

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/244**

**TITLE:** Franklins Limited Chullora, NSW Enterprise Bargaining Agreement 2000

**I.R.C. NO:** IRC01/4110

**DATE APPROVED/COMMENCEMENT:** 28 June 2001/1 October 2000

**TERM:** 12 Months

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/72

**GAZETTAL REFERENCE:** 31 August 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under Clerical Employees in Retail (State) Award

**PARTIES:** Franklins Limited -&- Federated Clerks' Union of Australia, New South Wales Branch



## 1. TITLE

This Agreement shall be referred to as the:

*FRANKLINS LIMITED CHULLORA, NSW Enterprise Bargaining Agreement 2000.*

## 2. ARRANGEMENT

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## 3. PARTIES

Parties to this agreement shall be the Australian Services Union, NSW Clerical and Administrative Branch, hereinafter called the "union", all clerical and administrative employees only hereinafter called the "employees", Franklins Limited and One Resource Group Australia (ORGA) hereinafter called the "company".

## 4. ANTI-DISCRIMINATION

It is the intention of the parties to this agreement to help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or

mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or NSW state anti-discrimination legislation;
- An employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction.

### 5. SPAN OF ORDINARY HOURS



Ordinary hours may be worked:

Monday to Saturday	5.00am to 7.00pm
Sunday	7.00am to 6.00pm

Ordinary hours worked on Sunday shall be paid in addition to the ordinary rate, with a 50% loading for all hours worked.

If Sunday is worked in excess of 36 hours for that week, then all time worked on the Sunday would be paid at double time.

An existing employee at the time of the making of the agreement who has previously refused to work ordinary hours on Sunday, or an existing employee who was not advised he/she may be required to work on a Sunday, shall not be forced to work ordinary hours on a Sunday.

Apart from the computer room, help desk, customers service and perhaps up to five other employees, in the event of special circumstances, no existing employee will be required to commence work on ordinary hours before 7.00am. In the event that special circumstances do arise, the company shall consult with the union beforehand and provide 14 days notice to the affected employee of the need for earlier starts.

An employee with genuine family difficulties will have his/her case considered before any roster change on early start is effected.

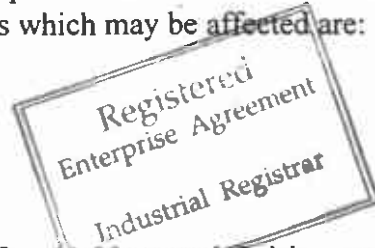
### 6. SHIFT WORK

Shift work may be worked during the following hours:

*Afternoon shift* shall be a shift which starts at or after 2.00pm and finishes at or before midnight. Shift loading will be 17% in addition to ordinary rates. Afternoon

shift will not be extended to all sections and departments. Other than existing areas which currently work afternoon shift, other areas which may be affected are:

- computer room;
- help desk; and
- customer service



Night shift shall be a shift which starts at or after 11.00pm and finishes at or before 8.00am. Shift loading shall be 20% in addition to ordinary rates. Work which starts at 1.00pm shall be deemed to be the ordinary shift for the day on which the shift finishes.

No existing employee at the time of the making of the Agreement shall be forced to change his/her roster to work shift work.

### **7. MAXIMUM HOURS ON ORDINARY TIME**

No employee shall work more than 36 hours in any one week on ordinary time without the payment of overtime.

No employee shall work more than 10 hours on any one day without the payment of overtime.

An employee who is requested to commence work before his/her rostered starting time, or who is requested to work beyond his/her rostered finishing time, shall be paid the overtime rate for all such time.

### **8. MINIMUM HOURS ON ORDINARY TIME**

No full-time employee will be required to attend work on ordinary hours for less than 6 hours or they will be paid for at least 6 hours even if the employee has not worked for the 6 hours.

### **9. ROSTERS**

All full-time and part-time employees shall be given a roster which shall specify starting time, finishing, time and the days on which the employee is required to work.

Each roster shall be for four working weeks. A roster may be changed by mutual agreement between the employee and the employer and no notice shall be required. The employer may change a roster by giving the employee seven clear days notice of his/her roster change.

No roster shall be changed merely to avoid an entitlement which would have been received by the employee except for the roster change.

A roster shall not be continually changed from roster cycle to roster cycle.

