

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/74

**TITLE:** Ausdoc Information Management Enterprise Agreement 2001

**I.R.C. NO:** 2002/304

**DATE APPROVED/COMMENCEMENT:** 6 February 2002/ 15 November 2001

**TERM:** 15 November 2003

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/269

**GAZETTAL REFERENCE:** 5 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees who are covered by the Storemen and Packers General (State) Award

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



**AUSDOC INFORMATION MANAGEMENT**  
**ENTERPRISE AGREEMENT 2001**

This Agreement made this 15<sup>th</sup> November 2001, 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 2001'.

**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 & 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 trending 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<sup>th</sup> November 2001 and shall remain in force for 24 months. Thereafter the Agreement shall

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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 2003 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 Storeman and Packers General (State) Award.

## 10. ANTI DISCRIMINATION

- 10.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act, 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the Anti-Discrimination Act, 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect
- 10.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

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10.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

10.4.3 Any act or practise of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act, 1977;

10.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.

10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

(a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

(b) Section 56(d) of the **Anti-Discrimination Act 1977** provides:  
"Nothing in the Act affects...any other Act or practise of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities or the adherents of that religion."

~~40.6~~ 10.6 **Equal Opportunities Policy**

10.6.1 The Employer is committed to promoting a workplace in which there is Equality of Opportunity for all employees. This includes an environment free of harassment, discrimination, and victimisation.

10.6.2 During the life of this agreement the parties will work towards the introduction of a comprehensive and practical Equal Opportunities Program for all sites.

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 Storeman and Packers General (State) Award.



## 12. RATES OF PAY

### 12.1 Weekly Employees

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 15.11.01	Rates effective from 15.11.02
Grade 2	\$530.26	\$556.77	\$579.04
Grade 3	\$552.91	\$580.56	\$603.78
Grade 4	\$580.26	\$609.27	\$633.64
Grade 5	\$625.13	\$656.39	\$682.64

**12.1.3** 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.

**12.1.4** 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 casuals employed by the Company are to be paid in accordance with the site rates as follows:-

	\$ Per Week	
	From 15/11/01	From 15/11/02
Grade 2	\$ 18.07	\$18.79
Grade 3	\$ 18.84	\$19.60
Grade 4	\$ 19.77	\$20.57
Grade 5	\$ 21.30	\$22.16

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

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

**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 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 5 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 Storeman 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 doubletime 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 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

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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 a further 10 minute "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.
- 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 & Safety Policy to each employee.



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**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
	<u>19 weeks</u>



**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

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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 30 October 2003.

## **20. UNION RECOGNITION**

- 20.1** All Employees subject to this Agreement will be given the opportunity to join the National Union of Workers (N.S.W. 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



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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 will be terminated accordingly.

## **23. PERFORMANCE COUNSELING 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 the 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



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performance, an employee still, or again, does not meet the required standards, then the employee's employment will 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 & discrimination.
- 23.10 The procedure outlined above in 23.1-23.7 does not apply to employees who are serving a probation period.

#### 24. SIGNATORIES

Signed for and on behalf of :  
AUSDOC INFORMATION MANAGEMENT PTY LTD

Name: [Signature]  
Witness: [Signature]  
Date: 3/1/02

Signed for and on behalf of :  
NATIONAL UNION OF WORKERS

Name: Derrick Belan  
Witness: [Signature] JENNIFER WARD J.P.  
Date: 21-12-01

