

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/269

TITLE: Ausdoc Information Management Enterprise Agreement 1999

I.R.C. NO: 99/4834

DATE APPROVED/COMMENCEMENT: 27 September 1999 and commenced 1 July 1999

TERM: Expires 31 October 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees in occupations specified in the Storeman and Packers (General) State Award, employed by Ausdoc Information Management Pty Ltd

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

AUSDOC INFORMATION MANAGEMENT
ENTERPRISE AGREEMENT 1999

This Agreement made this thirtieth day of July 1999, 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 1999'.

2. ARRANGEMENT

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3. Parties
4. Application of Agreement
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18. Union Recognition
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3. PARTIES

The Parties to this Agreement are as follows:

- (a) Ausdoc Information Management Pty. Ltd.;
- (b) National Union of Workers, New South Wales Branch.

4. 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.

5. 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.

6. OPERATION OF AGREEMENT

- (1) This Agreement shall take effect from 1 July 1999 and shall remain in force until 31st October 2001. Thereafter the Agreement shall remain in force until varied, replaced or recinded in accordance with the provisions of the *Industrial Relations Act 1996*.
- (2) The parties agree to commence discussions during July 2001 for the purposes of achieving a replacement agreement prior to the expiration of this Agreement.

7. NO FURTHER CLAIM

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.

8. 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



9. CLASSIFICATION/OCCUPATIONS

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

10. RATES OF PAY

10.1 Weekly Employees

- (1) From the first full pay period commencing on or after 1 July 1999, employees to whom the Agreement applies will be paid the following rates for working ordinary hours:-

	\$ Per Week
Grade 1	\$ 489.40
Grade 2	\$ 499.87
Grade 3	\$ 521.22
Grade 4	\$ 547.00
Grade 5	\$ 589.30

- (2) From the first full pay period commencing on or after 1 July 2000, employees to whom the Agreement applies will be paid the following rates for working ordinary hours:-

	\$ Per Week
Grade 1	\$ 508.98
Grade 2	\$ 519.86
Grade 3	\$ 542.07
Grade 4	\$ 568.88
Grade 5	\$ 612.87

- (3) From the first full pay period commencing on or after 1st January 2001 employees to whom this Agreement applies will be paid the following rates for working ordinary hours:-

\$Per Week

Grade 1	\$519.16
Grade 2	\$530.26
Grade 3	\$552.91
Grade 4	\$580.26
Grade 5	\$625.13

- (4) 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.
- (5) Grade 1 shall apply to a Storeperson who works supervised with no machine ability for no longer than 6 months.
- (6) 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 rate if he/she performs the duties for more than 3 consecutive business days.

10.2 Casuals

- (1) All casual employees are to be paid in accordance with the site rates as follows:-

	1-July 1999 \$ Per Hour	1-July 2000 \$ Per Hour	1 Jan 2001 \$ Per Hour
Grade 1	\$16.04	\$16.68	\$17.01
Grade 2	\$16.38	\$17.04	\$17.38
Grade 3	\$17.09	\$17.77	\$18.13
Grade 4	\$17.92	\$18.64	\$19.01
Grade 5	\$19.31	\$20.08	\$20.48

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

- (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 otherwise expressly determined by the Industrial Relations Commission.



10.3 Age Restriction

There will be no Junior Rates of Pay.

11. HOURS OF WORK:

11.1 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:-

- (a) The hours to be worked will be between the hours, 6.00am to 6.00pm.
- (b) 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.
- (c) 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.

11.2 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 11.2 "Exceptional circumstances" shall include, for example,

1. Urgent requests from customers;
2. Flood, storm and fire affecting company or customer premises;
3. Employee absences at short notice.

12. TEA BREAKS

In addition to the scheduled meal breaks, an employee may take a further 10 minute "afternoon tea break" if working a minimum of an 8 hour shift.