No employee with genuine family responsibility shall have his/her roster changed, which would result in harsh or unjust circumstances applying to the employee on account of his/her family responsibility.

The employer may offer the following rosters:

Nine day fortnight (with RDO);  
Nine and a half day fortnight (with no RDO);  
Straight 36 hour week (with no RDO); or  
Four day week



No existing employee at the time of the making of the Agreement shall be made to change his/her roster to any of the above new rosters.

If an employee elects to work on their RDO and work is made available, the employee will be paid their normal days pay. In addition they will be paid at overtime rates for the hours worked (i.e First 2hrs at time and a half and thereafter at double time). Alternatively, the employee may take another day off in lieu of the day worked.

The employer shall not direct an employee to work on his/her RDO or day off on ordinary pay.

Leave without pay will only be granted in exceptional circumstances where the employee can demonstrate a genuine need for the time off. It will be negotiated with the appropriate Team Leader.

Where a person is performing a higher duty for more than 4 hours in a day, then they will be paid at the appropriate hourly rate for the whole of the day.

Rest pauses will be amalgamated to a single period of 20 minutes per day taken in either the morning or the afternoon. This may be negotiated with individual Team Leaders to be either 10 minutes in each of the morning and afternoon. For each department, there will be only one agreement which must be agreed by the majority of employees.

First aid allowance will be paid at a rate of \$1.30 per day for each day the employee is nominated as the "on call" first aid officer.

#### **10. PART-TIME EMPLOYEE**

Part-time employees may be engaged for a minimum of 12 hours per week or maximum of 32 hours per week on ordinary hours.

No existing part-time employee at the time of the making of the Agreement shall have his/her rostered hours reduced merely as a result of the making of the Agreement.

## 11. PUBLIC HOLIDAYS

The employer shall make known which employees may be rostered to work on a public holiday. An employee who is rostered to work on a public holiday may elect to:

- (i) be paid at the public holiday rate of double time and a half; or
- (ii) be paid at ordinary rates and receive another day off work without deduction of pay within 28 days of when the public holiday fell; or
- (iii) be paid at ordinary rates and have another day added to his/her annual leave entitlement.

Prior to rostering employees to work on a public holiday, the employer shall call for volunteers.

## 12. SAFE TRANSPORT

An employee who has his/her roster changed so that the employee's regular, safe transport home is not available, or where an employee is required to work overtime and by the working of the overtime the employee's regular safe transport home is not available, the employer shall provide safe transport to the employee's home at no cost to the employee.

## 13. PERSONAL CARER'S LEAVE

- (1) Use of Sick Leave -
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to: (i) the employee being responsible for the care of the person concerned; and (ii) the person concerned being: (a) a spouse of the employee; or (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or (e) a relative of the employee who is a member of the same household where, for the purposes of this

subparagraph: (1) "relative" means a person related by blood, marriage or affinity; (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and (3) "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who is ill.

(3) Annual Leave -

- (a) An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime -

- (a) By mutual agreement the rate of overtime may be time off in lieu of overtime, provided that: (a) Time off shall be calculated at the penalty equivalent. (b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked. (c) Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.

(5) Make-up Time -

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(6) Rostered Days Off -

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.

- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations providing a

#### 14. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay (or up to 5 days where the employee travels outside of Australia), up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia and the employee does not attend the funeral, he/she shall be entitled up to a period of three days.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death together with proof of attendance in the case of a funeral outside of Australia.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 13, Personal Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 13. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### 15. JOINT CONSULTATIVE COMMITTEE

The parties shall continue the joint consultative committee, which shall, for new and current employees (where applicable):

- (i) establish an appropriate classification structure relevant to the actual work which is being performed;
- (ii) as part of the classification structure, identify additional skills possessed by employees relevant to the Franklins' business.
- (iii) either adopt the outcome, where relevant, of the test case before the NSW Industrial Relations Commission on work-value classification or alternatively, review in-house training technique to promote multi-skilling;
- (iv) examine the requirements for training and additional skills sought by employees and the employer to improve efficiency and promotional opportunities; and



- (v) periodic review of the implementation of the Agreement.

## 16. FUTURE NEGOTIATIONS

During the life of this Agreement, there shall be no further claims made against the employer.

Negotiations for the next Agreement shall commence three months prior to the conclusion of this Agreement.

