

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/55

**TITLE:** Franklins Ingleburn Distribution Centre Enterprise Agreement  
2000

**I.R.C. NO:** 2001/3829

**DATE APPROVED/COMMENCEMENT:** 11 July 2001/1 September 2001

**TERM:** 1 September 2002

**NEW AGREEMENT OR  
VARIATION:** Variation Replaces EA00/323

**GAZETTAL REFERENCE:** 5 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees covered by Franklins Limited Ingleburn Distribution Centre Enterprise Agreement 2000 and Storemen and Packers, General (State) Award

**PARTIES:** Franklins Limited -&- the National Union of Workers, New South Wales Branch



## FRANKLINS INGLEBURN DISTRIBUTION CENTRE

### CLOSURE AGREEMENT - APPENDIX 1A

#### 1. Parties to this Agreement

- 1.1 The parties to the Agreement shall be the National Union of Workers, New South Wales Branch, hereinafter called the "Union", the Ingleburn storeman and packer employees involved in the receiving, assembly, and despatch of dry goods hereinafter called the "employees", and Franklins Limited, New South Wales, hereinafter called the "Company".



#### 2. This Agreement

- 2.1 This Agreement shall be read in conjunction with the Franklins Limited Ingleburn Distribution Centre Enterprise Agreement 2000 (the Parent Agreement). This Agreement shall be known as Attachment A1 of the Parent Agreement and shall be read in conjunction with it. To the extent of any inconsistency, Attachment A1 will apply.
- 2.2 This Agreement is made by the parties to this agreement by virtue of the managed sell down of the Franklins business and the necessary co-operation that is required to facilitate the eventual closure of the Ingleburn Distribution Centre.
- 2.3 The parties recognise the need for full co-operation while Franklins stores are being divested. To this extent, the provisions of this closure agreement shall only apply until such time as industrial action (in any form) occurs. In the event that industrial action (in any form) occurs, this closure agreement shall be voided and no longer apply to the parties.

#### 3. Assembly Work

- 3.1 Preference shall be given to Franklins employees for assembly work.
- 3.2 Franklins employees engaged in non-assembly tasks who are identified for redundancy shall be offered first option of assembly work, subject to agreeing to achieve a minimum productivity level of 120 cartons per hour.
- 3.3 Should the minimum productivity level not be achieved when averaged over one week, then the Franklins employee shall be made redundant and replaced with a casual.
- 3.4 In the case of weekend or public holiday overtime, permanent employees shall be offered first option of overtime for the number of hours required for a shift. Any permanent employee who does not accept the offer of overtime, may be replaced with a casual.

3.5 Additional casuals may then be engaged up to the relevant percentage ceiling contained within the parent agreement.

#### **4. Non-Assembly Work**

4.1 All non-assembly work shall be performed by Franklins employees, provided there are sufficient numbers of Franklins employees available to perform non-assembly work.

#### **5. Early Requests for Termination**

5.1 The Company shall use its best endeavours to enable all employees who wish to leave the opportunity to leave.

5.2 If there are too many from one area or classification who wish to leave and there is no suitable alternative arrangement, the Company reserves the right to keep selected employees until a suitable time.

5.3 When a Franklins employee requests to leave and is permitted to leave, a casual may be engaged on a one-for-one basis.

5.4 The casual ceilings shall apply to the combined number of Franklins employees and casuals as described in 5.3.



#### **6. Rostered Days Off (RDO) Groups**

6.1 RDO groups shall be changed as necessary to increase flexibility.

6.2 Consideration shall be given to employees who travel in car pools.

#### **7. Shift Closures**

7.1 Seven days notice shall be given to affected employees prior to shift closure.

7.2 If night shift closes, night shift employees shall be offered the option of assembly work on day or afternoon shifts, subject to agreeing to achieve a minimum productivity level of 120 cartons per hour as described in 3.2, or access the redundancy package.

7.3 If afternoon shift closes, afternoon shift employees shall be offered the option of assembly work on day shift, subject to agreeing to achieve a minimum productivity level of 120 cartons per hour as described in 3.2 and subject to there being assembly work available, or access the redundancy package.

