

ENTERPRISE AGREEMENT

NO: E.A. 65 /1996

65/1996

DATE REGISTERED: 27-2-96

PRICE: \$ 24-00

Fairfax Community Newspapers (NSW)

Employment Agreement

Between

Group Classified & Group Features Department

and

Fairfax Community Newspapers (NSW)

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1. TITLE AND PURPOSE

This Agreement applies to the Group Classified and Group Features Department at 47 Allingham Street Condell Park of Fairfax Community Newspapers Pty Limited ("the Company") and to the employees in the Group Classified and Group Features Department and shall be called the Fairfax Community Newspapers Group Classified and Group Features Department Employment Agreement. It sets out the terms and conditions of employment with the Company.

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. CAREER PATHS

- (a) Employees are to be available to carry out all tasks as required which are within their skill and competence.
- (b) The parties agree that career paths may need to be reviewed subject to changes in technology, training and industry / organisational needs.

4. DEFINITIONS

In this agreement:

- (a) "Hard Copy Clerk" is an employee working in the Group Classified Department who inputs hard copy via a computer terminal or comparable technology requiring comparable skills.
- (b) "Sales Adviser" is an employee working in the Group Classified who sells or canvasses classified advertising and inputs directly into a computer terminal or comparable technology requiring comparable skills.

(c) "Senior Sales Adviser" is an employee working in the Group classified Department who performs the duties of a Sales Adviser but has demonstrated a thorough understanding of a majority of the department.

(d) "Category Canvasser" is a sales adviser who specialises across particular categories of classified sales and is responsible for maintaining growth in those categories.

(e) "Trainer/Team Leader" is an employee who trains and supervises a team of classified sales advisers and/or canvassers.

(f) "Telemarketer" is an employee working in the Group Features Department who sells or canvasses display advertising including features and supplements.

(g) "Senior Telemarketer" is an employee working in the Group Features Department who can perform the duties of a Telemarketer and has demonstrated a thorough understanding of the department.

5. CLASSIFICATIONS

This Agreement recognises that the grading and remuneration systems have been tailored to meet its specific organisational and business needs and the parties agree that Fairfax Community Newspapers will administer and determine these systems.

Subject to the needs of the enterprise adult employees shall be graded in one of the following grades:

Level 4 means an adult employee employed as a Trainee Sales Adviser.

OR An employee employed as a Trainee Telemarketer.

Level 3 means an adult employee capable of carrying out the duties of a *level 4 employee* and has satisfactorily completed the training of Sales Adviser

OR An adult employee whose duties are to input hard copy via a computer terminal or comparable technology requiring comparable skills or is employed as a customer liaison clerk and is competent of carrying out such duties.

OR An adult employee employed to carry out duties of a Telemarketer.

Level 2 means an adult employee who is capable of and may carry out the duties of a *level 3 and 4 employee* and is competent of performing the duties of a Senior Sales Adviser.

OR An adult employee competent of performing the duties of a Category Canvasser.

OR An adult employee competent in carrying out the duties of a Senior Group Telemarketer.

Level 1 means an adult employee who is capable of and may carry out the duties of a *level 2, 3, and 4 employee* and is competent of performing the duties of a Trainer/Team Leader.

6. REMUNERATION

The base salary for a full time adult employee will commence at \$392.50 per week.

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

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

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

The bonus scheme that is operational within the department is to remain within its current framework for the first six months of this agreement. However bonus levels will then be reviewed from time to time.

All pay levels will be reviewed annually commencing from date of registration of this agreement.

RATES OF PAY

		Permanent	Casual *
Level 4	\$402.50 per week	\$10.73 per hour	\$13.953 per hour
Level 3	\$423.75 per week	\$11.30 per hour	\$14.690 per hour
Level 2	\$431.25 per week	\$11.50 per hour	\$14.950 per hour

* Casual rates are calculated on the equivalent permanent hourly rate plus 20%. To comply with the Annual Holidays Act a calculation of one twelfth is also included.

Walden
Dea *Carroll*
St *John*
Reps

7. COMMUNICATION

Meetings between senior management and staff will be held at six monthly intervals.

These meetings are to address the regulations of the agreement and any other matter that may arise.

8. 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.

9. REASONABLE EXPENSES

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

10. 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, payment will be made at the rate of double time and a half with a minimum payment of three hours.

11. RELATIONSHIP TO PARENT AWARD

This agreement shall partially regulate the Clerks Newspapers (Metropolitan Award) provided that where there are inconsistencies between the award and the agreement the agreement shall take precedence.

12. REDUNDANCY / RETRENCHMENTS

If the employer has made the decision to retrench employees the following scale of severance payments are appropriate.

Length of continuous service by employee	If employee under 45 years of age.	If employee 45 or more years of age.
Less than 1 year	Nil	Nil
1 yr and less than 2 yrs	4 weeks' pay	5 weeks' pay
2 yrs and less than 3 yrs	7 weeks' pay	8.75 weeks' pay
3 yrs and less than 4 yrs	10 weeks' pay	12.5 weeks' pay
4 yrs and less than 5 yrs	12 weeks' pay	15 weeks' pay
5 yrs and less than 6 yrs	14 weeks' pay	17.5 weeks' pay
6 yrs and over	16 weeks' pay	20 weeks' pay

13. VARIATION OF AGREEMENT

This agreement may be varied by mutual consent provided that after a decision to do so is supported in a secret ballot by not less than 65% of the persons being employed in Group Classified & Group Features Departments.