## 17. UNION RECOGNITION AND MEMBERSHIP

All employees and staff members eligible to belong to the Australian Services Union, Clerical and Administrative Branch, NSW shall be encouraged to join such a union and new employees shall be handed a membership deduction form upon engagement.

## 18. UNION RELATED MATTERS

### Union Membership

The employer recognises the union as being the union that shall have exclusive representation of employees who are covered by the Agreement.

It is the policy of the employer that all its employees subject to the Agreement shall be encouraged to join the union.

All employees shall be given an application form to join the union at the point of engagement together with a statement of the employer's policy. The employer will positively promote union membership at the point of recruitment by strongly recommending that all employees join the ASU.

Franklins undertakes upon authorisation to deduct union membership dues, as levied by the ASU in accordance with its rules, from the pay of employees who are members of the ASU.

Monies collected will be forwarded to the ASU during the subsequent month for which they have been collected together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

### Union Delegate

An employee duly elected or appointed as the union delegate shall be recognised as such by the employer provided such notification is given to the employer.

A union delegate shall:

- b) Be entitled to spend up to 30 minutes interviewing an authorised union official;
- c) Represent the interests of a fellow Team Member in a grievance or dispute with the employer;
- d) Have reasonable access to a telephone for genuine union business;
- e) Place formal union notices on noticeboards;

- f) Be given a secure location/locker in which to place union material;
- g) Be required to follow the disputes settlement procedure in clause 21.

Whilst engaged on genuine union business, the union delegate shall not unduly interfere with normal work.

In the event a union delegate takes time off work to attend union business, the employer shall be notified prior to the union delegate stopping work and also the nature of the union business.

Should a dispute arise as to the activities of a union delegates, the employer may raise such complaint with the authorised union official and the matter shall be dealt with in accordance with the dispute settlement procedure.

#### **Union Meetings**

The union shall be entitled to convene up to 2 paid meetings of 15 minutes duration in each calendar year at the Chullora site.

Where possible, there shall be at least 48 hours notice given to the Corporate Human Resources team prior to the holding of a union meeting.

Franklins Limited shall not unreasonably refuse to agree on a time and date for a union meeting under this clause with the union representative.

All union meetings held under this clause shall not unduly interfere or disrupt the performance of work.

The employer shall make available all reasonable facilities at a place where union meetings can be held.

The union may, in special circumstances, request of the employer an additional meeting in each calendar year within the same conditions mentioned in this clause.

Where practical, Franklins shall ensure that the maximum number of employees are given the opportunity to attend union meetings.

#### **19. TRADE UNION TRAINING LEAVE (TUT)**

The employer shall provide up to 3 days paid leave for each of 2 delegates each year for the purpose of authorised trade union training, hereinafter called TUT.

Failing the attendance of 2 union delegates for TUT, there shall be allocated up to 48 hours of paid training leave per annum.

Prior to conducting a TUT course the union shall notify the employer at least two (2) weeks in advance of such course, the days on which the TUT course shall be held, the venue of the course and the name of each delegate required to attend.

The employer shall be entitled to be satisfied that the TUT course has been approved by the union.

In the event that the TUT course is to be held at a time of a recognised peak trading period the employer may refuse to grant leave to attend the TUT course.

The employer shall not be required to pay to an employee who attends an approved TUT course any more than the employee would have been paid if the employee had attended to work at his/her normal place of work on ordinary time.

## 20. WAGES AND CLASSIFICATION STRUCTURE

- (i) In settlement of all the matters contained in this document the employer agrees to grant a wage increase to all clerical and administrative employees, subject to the Agreement, throughout the life of the Agreement as follows:
- (a) 2% increase applicable from the first full pay period on or after 1 October 2000.
- (ii) The classification structure contains 6 grades.

The skill levels are described under each skill for each grade. Skill levels increase in the degree of difficulty, complexity and the range of skill requirements from Grade 1 to Grade 6.

There are more skills in the higher grades than the lower grades. Skill levels are numbered, beginning in the grade in which they first appear.

The skills and the Grades in which they first appear are: -

Machine Operation	(3 skill levels)	Grade 1
Computer	(5 skill levels)	Grade 2
Keyboard Typing	(3 skill levels)	Grade 2
Word Processing	(3 skill levels)	Grade 3
Information Handling	(5 skill levels)	Grade 1
Enterprise/Industry, Specialist	(6 skill levels)	Grade 1
Business./Financial	(5 skill levels)	Grade 2
Secretarial	(4 skill levels)	Grade 3
Supervisory	(3 skill levels)	Grade 4

Employees are required to possess and use a skill at the required skill level of the previous Grade (s) where applicable.

