

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/289

**TITLE:** Ausdoc Information Management Enterprise Agreement, 2003

**I.R.C. NO:** IRC4/1388

**DATE APPROVED/COMMENCEMENT:** 2 April 2004 / 15 November 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/74

**GAZETTAL REFERENCE:** 5 November 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Ausdoc Information Management, situated at various sites in New South Wales, who fall within the coverage of the Storemen and Packers, General (State) Award

**PARTIES:** Ausdoc Information Management Ltd -&- the National Union of Workers, New South Wales Branch

# **AUSDOC INFORMATION MANAGEMENT ENTERPRISE AGREEMENT 2003**

This Agreement made between Ausdoc Information Management Pty Ltd (A.C.N. 004 270 991), 159 Mitchell Road, Alexandria, New South Wales, 2015 and the National Union of Workers, New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142, records that it is mutually agreed by the parties as follows:

## **1. Title**

This Agreement shall be known as the "Ausdoc Information Management Enterprise Agreement, 2003."

## **2. Arrangement**

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## **3. Agreement Objectives**

The parties to the Agreement are committed to:

- 3.1 The ongoing profitability and success of the business in the shared interests of its employees, customers and shareholders.
- 3.2 Continuous improvements in productivity and efficiency.
- 3.3 A well trained highly motivated workforce and management team.
- 3.4 Continuous improvement in safety and the awareness of correct safety procedures such that LTIs and MTIs are tending towards zero.
- 3.5 Equal or better the service standards required by clients with a substantial reduction in errors, queries and lead times.

3.6 Promoting flexible and adaptive work practices.

#### **4. Parties**

The parties to this Agreement are as follows:

Ausdoc Information Management Pty Ltd;

National Union of Workers, New South Wales Branch

#### **5. Application of Agreement**

This Agreement shall apply to employees of Ausdoc Information Management Pty Ltd in the occupations specified in the Award, situated at the Company's various sites in New South Wales.

#### **6. Relationship to Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers(General) State Award, provided that where there is any inconsistency between the two, this Agreement shall prevail to the extent of the inconsistency.

#### **7. Operation of Agreement**

7.1 This Agreement shall take effect from 15 November, 2003 and shall remain in force until 15 November, 2005. Thereafter the Agreement shall remain in force until varied, replaced or rescinded in accordance with the provisions of the *Industrial Relations Act* 1996.

7.2 The parties agree to commence discussions during September 2005 for the purposes of achieving a replacement agreement prior to the expiration of this Agreement.

#### **8. No Further Claims**

This Agreement is in full and final settlement of all claims. During the currency of the Agreement the Company, Union and employees undertake not to make any further claims in respect to any matter covered by the Agreement. This shall not affect the Company's rights under the Award.

#### **9. Definitions**

"The Company" is Ausdoc Information Management Pty Ltd.

"The Union" is the National Union of Workers (NSW Branch).

"The Award" is the Storemen and Packers General (State) Award.

#### **10. Training**

Where an employee undertakes employer approved training on a Saturday, that is in addition to their ordinary hours of work, it shall be paid at ordinary time rates. The training will be conducted at a mutually convenient time where the employee has the right to refuse a nominated time by the employer. No employee will be required to train on Saturdays if it is not a convenient time. Furthermore, no more than 16 hours per employee per year can be done unless there is an alternative agreement.

#### **11. Classification/Occupation**

All grades shall perform work in accordance with the job descriptions published by the Company, and classifications shall be as per the Storemen and Packers General (State) Award.

## 12. Rates of Pay

### 12.1 Weekly Employees

12.1.1 Employees to whom the Agreement applies will be paid the following rates for working ordinary hours, effective from the dates shown:

	Rates Applicable at Expiry of Previous Agreement	Rates Effective From the First Full Pay Period on or After 15.11.2003	Rates Effective From the First Full Pay Period on or After 15.11.2004
	\$	\$	\$
Grade 2	579.04	605.10	632.33
Grade 3	603.78	630.95	659.34
Grade 4	633.64	662.15	691.95
Grade 5	682.64	713.36	745.46

12.1.2 The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decisions during the operation of this Agreement, unless otherwise expressly determined by the Industrial Relations Commission.

12.1.3 A Grade 4 is able to support a Grade 5 as and when required. This Grade can perform Grade 5 duties as and when determined by the Company. A Grade 4 will be paid a Grade 5 if he/she performs the duties for more than 3 consecutive business days.

### 12.2 Casuals

12.2.1 All casual employees are to be paid in accordance with the site rates as follows:

	From the First Full Pay Period on or After 15/11/03 Per Week	From the First Full Pay Period on or After 15/11/04 Per Week
	\$	\$
Grade 2	19.84	20.73
Grade 3	20.69	21.62
Grade 4	21.71	22.69
Grade 5	23.39	24.44

This rate includes the 15% casual loading and one-twelfth of ordinary time rate in lieu of annual leave.

12.2.2 The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decisions during the operation of this Agreement, unless expressly determined by the Industrial Relations Commission.