13. OH&S AND FIRST AID:

- (1) The Company is committed to providing a safe and healthy workplace for all employees.
- (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.
- (3) All employees are expected to wear the provided personal protective equipment if relevant to their duties.
- (4) Employees affected by Alcohol and drugs can endanger other employees, particularly if they are using machinery or driving a vehicle.
- (5) To protect all employees, the Company is required to monitor instances of alcohol and drug abuse and to take action against abusers which can extend from informal counselling through to more serious consequences such as dismissal.
- (6) Drinking of alcohol during working hours is prohibited.
- (7) Any Occupational Health and Safety representative or a First Aid Officer can be from a Grade 1-5, though must be a permanent employee for a minimum of 6 months.
- (8) The Company will issue a copy of this policy to each employee.

14. PAYMENT OF WAGES:

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

15. 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.



16. AVOIDANCE OF DISPUTES PROCEDURE:

- (1) Any dispute arising out of employment shall be referred by the delegate to the Company representative appointed for this purpose.
- (2) Failing settlement at this level between the Company and the delegate on the job, the delegate may refer the dispute, within a reasonable time, to the Union organiser who will take the matter up with the Company. Every effort shall be made by the Company and the Union organiser to settle the matter.
- (3) During the discussions, the status quo must remain, and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (4) When the Company and employees are unable to settle the matter, either party shall have the right to notify the dispute to the Industrial Registrar.

17. REDUNDANCY

- (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:
 - (a) 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.
 - (b) 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.



(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

- (3) Employees who accept a redundancy package have no preference for re-employment.
- (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.
- (5) In addition to severance payments an employee shall be paid their outstanding statutory entitlements to long service leave and annual leave.
- (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.



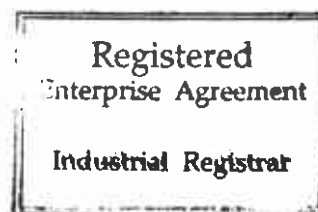
- (7) Employees affected by redundancy shall be allowed up to one day time off for each week of notice without loss of pay to seek other employment.
- (8) As soon as practicable after the decision has been taken the Company shall provide advice to those employees to be made redundant.
- (9) In the event 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.
- (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.

18. UNION RECOGNITION

- (1) All Employees subject to this Agreement will be given the opportunity to join the National Union of Workers, (N.S.W. Branch).
- (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 provided conforms with Industrial Legislation and is packaged as a single unsealed handout.

19. RELOCATION

- (1) The current custom and practice of employee's performing their duties at multiple work locations will continue.
- (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.



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

Name: *Alwyn (P. Seaside)*

Witness: *J. McDonald*

Date: *30th July 1999*

Signed for and on behalf of:
THE NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH)

Name: *Bellon*

Witness: *[Signature]*

Date: *30-7-99.*



LETTER OF AGREEMENT

BETWEEN

AUSDOC INFORMATION MANAGEMENT PTY LTD

AND

THE NATIONAL UNION OF WORKERS (N.S.W. BRANCH)

1. Ausdoc Information Management Pty Ltd. and the National Union of Workers (N.S.W. Branch) agree that following ratification of the Ausdoc Information Management Pty Ltd. Enterprise Agreement 1999 covering specified occupations, all previous employees of Security Storage Pty Ltd employed by Ausdoc Information Management Pty Ltd at 1st July 1999 shall be entitled to the following benefits:
 - A. An ex gratia payment equivalent to 160 times their substantive hourly rate less the appropriate amount of tax.
 - B. Four nominated ex employees of Security Storage Pty Ltd, Jeffrey Sullivan, Bichson Tran, Mary Moffitt and Andy Tjahjadr shall receive an ongoing Grade 5 rate of pay irrespective of their substantive classification while they remain employed by Ausdoc Information Management Pty Ltd.
2. It is further agreed that all previous employees of Security Storage Pty Ltd. shall from 1st July 1999 be respondent in all respects to the Ausdoc Information Management Pty Ltd Enterprise Agreement 1999.
3. 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 1999.

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

Name: *[Signature]*

Witness: *John Donald*

Date: 30.07.99

Signed for and on behalf of:
THE NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH)

Name: *[Signature]*

Witness: *[Signature]*

Date: 30-7-99