### (a) MACHINE OPERATION SKILL LEVELS

#### Machine Operation – Skill Level 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

**Machine Operation – Skill Level 2**

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

**Machine Operation – Skill Level 3**

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.



**(b) COMPUTER SKILL LEVELS**

**Computer – Skill Level 1**

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

**Computer - Skill Level 2**

Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet, use simple menu utilities of personal computer.

Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports.

Use a central computer resource to an equivalent standard.

**Computer – Skill Level 3**

Apply knowledge of intermediate functions to manipulate data, ie. modify fields of information, develop new databases or spreadsheet models, spreadsheet, perform reconciliation.

**Computer – Skill Level 4**

Use a variety of application software packages within a micro/personal computer network including importing data from one package to another.

Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements.

Use advanced spreadsheet functions (eg. Macro functions etc) to enhance operation of the spreadsheet.

Use central computer resource to an equivalent standard.

### **Computer – Skill Level 5**

Operation/co-ordinating a group of computers such as a small multi-user system of a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

## **(c) KEYBOARD TYPING SKILL LEVELS**

### **Keyboard Typing – Skill Level 1**

Copy type at 25 words per minute with 98% accuracy.

### **Keyboard Typing – Skill Level 2**

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

### **Keyboard Typing – Skill Level 3**

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face, produce documents requiring specified form or to comply with regulations or standards.

## **(d) WORD PROCESSING SKILL LEVELS**

### **Word Processing – Skill Level 1**

Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, eg. standard correspondence and business documents.

Apply additional functions such as search and replace, variable fonts moving and merging across documents and simple maths.

### **Word Processing – Skill Level 2**

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, eg to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

### **Word Processing – Skill Level 3**

Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents.

Apply knowledge of desktop publishing to integrate complex documents.

Apply advanced functions including macros, moving columns for complex formatting of documents such as multi-column reports and presentations including booklets. Apply complex maths functions.

(f) **INFORMATION HANDLING SKILLS**

**Information Handling Skills – Skill Level 1**

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations, prepare and collate documents, sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

**Information Handling Skills – Skill Level 2**

Maintain mail register and records, maintain established paper-based filing/record systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations.

Transcribe information into records, complete forms, take telephone messages.

**Information Handling Skills – Skill Level 3**

Use and maintain a computer-based record management system to identify, access and extract information from internal sources.

Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

**Information Handling Skills – Skill Level 4**

Create new forms of files and records as required using computer-based records systems: eg. customer/client/supplier and subscription lists.

Access, identify, and extract information as required from external sources eg. databases, libraries, local authorities.

**Information Handling Skills – Skill Level 5**

Develop, plan and implement new paper based/manual filing records systems for the enterprise, assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.



**(g) ENTERPRISE/INDUSTRY, SPECIALIST SKILL LEVELS**

**Enterprise/Industry, Specialist Skills – Skill Level 1**

Acquire and apply a limited knowledge of office procedures and requirements.

**Enterprise/Industry, Specialist Skills – Skill Level 2**

Acquire and apply a working knowledge of office or sectional operating procedures and requirements.

Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, location appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

**Enterprise/Industry, Specialist Skills – Skill Level 3**

Apply a working knowledge of the organisation's product/service, functions, locations and clients.

Respond to and act upon most internal/external inquiries in own function area.

**Enterprise/Industry, Specialist Skills – Skill Level 4**

Provide detailed advice and information on the organisation's products and services, respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison, explain organisation's viewpoint to clients and appropriate persons, using knowledge of internal/external regulatory requirements related to own function areas.

Acquire and use specialist vocabulary, ie. technical/medical/legal within the scope of this grade.

**Enterprise/Industry, Specialist Skills – Skill Level 5**

Apply detailed knowledge of industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies.

**Indicative Specialist Skills include:**

Apply detailed knowledge of customer's law and regulations to overseas sales and ordering.

Apply detailed knowledge of inventory/stock requirement to obtain competitive quotations and initiate purchasing.

Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

**Enterprise/Industry, Specialist Skills – Skills Level 6**

Apply knowledge of the organisation's objectives, performance, apply specialist knowledge, in areas such as projected growth, product trends, and general industry conditions eg.