12.2.3 Regular and systematic casuals that have completed 3 months employment will be offered a permanent position with Ausdoc. The exception to a regular and systematic casual employee of 3 months being offered permanent employment is for project or task related work, or any position that is made available because of leave circumstances. Leave is taken to include, but not be limited to, sick leave, annual leave, long service leave, parental leave, or workers' compensation.

### 12.3 Age Restriction

There will be no Junior Rates of Pay.

## 13. Hours of Work

### 13.1 Hours

The ordinary working hours for day workers, exclusive of meal times, shall be an average of 38 hours per week, Monday to Friday, worked over a four week cycle as follows:

13.1.1 The hours to be worked will be between the hours, 5.00am to 6.00pm.

13.1.2 Employees covered by this Agreement will be rostered off one weekday during a four-week cycle, mutually agreed to between the Company and the employee. Employees will be eligible to accrue up to a maximum of five rostered days off with prior management approval. Employees who accumulate RDO's may request that they be paid-out in cash and their RDO bank reduced accordingly.

13.1.3 A roster will be formulated by the Company, though with prior notice and approval by Ausdoc Management, RDO's can be exchanged with another employee under the Storemen and Packers (State) Award.

13.1.4 Overtime will be paid at the rate of time and a half for the first 2 hours worked and double time thereafter for each day where overtime is worked, Monday to Saturday, except the first 3 hours of overtime in a week (Monday to Friday) which will be paid at the rate of time and one a half.

Overtime will be paid at the rate of double time and a half on Sundays.

## 13.2 Rostering

Rostered starting and finishing times for ordinary hours can be changed by seven days notice from the Company to an employee or by mutual agreement. In exceptional circumstances, to allow the Company to respond to customer needs, rostered starting times may be changed by 12 hours notice from the Company.

For the purposes of Clause 13.2 "Exceptional circumstances" shall include, for example:

Urgent requests from customers;

Flood, storm and fire affecting company or customer premises;

Employee absences at short notice.

## 14. Tea Breaks

In addition to the scheduled meal break, an employee may take one paid 10 minutes "morning or afternoon tea break" if working a minimum of an 8-hour shift.

## 15. OH&S and First-Aid

15.1 The Company is committed to providing a safe and healthy workplace for all employees.

15.2 All employees are expected to familiarise themselves with and comply with safety notices displayed throughout the Company premises. Employees must not operate any piece of equipment until they have received adequate training and have the relevant authorisation from their supervisor.

15.3 All employees are expected to wear the provided personal protective equipment, if relevant to their duties.

15.4 All employees are expected to adhere to instructions from management and/or Occupational Health and Safety committee members with regard to OH&S issues.

15.5 Any Occupational Health and Safety representative or a First-Aid Officer must be a permanent employee for a minimum of 6 months.

15.6 The Company will issue a copy of the Occupational Health and Safety Policy to each employee.

## **16. Payment of Wages**

Employees covered by this Agreement will be paid fortnightly by EFT.

## **17. Consultative Committee**

The Consultative Committee shall meet as required (but it is anticipated it will be a minimum of bi-monthly) to ensure that the implementation of this Agreement is achieved in a timely manner and to monitor the ongoing compliance with this Agreement.

The purpose of the Consultative Committee is to solely implement the Agreement and add value to the Company.

## **18. Avoidance of Disputes Procedure**

- 18.1 Where possible issues in dispute or grievances will be resolved between employees and management at the premises of the Company.
- 18.2 When required, the union delegate and appropriate company representative will assist in the resolving of the dispute.
- 18.3 Should issues remain unresolved, the appropriate Union official and company representative will then become involved.
- 18.4 If the matter still cannot be resolved the matter may be referred to the NSW Industrial Relations Commission by either party, for determination. Such determination will be accepted by the parties to this Agreement.
- 18.5 Without prejudice to either party, work shall continue in accordance with this Agreement while the matters in dispute are being dealt with and the status quo will prevail.

## **19. Redundancy**

- 19.1 Where the Company has made a definite decision that the Company no longer wishes the job, an employee has been doing, to be done by anybody and that decision will result in the termination of employment, then the affected employee shall be entitled to the following redundancy payments:
  - 19.1.1 Four weeks pay in lieu of notice of termination of employment irrespective of the employees period of continuous service. Employees over the age of 45 years shall receive an additional 2 weeks pay in lieu of notice.
  - 19.1.2 The severance payment of 4 weeks pay per year of service shall be applied on a pro-rata basis of 1 week's pay for each completed three months service.

In the circumstances of voluntary redundancy the maximum period for severance pay shall be 10 years and over, i.e. 40 weeks.