7.4 The rate of pay of any employees who transfer to another shift shall be paid the working shift rate.

7.5 The redundancy package shall be calculated at the shift rate applicable to employees as at 18 April 2001.

## **8. Commitment to Work Together**

8.1 The parties agree to work together while the Franklins business sell-down progresses.

8.2 All employees agree to ensure a smooth transition to the new owners at all stages.

## **9. Dispute Settlement Procedure**

9.1 The parties agree to abide by the Procedures for the Avoidance of Industrial Disputes as described in Clause 17 of the Ingleburn Distribution Centre Enterprise Agreement 2000.

## **10. Employees to Work as Directed**

10.1 All employees agree to work as directed by warehouse management



## **11. Annual Leave**

11.1 The Company shall approve leave at its discretion as the Franklins business sell-down commences.

11.2 No employee will be forced to take annual leave.

## **12. Loss Prevention**

12.1 Bag, coat, locker and vehicle searches shall be conducted at the Ingleburn Distribution Centre as per the agreed guidelines.

### **13. Redeployment**

- 13.1 The Company shall write and ask the new owners to consider interviewing Franklins employees engaged at the Ingleburn Distribution Centre for any suitable position they may have.
- 13.2 Should the new owners be interested, the Company will help arrange interviews and time off for the relevant employees.
- 13.3 The Company will provide early release for successful team members.
- 13.4 Any employees who are successfully redeployed shall not be eligible for the redundancy package.

### **14. Outplacement Assistance**

- 14.1 The Company will provide outplacement support and financial advice to any employee upon request.

### **15. Sale of the Ingleburn Distribution Centre**

- 15.1 This shall be a reserved matter as part of this Agreement.

### **16. Redundancy Package**

- 16.1 Involuntary redundancies shall occur in accordance with the Parent Agreement.
- 16.2 In addition to the severance payment detailed within the Parent Agreement, the Company will pay an additional payment of four thousand and five hundred dollars (\$4,500.00) to each employee on termination.
- 16.3 The seventy (70) week capping condition as detailed within the Parent Agreement will also be removed.
- 16.4 Should any form of industrial action occur prior to termination, the additional payments described in 16.2 and 16.3 above shall not apply.
- 16.5 Industrial action includes, but is not limited to, action such as any form of unauthorised stoppage, withdrawal of labour, limitation or ban imposed upon the Ingleburn Distribution Centre operations during the Franklins business sell-down process.
- 16.6 Should any of the agreed points contained within this document be withdrawn at any stage by employees or the Union, the additional payments described in 16.2 and 16.3 above shall not apply.



**17. Redundancy Procedure for Employees on Workers Compensation**

17.1 The redundancy procedure for employees on workers compensation is contained within Attachment A.

**18. Agreement to be Registered**

18.1 The parties agree that this Closure Agreement shall be tabled before the NSW Industrial Relations Commission as an addendum to the Ingleburn Distribution Centre Enterprise Agreement 2000 and was not entered into under duress.

**19. No Further Claims**

19.1 The parties agree that no further claims shall arise with respect to this agreement or surrounding the closure and wind down of the site.


SIGNED:

  
On behalf of Franklins Limited NSW

DATE:

6/6/2001

SIGNED:

  
On behalf of the National Union of  
Workers, NSW Branch

DATE:

6/6/2001



## **ATTACHMENT A**

### **Group 1 - Normal Duties with some ongoing medical treatment**

- *access to redundancy package at any time*
- *attempted commutation of claim*
  - *agree to sit down with Franklins and your legal representative and attempt to finalise claim*
- *termination*

### **Group 2 - Suitable Duties or Lost Time Injuries - Claims before January 2001**

- *if you return to normal duties for 4 weeks during shut-down*
  - *access to redundancy package at any time*
  - *termination*
- *if you do not return to normal duties*
  - *no access to redundancy package until termination date by Company*
  - *attempted finalisation of claim as above*
  - *termination*

### **Group 3 - Suitable Duties or Lost Time Injuries - Claims after January 2001**

- *the Company will attempt to re-deploy to another job (eg Franklins store) under our duty of care*
  - *if unsuccessful*
    - *access to redundancy package*
    - *attempted finalisation of claim*
    - *termination*
  - *if successful*
    - *no redundancy package*
    - *redeployment*