- knowledge of competitors and major clients market structure in the performance of own responsibilities;
- import/export activities

**Indicative Specialist Skills include:**

Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities.

Administration of workers compensation claims, insurance and disputed claims.

**(h) BUSINESS/FINANCIAL SKILL LEVELS**

**Business/Financial Skills – Level 1**

Sort, process and record original source financial documents (eg. invoices, cheques, correspondence) on a daily basis, maintain and record petty cash, prepare bank deposit and withdrawals and do banking.

**Business/Financial Skills – Level 2**

Maintain financial records and journals, collect and prepare time and wages records, prepare accounts payable for authorisation, respond to simple account queries from debtors, post transactions to ledger.

**Business/Financial – Level 3**

Prepare cash payment summaries, banking reports, apply purchasing and inventory control requirements, reconcile debtors, creditors and general ledger accounts to balance, follow-up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes, calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation, calculate stock valuations, prepare bank reconciliations, calculate costings using established formulae for all inputs and margins.



#### **Business/Financial Skills – Level 4**

Prepare a trial balance, prepare end of period adjustments and transfers using general journal, prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns, reconcile general ledger accounts, determine costings by calculating input costs and margins.

Apply detailed knowledge of organisation's credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

#### **Business/Financial Skills – Level 5**

Administer individual salary packages, travel expenses and allowances and company transport. Administer specialist salary and payroll requirements eg. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes etc.

### **(i) SECRETARIAL SKILL LEVELS**

#### **Secretarial Skills – Skills Level 1**

Take shorthand notes at 70 wpm and transcribe with 95% accuracy.

Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

#### **Secretarial Skills – Skills Level 2**

Take shorthand notes at 100 wpm and transcribe at 95% accuracy, manage executive appointments, respond to invitations, organise internal meetings on behalf of executive, establish and maintain reference lists/personal contact systems for executive.

#### **Secretarial Skills – Skills Level 3**

Take shorthand notes at 120 wpm and transcribe at 95% accuracy, attend executive/organisational meetings and take minutes, answer executive correspondence from verbal or rough hand-written instructions, organise teleconferences.

#### **Secretarial Skills – Skills Level 4**

As well as having shorthand skills of Skills Level 3, arrange conferences and external meetings, including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation, originate executive correspondence, assist executive in preparing, attending and following up appointments, interview, meetings etc. Assume responsibility for designated areas of executive's work, on delegated authority.

(j) **SUPERVISORY SKILL LEVELS**

**Supervisory Skills – Skill Level 1**

Allocation work tasks to individuals, check work progress and correct errors.

**Supervisory Skills – Skill Level 2**

Resolve operational problems for staff in lower grades, co-ordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

**Supervisory Skills – Skill Level 3**

Plan and organise work priorities of a unit or section, reschedule workloads as necessary and resolve operational problems for unit or section, monitor work quality of those supervised, use observations, diagnosis and intervention skills to ensure unit/section meets objectives, organise and chair necessary work meetings/conference, assist in planning future sectional/office organisational resources and equipment needs.

(iii) **Rates of pay:**

	Current	As at 1 Oct 2000
Grade 1	\$508.55	518.72
Grade 2	\$535.87	546.59
Grade 3	\$552.12	563.16
Grade 4	\$588.97	600.75
Grade 5	\$635.28	647.98
Grade 6	\$717.77	732.12

- (iv) Should a dispute arise as to one placement of an employee in a particular classification, the affected parties will hold a meeting to discuss the issue. Each affected party will be entitled to representation at this meeting.

**21. REDUNDANCY**

**A. APPLICATION**

- (a) The Agreement shall have application when the termination of an employee results from redundancy.
- (b) In the event of a surplus of labour arising as a result of one of the following circumstances a redundancy situation shall exist and deemed exist:

- (i) The employer has ceased, or intends to cease to carry on business, or;
- (ii) The requirements of the business for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish.

#### **B. NOTICE PERIOD**

An employee to become redundant shall be given four (4) weeks notice prior to termination.