In the circumstances of involuntary redundancy there will be no maximum period for severance pay.
- 19.2 Table of Payments

Period of Service	Payment in Lieu of Notice (Weeks)	Severance Pay (Weeks)	Total Weeks Pay	Add for Over 45 Years of Age (Weeks)	Total Over 45 Years of Age (Weeks)
1 year	4	4	8	2	10
2 years	4	8	12	2	14
3 years	4	12	16	2	18
4 years	4	16	20	2	22
5 years	4	20	24	2	26
6 years	4	24	28	2	30
7 years	4	28	32	2	34
8 years	4	32	36	2	38
9 years	4	36	40	2	42
10 years and over	4	40	44	2	46

NOTE: Payment of severance pay shall be calculated on a pro-rata basis of 1 week for each completed period of 3 months continuous service, e.g. 3 years and 10 months continuous service would be calculated as 3.75 years for the purposes of this clause and would attract the following benefits:

4 weeks in lieu of notice	4
3 years x 4 weeks	12
3 quarters x 1 week	3
	19 weeks

- 19.3 Employees who accept a redundancy package have no preference for re-employment.
- 19.4 In the event of having to make redundancies during the period of the Agreement, such redundancies will be considered on a voluntary basis. However, the Company reserves the right to select those employees to be made redundant on the basis of skill and the Company's future requirements.
- 19.5 In addition to severance payments an employee shall be paid their outstanding statutory entitlements to long service leave and annual leave.
- 19.6 In the event of the death of an employee who has been given notice of termination of employment on account of redundancy, then the redundancy benefits shall be paid into the Estate of the deceased.
- 19.7 Employees affected by redundancy shall be allowed up to one day time off for each week of notice without loss of pay to seek other employment.
- 19.8 As soon as practicable after the decision has been taken the Company shall provide advice to those employees to be made redundant.
- 19.9 In the event that the Company closes a particular work location and an employee affected by this closure is offered continued employment with the Company, then that employee will not be eligible for redundancy payments.
- 19.10 The Union and employees undertake that there will be no further claims made upon the Company in regard to redundancy prior to 30 October, 2005.

## **20. Union Recognition**

- 20.1 All employees subject to this Agreement will be given the opportunity to join the National Union of Workers (NSW Branch).
- 20.2 The Company will provide new employees on commencement NUW documentation or information it wishes to provide as part of the Employee Induction process providing the material is provided by the Union to Ausdoc and it conforms with Industrial Legislation and is packaged as a single unsealed handout.

## **21. Relocation**

- 21.1 The current custom and practice of employee's performing their duties at multiple work locations will continue.
- 21.2 In the event that the Company closes a particular work location and an employee affected by this closure continues in employment with the Company at another work location and this involves excessive travel then the Union may raise the issue of compensation with the Company. For the purposes of this clause "excessive travel" shall be where the radial distance to the new work site, measured from the employees home, is at least an additional 20 kilometres over the distance from the employees home to the work site that has been closed.

## **22. Illegal Drugs & Alcohol**

The parties to the agreement are committed to maintaining a workplace free of illegal drugs and alcohol. The use, sale, transfer or possession of illegal drugs or other illegal substances is strictly prohibited at all sites covered by this agreement, in transit between these sites, and during working hours. This also includes the illegal or improper use of controlled substances.

Attending work under the influence of any such substance is also strictly prohibited.

Any breach of this provision amounts to gross misconduct and the employment of employees involved may be terminated accordingly.

## **23. Performance Counselling Procedure**

- 23.1 Performance of work habit issues will be dealt with by the appropriate manager in a timely manner. The company views the decision to counsel an employee as a serious occurrence and will always ensure that fairness and reasonableness applies in each case.
- 23.2 In every case where a performance or work habit issue occurs, a discussion will take place to make the employee aware of this issue and to give the employee a chance to explain and to rectify the situation or problem.
- 23.3 If the employee does not meet the required standards, then a verbal warning will be issued. Again the discussion will be followed up with within an agreed time frame.
- 23.4 Should the employee not meet the required standards, then a first written warning will be issued
- 23.5 If, following an opportunity to meet the required standards of performance, an employee still, or again, does not meet the required standards, then a second written warning will be issued.
- 23.6 If, following an opportunity to meet the required standards of performance, an employee still, or again, does not meet the required standards, then the employee's employment may be terminated.
- 23.7 Warnings issued in accordance with this procedure will remain 'active' and on the employee's personnel file for a period of 12 months, after which the warning will be removed from the file and destroyed.
- 23.8 The procedure outlined above in 23.1-23.7 does not apply to instances of serious misconduct. For example: gross negligence, theft, OH&S breaches, or refusing duty.
- 23.9 The procedure outlined above in 23.1-23.7 does not apply where there is another specific Company procedure to deal with an issue. For example: harassment and discrimination.
- 23.10 The procedure outlined above in 23.1-23.7 does not apply to employees who are serving a probation period.



## **24. Transmission of Business**

Subject to the provisions of the *NSW Industrial Relations Act 1996* this agreement shall apply to any successor, assignee or transmittee of all or any of the work.

## **25. Signatories**

Signed for and on behalf of:

AUSDOC INFORMATION MANAGEMENT PTY LTD

Name:

Witness:

Date:

Signed for an on behalf of:

NATIONAL UNION OF WORKERS

Name:

Witness:

Date:

## **APPENDIX A**

Employees of Labour Hire firms engaged to supplement the Ausdoc Information Management work force shall be paid the applicable wage rate under the Ausdoc Information Management Pty Ltd Enterprise Agreement, 2003.