

ENTERPRISE AGREEMENT

NO: E.A. 420 /1994

DATE REGISTERED: 25-10-94

PRICE: \$ 12-00

FAIRFAX COMMUNITY NEWSPAPERS
EMPLOYMENT AGREEMENT

Between

MACARTHUR ADVERTISER CLERICAL DEPARTMENT

and

FAIRFAX COMMUNITY NEWSPAPERS

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1. TITLE AND PURPOSE

This Agreement applies to the Macarthur Advertiser Clerical Department at 263 Queens Street, Campbelltown of Fairfax Community Newspapers Pty Limited ("the Company") and to the employees at Macarthur Advertiser Clerical Department and shall be called the Fairfax Community Newspapers Macarthur Advertiser Clerical Department Employment Agreement. It sets out the terms and conditions of employment with the Company for clerical employees with occupations equating to Grades 4, 3, 2 and 1 and above incorporating booking clerks and Apple Macintosh creatives.

The purpose of this agreement is to:

- (a) encourage harmonious relations and goodwill by developing mutual understanding through consultation and co-operation;
- (b) improve the productivity, efficiency and profitability of the Company for the benefit of all; and
- (c) provide an incentive for employees to continue to participate in skill formation and greater job security.

2. NO DURESS

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

3. HOURS OF DUTY

The ordinary hours of work are a maximum of 38 hours per week averaged over a 52 week period.

The company may grant time off in lieu for hours above 38 per week.

4. REMUNERATION

No employee shall receive less than they would have received under the parent award for ordinary hours of work.

Salaries above the award minimum shall be paid for an employee's performance and commitment to high quality newspapers.

Salaries shall be reviewed annually.

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5. SUPERANNUATION

Superannuation contributions will be to the John Fairfax Retirement Fund and shall be based on the employee's annual salary and the provisions of the Superannuation Guarantee Levy, subject to the provisions of the NSW Industrial Relations Act 1991, Section 180(1) that employees may elect to contribute to an alternative fund by agreement.

6. REASONABLE EXPENSES

All reasonable expenses incurred in carrying out duties on behalf of FCN will be reimbursed to the employee.

7. PUBLIC HOLIDAYS

Any day gazetted as a public holiday for the state shall be considered a public holiday for the purpose of this agreement. No deduction shall be made from the wage of weekly or part time employees for the week in which any of the holidays fall.

The employee may be required to work on any or all public holidays excluding Christmas Day, Boxing Day, New Year's Day, Good Friday or Easter Sunday. Where so required to work, a day in lieu shall be taken at a time mutually agreed to between the employee and the Company or added to the annual leave entitlement. In addition, payment for hours worked on such a holiday shall be paid at ordinary time rates.

8. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly and in conjunction with the Clerks Newspapers (Metropolitan) Award with the exception of clauses 5 and 15.

[Handwritten initials and signatures]

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9. DISPUTES AND GRIEVANCES PROCEDURE

The procedure should cover both individual and collective grievances. The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.

Stages in such a procedure could be:

1. Employee notifies the employer (in writing or otherwise) as to the substance of the grievance, requests a meeting with the management and states the remedy sought.
2. Discussion held between employee (and representative) and first line manager.

If the matter not resolved

3. Employee (and representative) confers with senior manager.

If the matter not resolved

4. Joint meeting with more senior management representative.

If the matter not resolved

5. Referral to a mutually agreeable third party for mediation.

If the matter not resolved

6. Referral to the Industrial Relations Commission

The procedures require:

- * reasonable time limits to be set for discussion at each stage;
- * normal work to continue while the procedure is being followed;
- * if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.
- * that the employee may be represented by an industrial union. In a dispute between employers and their employees each party may be represented by their respective industrial organisations.

10. TERM

The agreement shall operate from the date of registration and remain in force for a period of three years.

Signed: J. Stafford Dated: 23/8/94
General Manager

We accept and agree to the terms set out or referred to in the Fairfax Community Newspapers Macarthur Advertiser Clerical Department Employment Agreement and this Schedule and we make it clear, certain and not vague that we have entered into this agreement without duress whatsoever.

Signed: M. McEllison Dated: 18/8/94
Employee

Signed: [Signature] Dated: 18/8/1994
Employee

Signed: [Signature] Dated: 18-8-94
Employee

Signed: V. Ryan Dated: 18/8/94
Employee

Signed: [Signature] Dated: 18/8/94
Employee

Signed: [Signature] Dated: 19/8/94
Employee

Signed: [Signature] Dated: 19/8/94
Employee

Signed: Bjorn Johannsson Dated: 19/8/94
Employee

Signed: [Signature] Dated: 19/8/94
Employee

Signed: [Signature] Dated: 19/8/94
Employee
K. Man