#### **C. SEVERANCE PAYMENT**

The package shall be as follows:

- a) Four weeks wage at the employee's current rate, as at the time of redundancy, for each completed year of employment with a pro-rata payment for each month of employment.
- b) An employee 45 years of age, or older, shall receive in addition to those payments as at subclause (a) above an extra 20%
- c) Notwithstanding anything else written in this Agreement an employee who is selected for redundancy shall receive no more than 70 weeks severance pay.
- d) A reasonable amount of paid time shall be allowed, up to four hours for each interview, with a total time of 16 hours for the purpose of seeking other employment during the notice period. The granting of paid time set out in this paragraph is subject to reasonable notice being given to the employer and evidence of interview being presented by the employee to the employer.

#### **D. LONG SERVICE LEAVE**

An employee who becomes redundant in accordance with this Agreement shall receive, in addition to all other payments, long service entitlements as per the New South Wales Long Service Leave Act 1955.

#### **E. ANNUAL LEAVE LOADING**

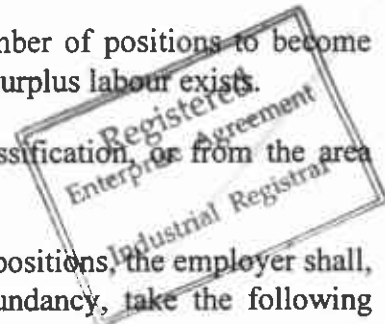
An employee who becomes redundant in accordance with this Agreement and who has untaken annual leave entitlements owing to him/her shall be paid a loading of 25% on all such untaken annual leave at the time of termination.

#### **F. REFERENCE**

An employee who becomes redundant in accordance with this Agreement shall be issued, if the employee requests same, with a certificate of service which shall state the length of service of the employee, the duties performed by the employee, the skills possessed by the employee and the reason for termination.

**G. METHOD OF SELECTION AND PROCEDURE FOR REDUNDANCY**

- (a) The employer shall advise the employee who are subject to this Agreement as soon as possible, when it becomes known to the employer, of the need for redundancy.
- (b) The employer shall notify the employees of the number of positions to become redundant and, if possible, in which classification the surplus labour exists.
- (c) The employer shall call for volunteers from the classification, or from the area where redundancies are required.
- (d) If there are more volunteers than there are redundant positions, the employer shall, before deciding on which employees are to be redundancy, take the following matters into consideration:
- (i) the length of service of each employee so volunteering;
  - (ii) the age of each employee so volunteering;
  - (iii) the skills level of each employee volunteering for redundancy;
  - (iv) notwithstanding the above sub-paragraphs, if all things are equal the employer shall adopt the last-on first-off guideline to decide which employee shall be redundant.
- (e) Should there be insufficient employees who volunteer to take up redundancy the employer shall take the following matters into consideration:
- (i) the classifications, or area, where redundancies will be necessary;
  - (ii) the skills level in the respective classifications, or area, where redundancies will be necessary;
  - (iii) the age of each employee in the area likely to be affected by redundancies;
  - (iv) the length of service of each of the employees in the area likely to be affected by redundancy.
- (f) The employer shall not exercise a decision on redundancy which would victimise one employee in preference to another employee for merely engaging in union activities or other past lawful behaviour in which an employee engaged in whilst in paid employment with the employer.



**H. RE-ENGAGEMENT**

- (a) An employee who is made redundant and is subsequently re-employed by the employer within 6 months of having been made redundant shall have continuity of employment except that the period for which the employee was absent will not be calculated.
- (b) Subclause (a) above will not apply unless all monies paid to the said employee at the time of termination are repaid in full to the employer at the time of re-employment.
- (c) Subclause (a) and (b) above do not apply to an employee who volunteered and was thus selected for redundancy.
- (d) A previously redundant employee who is re-engaged by the employer after 6 months from when he/she terminated shall not have continuity of service.

**I. SUPERANNUATION**

An employee who becomes redundant in accordance with this Agreement shall receive all superannuation entitlements in accordance with the superannuation trust deed to which the employee was a contributor and in compliance with the Superannuation Guarantee Levy.

**J. EMPLOYEE'S ESTATE**

In the event an employee who is serving out a notice period for redundancy deceases during this time, the full benefits of the redundancy entitlements which would have been paid to the employee shall be paid to the estate of the said employee.

**K. FINANCIAL COUNSELLING**

The employer shall make available to a redundant employee professional financial counselling during the notice period.

**L. REDUNDANCY AGREEMENT SCHEDULE**

LENGTH OF SERVICE	SEVERANCE PAY	
Less than 1 year		Pro rata payments for each month of employment
1 year	4 weeks	" "
2 years	8 weeks	" "
3 years	12 weeks	" "
4 years	16 weeks	" "
5 years	20 weeks	" "
6 years	24 weeks	" "
7 years	28 weeks	" "
8 years	32 weeks	" "

9 years	36 weeks	“	“
10 years	40 weeks	“	“
11 years	44 weeks	“	“
12 years	48 weeks	“	“
13 years	52 weeks	“	“
14 years	56 weeks	“	“
15 years	60 weeks	“	“
16 years	64 weeks	“	“
17 years	68 weeks	“	“
18 years	70 weeks	“	“

## 22. RELATIONSHIP TO PARENT AWARD

1. This award shall be read and construed in conjunction with the following award:
  - (i) Clerical Employees in Retail (State) Award.
2. Where there is any inconsistency between the award specified in subclause 1 above and this agreement, this agreement shall prevail to the extent of the inconsistency.

## 23. AVOIDANCE OF INDUSTRIAL DISPUTES

The purpose of the Avoidance of Disputes Procedure is to allow all parties a system to discuss and resolve all matters of grievances and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

### STAGE 1

The delegate will leave his place of work on union business only after informing his supervisor. The delegate will also inform the supervisor whose section he is entering that he wishes to conduct union business with an employee(s).

### STAGE 2

An employee and delegate will refer any grievance to the immediate supervisor.

### STAGE 3

If a satisfactory resolution is not attained, the matter will be referred to the department manager.

### STAGE 4

Failing a satisfactory resolution at this stage, the parties will involve the relevant Human Resources Manager or his/her representative.

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Franklins Limited Chullora, NSW Enterprise Bargaining Agreement

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Failing a satisfactory resolution at this stage, the parties will involve the relevant Human Resources Manager or his/her representative.

#### STAGE 5

In the event of the dispute not being settled at stage 4, any party to the dispute may notify the Industrial Relations Commission of New South Wales pursuant to section 130 of the I.R. Act 1996.

During a dispute the status quo existing immediately prior to the matter rising to the dispute will remain. Work will proceed without stoppage or impositions of any ban, limitation or restriction, provided that where industrial action is proven to be justified on the grounds of health and safety and is within the reasonable responsibility of the employer concerned, this Clause shall not apply.

The parties to this Agreement shall observe the avoidance of industrial dispute procedure.

#### 24. NO EXTRA CLAIMS

It is a term of the Agreement that the Unions and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life on this Agreement including increases arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

#### 25. LIFE OF AGREEMENT

The life of the Agreement shall commence from 1 October 2000 and shall run till 30 September 2001.

#### 26. SIGNATURES

The following signatures confirm the Agreement as made in this document and such matters shall be consolidated into a single document to be known as the Franklins Limited NSW Clerical and Administrative Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Bradley Eiffe  
Human Resources Director  
On behalf of Franklins Limited and ORGA

**STAGE 5**

In the event of the dispute not being settled at stage 4, any party to the dispute may notify the Industrial Relations Commission of New South Wales pursuant to section 130 of the I.R Act 1996.

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The parties to this Agreement shall observe the avoidance of industrial dispute procedure.

**24. NO EXTRA CLAIMS**

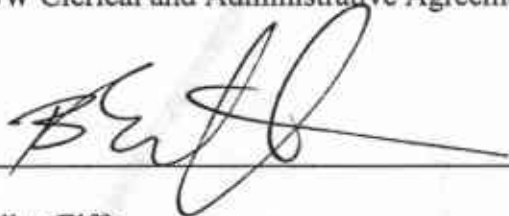
It is a term of the Agreement that the Unions and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life on this Agreement including increases arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

**25. LIFE OF AGREEMENT**

The life of the Agreement shall commence from the day signature of the party principals are affixed and shall run till 30 September 2001.

**26. SIGNATURES**

The following signatures confirm the Agreement as made in this document and such matters shall be consolidated into a single document to be known as the Franklins Limited NSW Clerical and Administrative Agreement.

Signed:  Date: 15/6/01

Bradley Eiffe  
Human Resources Director  
On behalf of Franklins Limited and ORGA

Signed:  Date: 19 6 01

Michael Want – State Secretary  
On behalf of the Federated Clerks Union  
of Australia, NSW Branch