14. 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.

J. Cannon
W. Alford
LJ
John
Robb 5

John

If the matter not resolved

6. Referral to the Industrial Relations Commission

The procedures require:

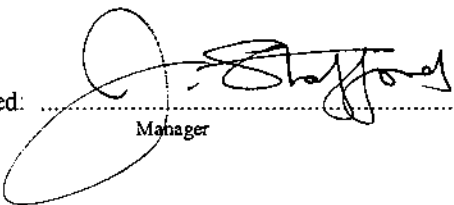
- * reasonable time limits to be set for discussion at each stage;
- * normal work to continue while the procedure is being followed;
- * if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not 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.

Com
Walden
E. L.

J. H. H.

15. TERM

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


Signed: 
Manager

Dated: 30.11.95

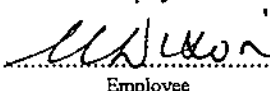
We accept and agree to the terms set out or referred to in the Fairfax Community Newspapers Group Classified and Group Features Department Employment Agreement and this Schedule and we make it clear, certain and not vague that we have entered into this agreement without duress whatsoever.

Signed: 
Employee

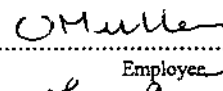
Dated: 23/11/95

Signed: 
Employee

Dated: 23/11/95

Signed: 
Employee

Dated: 23/11/95

Signed: 
Employee

Dated: 27/11/95

Signed: 
Employee

Dated: 29/11/95

Signed:
Employee

Dated:

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Employee

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Employee

Dated:

Signed:
Employee

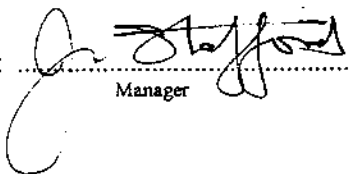
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Employee

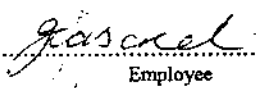
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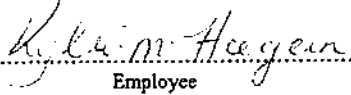
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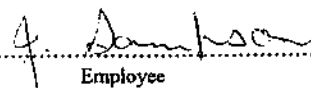
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Manager


We accept and agree to the terms set out or referred to in the Fairfax Community Newspapers Group Classified and Group Features 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:  Dated: 22-11-95
Employee

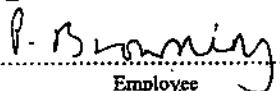
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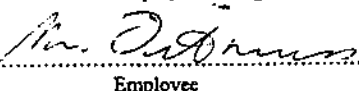
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Employee

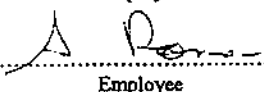
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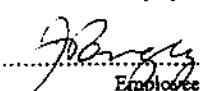
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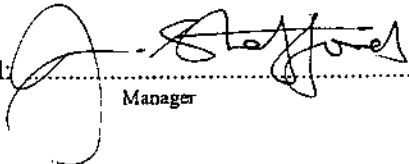
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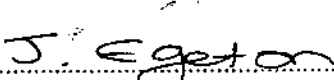
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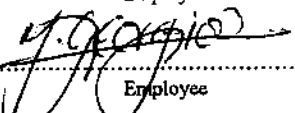
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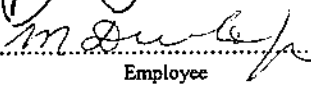
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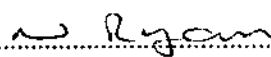
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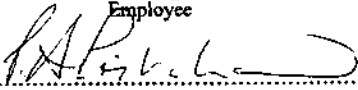
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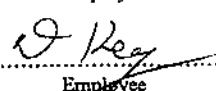
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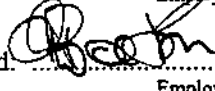
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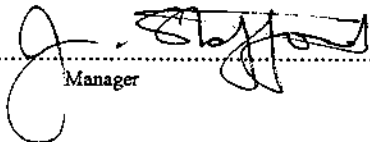
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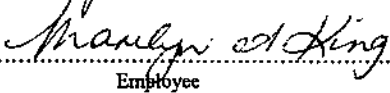
Signed:  Dated: 30.11.95

Manager

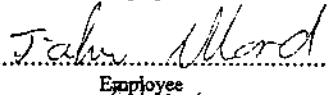
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Signed:  Dated: 21/11/95


Employee

Signed:  Dated: 21/11/95

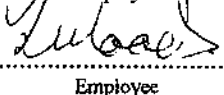
Employee

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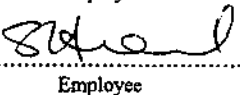
Employee

Signed:  Dated: 20/11/95

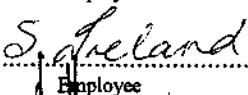
Employee

Signed:  Dated: 21/11/95

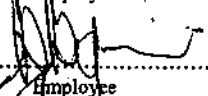
Employee

Signed:  Dated: 21/11/95

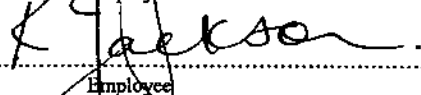
Employee

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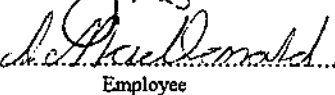
Employee

Signed:  Dated: 21.11.95

Employee

Signed:  Dated: 22-11-95

Employee

Signed:  Dated: 22/11/95

Employee