

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/72**

**TITLE: Franklins Limited Chullora NSW Enterprise Bargaining Agreement 1998**

**I.R.C. NO: 98/6233**

**DATE APPROVED/COMMENCEMENT: 8 December 1998**

**TERM: 30 September 2000**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 16**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: All clerical employees at 62 Hume Highway, Chullora NSW**

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

Registered  
Enterprise Agreement  
Chullora NSW  
Industrial Registrar

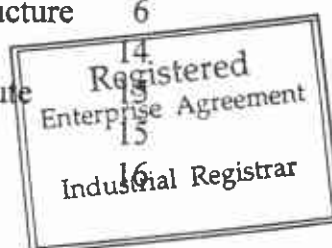
**1.0 TITLE**

This Agreement shall be referred to as the:

*FRANKLINS LIMITED CHULLORA*, NSW Enterprise Bargaining Agreement 1998.

**2.0 ARRANGEMENT**

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### 3. 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, customer 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.

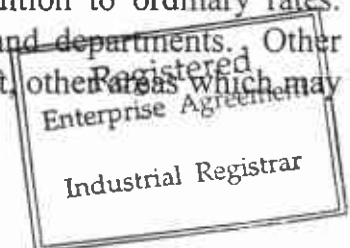
### 4. SHIFT WORK

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 shall 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.

#### 5. 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 overtime rate for all such time.

#### 6. 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.

#### 7. ROSTERS

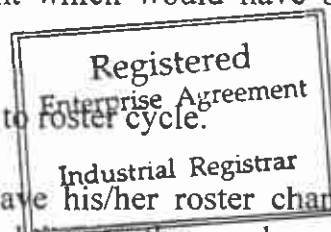
All full-time and part-time employees shall be given a roster which shall specify starting time, finishing time and the days on which the employee is required to work.

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.

A 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 1st 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 employees is nominated as the "on call" first aid officer.

## 8. 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.



## 9. 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.

## 10. 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.

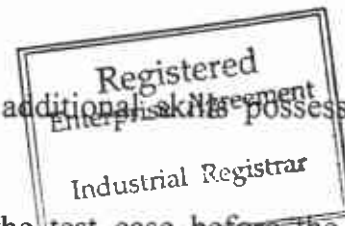
## 11. FAMILY LEAVE

The employer will apply the terms of the Industrial Relations Commission of New South Wales test case on Personal/Carer's Leave.

## 12. 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.

### 13. 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.

### 14. 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 upon engagement.

### 15. LIFE OF AGREEMENT

The life of the Agreement shall commence from the day signature of the party principals are affixed and shall run till September 2000.

### 16. WAGES AND CLASSIFICATION STRUCTURE

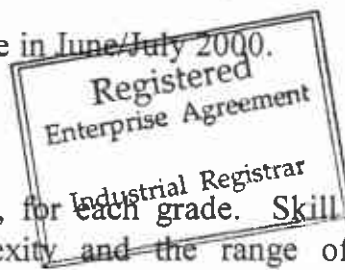
- (i) In settlement of all the matters contained in this document the employer agrees to grant a wage increase to all clerical and administrative employees, subject to this Agreement, throughout the life of the Agreement as follows:
- (a) 4% increase applicable from 1st pay period on or after the 1st July 1998.
  - (b) 3.5% increase applicable from 1st pay period on or after 1st July 1999.
  - (c) For employees paid at a rate higher than the grade, a 1.5% increase will be payable from the first pay period after 1st July 1998. No further increases will be paid until the team members wages/rate equals the appropriate grade wage rate.

Negotiations for a replacement Agreement to commence in June/July 2000.

- (ii) This 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, type writers.

(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, i.e. 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 (e.g Macro functions etc) to enhance operation of the spreadsheet.

Use central computer resource to an equivalent standard.

### **Computer - Skill Level 5**

Operating/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, e.g. 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, e.g. 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.

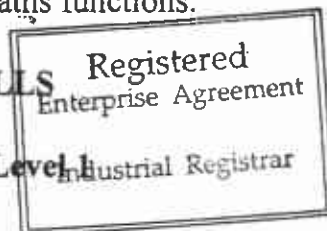
Apply knowledge of desk top publishing to integrate complex documents.

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.

## **(e) INFORMATION HANDLING SKILLS**

### **Information Handling Skills - Skill Level 1**

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch 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/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisations 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; e.g. customer/client/supplier and subscription lists.

Access, identify, and extract information as required from external sources e.g. 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.

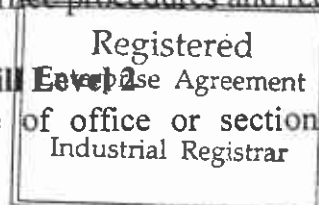
### **(f) ENTERPRISE/INDUSTRY, SPECIALIST SKILL LEVELS**

#### **Enterprise/Industry, Specialist Skills - Skills 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, locate 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 products/service, functions, locations and clients.

Respond to an 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, i.e. technical/medical/legal within the scope of this grade.

### **Enterprise/Industry, Specialist Skills - Skill Level 5**

Apply details 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:**

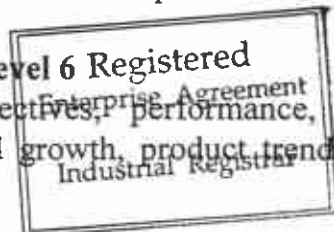
Apply detailed knowledge of customers law and regulations to overseas sales and ordering.

Apply detailed knowledge of inventory/stock requirements 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 Registered**  
Apply knowledge of the organisation's objectives, performance, growth, product trends, and general industry conditions e.g.

- 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.

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

**Business/Financial Skills - Level 1**

Sort, process and record original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintain and record petty cash; prepare bank deposits 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 Skills - 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 pay roll, 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; company transport. Administer specialist salary and payroll requirements e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes etc.

### **(h) 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 call, 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 executives.

#### **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 Skill 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, interviews, meetings, etc. Assume responsibility for designated areas of executive's work, on delegated authority.

### **(i) SUPERVISORY SKILL LEVELS**

#### **Supervisory Skills - Skill Level 1**

Allocate 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/conferences; assist in planning future sectional/office organisational resources and equipment needs.

(iii) Rate of pay effective 1 July 1998.

Grade 1	\$ 491.35
Grade 2	\$517.75
Grade 3	\$533.45
Grade 4	\$569.05
Grade 5	\$613.80
Grade 6	\$693.50

(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.

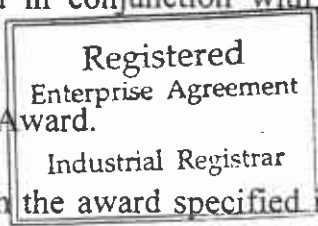
Should there be no resolution of this dispute, either party will have the right to take the matter to the Industrial Relations Commission of New South Wales.

### 17. RELATIONSHIP TO PARENT AWARD

1. This <sup>agreement</sup> 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.



## 18. 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 grievance 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 departmental manager.

### STAGE 4

Failing a satisfactory resolution at this stage the parties will involve the manager-employee relations or his 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.

→ [transpose 2 para from p.16]

## 19. NO EXTRA CLAIMS

It is a term of this Agreement that the Unions and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life of 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.

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During a dispute the status quo existing immediately prior to the matter giving rise 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 <sup>to</sup> of this Agreement shall observe the avoidance of industrial dispute procedure.

## 20. SIGNATURES

The following 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: \_\_\_\_\_



Phil Allison  
Central Regional Director  
On behalf of Franklins Limited

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

12/11/98

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



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

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

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