Company acknowledges the direct contribution that the Employees provide in achieving the business objectives and are committed to recognise successful performance. Recognition of individual and/or team performance can be shown in various ways appropriate to the circumstances. In order to recognise Employees for their successful performance against agreed KPIs the Company will hold two reward and recognition activities each year, the location and timing of these activities will be determined with consideration to the geographical location of the Employees and operational requirements.

9. Hours of Operation (Clause 4.7 of 2003 Agreement)

Employee positions are self-managed and rely upon the discretion, initiative, dedication and professionalism of the Employee to achieve the objectives of the position and the business. This is reflective of current practice. Accordingly, the hours worked and work practices operate under a culture of mutual flexibility to:

- Meet position, business and market demands;
- Improve competitiveness;
- Ensure optimum use of resources;
- Develop staff skills and knowledge;
- Accommodate personal needs where possible and practical; and
- Adhere to OH&S requirements.

It is important to provide a service to meet the changing requirements expected of the Company by its customers. 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.

Hours of operation and flexibility of local arrangements, including additional hours, should be managed between the Team Leader/Manager and Employees in a spirit of mutual flexibility and cooperation. Consideration should also be given to individual health and safety (refer to clause 2.6 in the 2003 Agreement). Any concerns an Employee has with regard to hours of work should be discussed with their Manager and dealt with accordingly.

10. Additional Hours (Clause 4.8 of 2003 Agreement)

There will be times when additional hours will be required, and shall operate under a culture of mutual flexibility. Where an Employee works additional hours in any given week, the Employee should discuss with the Team Leader/Manager and any additional hours worked must take into consideration health and safety requirements and be mutually agreeable to the Employee and the Team Leader/Manager. If the Employee is not satisfied with the arrangement, the second line manager should be consulted. For example, an employee projects that they will work a 55-60 hour week due to stand-by work and is then asked to work an additional shift. The employee should ensure that they discuss the additional hours with their Team Leader/Manager to ensure health & safety requirements are met or other arrangements should be made.

The salary, other benefits and payments compensates for any additional hours performed by the Employee. The Company expects that a reasonable amount of additional hours will be worked if the requirement becomes necessary.

When additional hours are required, arrangements should be made for Employees to have a rest period of at least ten (10) consecutive hours off duty between successive work days.

11. Stand-By & Call Management (Clause 4.9 of 2003 Agreement)

Equipment Service is a twenty-four (24) hour seven (7) day operation, with a weekly stand-by roster covering after hours customer service, Monday to Sunday (inclusive). All service calls managed under stand-by rostering are between the end and the start of the normal working hours. Hand-over of work and enquires will occur in a reasonable time prior to the end of the normal working day.

The Employees are required to be on the stand-by roster. An Employee may swap or give their stand-by shift to another Employee with the mutual agreement of the Company and in consideration of OH&S requirements. Payment for this duty is paid to the Employee on stand-by, and is paid upon completion of each stand-by and call management period at the rate of \$140.00 (gross) per week or \$20.00 (gross) per day.

The Employee on stand-by is required to answer all phone calls, which have been vetted by the National Contact Centre (NCC), for service inquiries. If required, the Employee must complete the work required by the service inquiry call whilst on stand-by in accordance with the necessary customer requirements. If not required, the Employee must notify the Contact Centre the following morning regarding the call, at which point it will be allocated to the Employee on duty.

12. Meal Breaks (Clause 4.10 of 2003 Agreement)

All Employees have the responsibility and the Company's trust to manage their own start and finish times and to take their thirty (30) minute meal break at such time as the Employee sees necessary. This flexibility is balanced with the Employee's responsibility to account to the team and the Company to ensure that all work requirements are met effectively and on time.

Where practical, and in consideration of work requirements, it is preferable that the meal break is taken within the first five (5) hours of commencement of the Employee's shift.

13. Start/ End of Working Days (Clause 4.11 of 2003 Agreement)

Employees 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 demonstrate flexibility with respect to their first and last service call for each day. Technicians should arrive at their first call at the appropriate time after the commencement of their normal working hours.

14. Public Holidays (Clause 4.12 of 2003 Agreement)

The Company observes ten (10) public holidays per year. These are:

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

Employees will not be rostered for normal work on public holidays. Public holidays will be covered by the rostered stand-by Employee and the appropriate standby/call management allowance noted in clause 11 will apply.

15. Redundancy (Clause 4.17 of 2003 Agreement)

At times, as the business environment changes, the Company may need to reduce the number of Employees 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, economic downturn or other reasons. Any redundancy situation that arises will be handled in the most sensitive and fair manner possible in consultation with the Union.

In the event that a redundancy situation arises the provisions of the CCA Redundancy Policy (version 4) will apply to the Employees as set out below:

When dealing with redundancies the Company does take into account an individual's length of service, seniority and age/employability.

An employee made redundant shall receive one months pay for each completed year of service plus pro-rata payments for any incomplete year of service.

A months pay is 1/12th of the annual base salary (as detailed in the payment calculation section).

A minimum of two months payment will be made to an individual in all redundancy cases.

A maximum of 12 months payment will be made to an individual (i.e. the redundancy payment is capped at one year).

All payments must be approved by the local or National Employee Relations Manager.

16. Salary (Clause 5.2 of the 2003 Agreement)

The Employee positions are salaried positions. The annualised salary paid compensates for hours worked up to and beyond the 40 hour a week base and includes all additional allowances including, but not limited to:

- payments for additional hours to be worked outside the roster;
- meal breaks;
- tool allowance;
- shift loading; and
- first aid allowance.

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

Employees will retain their existing salaries upon commencement of this Agreement. The schedule of salaries will be as follows:

Level 5 Regional Field Service	Level 6 Regional Field Service
\$54,000	\$58,520

17. Wage & Salary Adjustments (Clause 5.3 of 2003 Agreement)

Employee salaries were reviewed in March 2004, and all Employees received a 4.5% increase at that time. The March 2004 review replaces the review due in July 2004 outlined in the 2003 Agreement.

Employee salaries will be reviewed again on the 1st July 2005. At that time, Employees will be provided with a 2% increase of wage/salaries from the first pay week commencing after 2 July 2005. A further 2.5% of all salaries will also be available to be distributed.

Salaries will be reviewed against individual Employee performance and achievement of KPI's and will be considered in recognition of all productivity and efficiency improvements substantially implemented from 2 July 2003 and;

- a) implementation of matters detailed in clause 4.18 "Areas for Change" in the 2003 Agreement;
- b) 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" in the 2003 Agreement;

- c) the commitment to achieve, and achievement of KPI's as per clause 8 "Key Performance Indicators" in this Agreement. These KPIs will be reviewed annually in line with changing business needs.

This is the first time that such an Agreement has been ratified by these parties and the salary rate increases determined are based on numerous factors including CPI. During the nominal term of this Agreement only and in the event that CPI increases, in any one year during the life of this Agreement, are in excess of 5.5%, all parties to this Agreement will meet to discuss this effect on Employees.

**COCA-COLA AMATIL (AUST) PTY LTD EQUIPMENT SERVICE (REGIONAL NSW)
ENTERPRISE AGREEMENT 2005**

The signatories to this Agreement on behalf of the Employees, Union and the Company are:

UNION REPRESENTATIVES:

Steve Robinson
Organiser, ETU

Signature:

Date:

COMPANY REPRESENTATIVES:

Vireena Peacock

Signature:

Date:

Melanie Breakspear

Signature:

Date: