

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/112

TITLE: Allied Pickfords Pty Ltd trading as Pickfords Records Management
NSW Enterprise Agreement

I.R.C. NO: IRC4/600

DATE APPROVED/COMMENCEMENT: Approved 3 March 2004/Commenced 30
November 2001

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Pickfords Records Management, located at 1 Johnson Road, Campbelltown 2560, engaged in the classifications of team member Levels 1 - 5, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Allied Pickfords Pty Ltd trading as Pickfords Records Management -&- Transport Workers' Union of New South Wales

**ALLIED PICKFORDS PTY LTD TRADING AS PICKFORDS RECORDS
MANAGEMENT NSW ENTERPRISE AGREEMENT 2001**

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1. Application

This Enterprise Agreement applies to :

Pickfords Records Management - New South Wales

TWU on behalf of Team members of Pickfords Records Management

This Enterprise Agreement does not apply to :

Team members outside of the classification structure set out in Clause 5, Career and Classification Structure.

This Enterprise Agreement shall be read in conjunction with the Transport Industry (State) Award published, 20 April 2000 (315 I.G. 192), as varied. Where this Enterprise Agreement and the Transport Industry (State) Award are inconsistent, this Enterprise Agreement shall prevail.

Should the team members, union and Pickfords Records Management fail to reach agreement at the expiration of this Enterprise Agreement, the team members and Pickfords Records Management shall be bound by the terms, as and conditions of the Transport Industry (State) Award or any award replacing it.

2. Intent

This Enterprise Agreement:

Reflects the Pickfords Records Management culture and commitment to quality;

Creates an environment conducive to excellent team performance;

Provides the opportunity for growth and career development of our people;

Commits our organisation and people to being flexible, efficient, productive and to applying principles of continuous improvement.

Commits both parties to developing a multi-skilled and flexible work force;

Facilitates a restructure of all current positions to establish a new organisation structure that is more suited to current business dynamics.

In order to :

Earn a fair return of our efforts and share the benefits resulting from our success;

Deliver quality and value to our customers;

Develop our organisation and each member of it; and

Enhance our position in the market.

This Enterprise Agreement is not intended to form the constraints within which our organisation operates. The Enterprise Agreement has been designed to reflect the way we do business and our vision for our organisation and people for the future.

3. Area, Incidence and Duration

This Enterprise Agreement is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Allied Pickfords Pty Ltd trading as Pickfords Records Management NSW Enterprise Award 1997 published 25 September 1998 (306 I.G. 825)

This Enterprise Agreement remains in force until varied or rescinded, for a period of 3 years (that is to 30 November 2004).

4. Employment

Pickfords Records Management is committed to the principle of providing continuity of employment and career development potential for all members of the team.

The contract of employment for permanent team members is as follows :

Level 1, 2 and 3 - One week's notice is required by Pickfords Records Management or the team member in respect to termination of employment or one week's pay paid or forfeited in lieu of this notice.

Level 4 - Two weeks' notice is required by Pickfords Records Management or the team member in respect of termination of employment or two week's pay paid or forfeited in lieu of this notice.

Level 5 - Four weeks' paid notice is required by Pickfords Records Management or the team member in respect of termination of employment or four weeks' pay paid or forfeited in lieu of this notice.

Reclassification - Pickfords Records Management may reclassify a team member subject to giving the team member the applicable notice as set out above. Reclassification shall not be used as a device to reduce notice required for termination of employment.

Summary Dismissal - The above notice periods shall not affect the right of Pickfords Records Management to dismiss any team member without notice for neglect of duty or misconduct and in such cases all monies due shall be paid to the team member forthwith. The reasons for any summary dismissal will be provided in writing at the time of the dismissal.

5. Career and Classification Structure

Team members engaged pursuant to this Enterprise Agreement shall be assigned to one of the following classifications.

Level 1 - Regardless of the work being undertaken, new team members will usually be assigned to this level, generally for a maximum of 12 weeks.

Team members in this Level shall adhere to all Pickfords Records Management policies and procedures and be required to acquire necessary skills leading to promotion to Level 2 and Level 3.

Promotion beyond this Level shall be at the discretion of Pickfords Records Management;

Level 2 - In order to be classified in Level 2, team members shall meet the following criteria : Records Management Operations and Administration

Team members assigned to records management operations shall hold qualifications or be skilled in three of the four following functions :

Be licensed (current and valid) to operate and capable of operating light vehicles or stockpickers and be able to undertake basic maintenance tasks of the assigned vehicle; or be skilled in records sentencing or cataloguing;

Undertake *specified clerical, administrative and related functions with limited supervision;

Be conversant with the requirements of specific customers;

Be capable of computer tasks using computer input devices.

Accountabilities and Responsibilities

In addition to the items listed above, each Level 2 team member shall :

Properly complete all applicable paperwork and administration tasks to a certain level;

Adhere to all Pickfords Records Management policies and procedures including Quality Procedures and Work Instructions as developed; and

Carry out all tasks in a competent, safe and professional manner as a representative of Pickfords Records Management.

A team member assigned to Level 2 shall undertake any and all duties within this Level (as set out above) subject only to :

Licensing requirements;

Training/skills acquisition; and

Individual capability.

Level 3 - In order to be classified in Level 3, team members shall meet the following criteria : Records Management Operations and Administration

Team members assigned to records management operations shall :

Be licensed (current and valid) to operate and capable of operating light vehicles or stock pickers and be able to undertake basic maintenance tasks on the assigned vehicle; or be skilled in records sentencing or cataloguing;

Undertake *specified clerical, administrative and related functions with limited supervision;

Be fully conversant with the requirements of specific customers; and

Be capable of data entry tasks using computer input devices.

Accountabilities and Responsibilities

In addition to the items listed above, each Level 3 team member shall :

Properly complete all applicable paperwork and administration tasks;

Adhere to all Pickfords Records Management policies and procedures including Quality Procedures and Work Instructions as developed; and

Carry out all tasks in a competent, safe and professional manner as a representative of Pickfords Records Management.

A team member assigned to Level 3 shall undertake any and all duties within this level (as set out above) subject only to :

- Licensing requirements;
- Training/skills acquisition; and
- Individual capability.

Level 4 - In order to be classified in Level 4, team members shall meet the following criteria :

Records Management Operations and Administration

Team members assigned to records management operations shall :

- Be capable of supervising records management operations;
- Be capable of undertaking a wide range of clerical, administrative and related functions with a minimum of supervision;
- Be licensed (current and valid) to operate and capable of operating light vehicles or stockpickers and be able to undertake basic maintenance tasks on the assigned vehicle; or be skilled in records sentencing or cataloguing;
- Be fully conversant with the requirements of specific customers and commercial arrangements in relation to those customers;
- Be capable of data entry tasks using computer input devices and having completed a Pickfords Records Management basic computer course.

Accountabilities and Responsibilities

In addition to the items listed above, each Level 4 team member shall;

- Properly complete all applicable paperwork and administration tasks;
- Adhere to all Pickfords Records Management policies and procedures including Quality Procedures and Work Instructions as developed;
- Carry out all tasks in a competent, safe and professional manner as a representative of Pickfords Records Management.

A team member assigned to Level 4 shall undertake any and all duties within this level (as set out above) and within Level 3 and Level 2 subject only to :

- Licensing requirements;
- Training/skills acquisition; and
- Individual capability.

Level 5 - In order to be classified in Level 5, team members shall meet the following criteria :

Records Management Operations and Administration

Team members assigned to records management operations shall :

- Supervise and be capable of supervising records management operations;

Undertake a range of clerical, administrative and related functions with functional guidance only;

Be licensed (current and valid) to operate and capable of operating light vehicles or stockpickers; or be skilled in records sentencing or cataloguing;

Be fully conversant with the requirements of specific customers and commercial arrangements in relation to those customers;

Have successfully completed a Pickfords Records Management customer relations training course;

Have successfully completed a Pickfords Records Management advanced computer course; and

Hold current qualifications and be skilled in First Aid.

In addition the Level 5 team member must :

Have successfully completed appropriate training in supervisory and counselling skills;

Have as a minimum three years' appropriate job related experience; and

Be responsible and accountable for functions carried out by the team members under their supervision.

This level may be offered at PRM management's discretion.

Accountabilities and Responsibilities

In addition to the items listed above, each Level 5 team member shall :

Properly complete all relevant Pickfords Records Management paperwork and administration tasks;

Demonstrate high quality customer focus and customer relations; and

Adhere to all Pickfords Records Management policies and procedures including Quality Procedures and Work Procedures as developed.

The Level 5 team member must also be qualified, capable and willing to undertake any and all duties within lower levels;

Substitute for any Pickfords Records Management team member at any time with a minimum of notice; and

Carry out all tasks in a competent, safe and professional manner as a senior representative of Pickfords Records Management.

"Specified Clerical Duties" to be clarified between Pickfords Management & Team members in the individual job descriptions of those Team Members

Training and Personal Development

Pickfords Record Management is committed to the principle of providing continuity of employment and career development potential for all members of the team. Team members, whether permanent and permanent part-time or casual engaged pursuant to this agreement shall be assigned to one of the following classifications. Progression to levels 4 and 5 will be at the discretion of management and only as promotional opportunities arise. Consideration of the most appropriate candidates will be based upon experience, knowledge, performance, behaviours & attitude. The Company will develop a "skills register" for every team member as per the skills applicable for each classification level for all employees so as to highlight those areas that need

additional training so as to allow employees to progress through levels. These skills registers will be reviewed at least once per annum for every team member during their annual appraisal process. The process will identify skills needs and the training needs and agreed plan to accommodate these needs. Regular follow up will be committed to by the Company after the appraisal process.

In order to develop team members to their full capacity, in the mutual interests of the team member and Pickfords Records Management, Pickfords Records Management is committed to a program of high quality training and development. The arrangements for training and developmental activities are as follows :

Training and development activities by Pickfords Records Management shall be at Pickfords Records Management cost. Time spent by team members in such activities shall be paid for at applicable Rate 1 (normal rate).

A team member who wishes to undertake an individual training or developmental activity that is work related shall seek the prior approval of the applicable supervisor or manager. If approved, the costs for such activity shall be reimbursed by Pickfords Records Management on presentation of a pass grade for the course and paid at the end of each unit.

All team member will be offered the opportunity of receiving further training and Pickfords Records Management will encourage the development of team members as required by the company quality procedure.

Reimbursements of External Training Cost

A permanent team member who resigns within six months of completing an external training course may be required to repay to Pickfords Records Management the cost of such training. Pickfords Records Management may have the right to withhold such costs from the team members' final pay. All relevant circumstances of the resignation shall be taken into account.

6. Remuneration Structure

Remuneration for permanent team members is structured as follows :

Rate 1 (Normal Rate)

Applicable to the first 38 hours worked per week, with a maximum of 10 hours per day, Monday to Friday and between the hours of 7.00 a.m. and 7.00 p.m., provided that the 7.00 a.m. to 7.00 p.m. period may be altered by mutual agreement with the team members concerned and Pickfords Records Management.

Rate 2 (Time and one half)

Applicable to the first 10 hours overtime worked per week with a maximum of four hours at this rate Monday to Saturday.

Rate 3 (Double Time)

Applies to any hours in excess of 48 hours a week or any hours in excess of four hours at Rate 2 (Time and one half) on Monday to Saturday.

Rate 3 (Double time) also applies to all hours worked on Sunday.

Rate 4 (Non -standard hours)

Applicable to an employee whose normal starting time is between 10.00 am and 4.00 pm. The paid hourly rate will increase by 17.5% under these conditions.

Minimum Hours

A permanent team member is one who is employed to work a minimum of 38 hours per week.

A permanent team member required to work on any day shall be paid a minimum of 7.36 hours at rate 1 (normal rate).

Pay Period

The pay period of 38 hours per week commences Wednesday through to the following Tuesday. Pay day will be the Thursday following the end of each pay period, unless mutually agreed otherwise between team members and their Supervisor/Manager.

Remuneration Classifications

All team members shall be paid as per Clause 7 - Remuneration, for the assigned classification. Positions within the classifications are based on training, skill level, behaviours, attitude & merit, and will be assessed by Pickfords Management on an annual basis.

7. REMUNERATION

Remuneration - Full Time Adults

Rate 1 (Normal rate) :

Level	\$ Minimum per Hour
5	17.39
4	16.05
3	15.40
2	14.72
1	13.92

Movements between grades for employees paid in excess of the minimum value may be made on incremental percentage movements. Eg a Level 3 employee paid \$16.00 p/hr who moves to Level 4 will have the % difference between Min Lev 3 & Min Lev 4 applied to their existing rate. The decision to apply this will be at management discretion and assessed by taking into account factors such as tenure, experience, attitude, skill etc.

Rate 2 (Time and one half) :

150 per cent of the applicable Rate 1 (Normal rate).

Rate 3 (Double time) :

200 per cent of the applicable Rate 1 (Normal rate).

Remuneration - Trainees

Trainees employed under the Australian Traineeship System shall be at 75 per cent of the applicable adult or junior wage rate.

Each Pickfords Records Management location shall be able to employ a trainee. For each additional trainee there must be a minimum of five permanent adult team members.

Remuneration - Juniors (<21 years of age)

Each Pickfords Records Management location shall be able to employ a junior. For each additional junior there must be a minimum of five permanent adult team members.

Remuneration - Part-time

A permanent part time team member is one who has reached agreement with Pickfords Records Management to work 35 hours or less per week on a permanent basis.

Part-time team members shall otherwise be entitled to the conditions of this Enterprise Agreement on the pro-rata basis.

Part-time team~ members shall be paid at the applicable Rate 1 (normal rate) for the first 35 hours worked, Rate 2 (time and one half) for the next 13 hours and rate 3 (double time) for all hours above 48 hours.

No part-time team member shall work less than 20 hours per week.

Note: This provision will assist in facilitating agreed job shared arrangements.

Remuneration - Meal Allowance and Overnight

On work days in excess of 10 hours a team member shall be paid a meal allowance of \$10.00 or provided an evening meal. A team member required to stay away from home overnight shall instead be paid an overnight allowance of \$30.00 per night to cover meals/incidental expenses. Where Pickfords Records Management has not supplied accommodation, the overnight allowance will instead be \$65.00 per night, to cover accommodation, meals and incidental expenses.

Remuneration - First Aid

A team member (Level 2 to Level 4 inclusive) who holds a current and valid First Aid Certificate (St John's or equivalent) and is nominated as a first aid attendant by Pickfords Records Management shall be paid an allowance of \$10.00 per week.

Remuneration - Pager Allowance

A team member who carries a pager & is required to be on call 24 hrs shall be paid an allowance of \$75 for each week when rostered to carry a pager & \$120.00 for each after hours call-out they attend on behalf of Pickfords.

Payment of Remuneration

The remuneration set out above shall be paid by direct bank credit.

An accredited official of the Transport Worker's Union of New South Wales shall have full and open access, during normal office hours, to Pickfords Records Management time and wages records for the purposes of ensuring compliance with this Enterprise Agreement.

Remuneration - Casuals

Pickfords Records Management will from time to time engage casual employees in order to meet peak customer workloads. Casuals will be paid at Casual Rate 1 (normal rate) below for the first 38 hours worked per pay week, Casual Rate 2 for the next 10 hours worked per pay week, and Casual Rate 3 for all hours worked in excess of 48 hours per pay week.

Team members employed on a casual basis, if required to work on any day will be paid not less than four hours at Rate 1 (normal rate).

Casual Rate 1 (normal Rate) (Based on 15% above rate 1 (normal rate) for permanent team members + 1/12 holiday pay):

Level	\$ per Hour
5	21.05
4	19.43
3	18.64
2	17.81
1	16.83

Casual Rate 2: Time & Half

150 per cent applicable Casual Rate 1 (normal rate) at which the casual team member is being paid.

Casual Rate 3: Double Time

200 per cent of the applicable Casual Rate t (normal rate) at which the casual team member is being paid.

Casual rates compensate for, and are in lieu of, Clause 9, Leave and Holidays, and other matters of jury service, parental leave and trade union training detailed in Clause 18, Other Matters.

Pay Period - Casuals

The pay period commences Wednesday through to the following Tuesday. Pay day will be the Thursday following the end of each pay period, unless mutually agreed otherwise between team members and their Supervisor/Manager.

Period of Review

A 4% increase in Nov 2001. A further increase at Nov 2002 of 3% plus a guaranteed 2% based on a reduction in sick days in comparison to a similar period i.e same time last year.

A further increase of 0.5% for every 1% reduction in Labour costs as a percentage of "Activity Based Revenue" gained through productivity improvements.

The rates of remuneration for employees shall be adjusted on 1 November each subsequent year thereafter to provide for an increase which will be the greater of the following:

3%

The percentage change in All Groups (weighted average of the eight capital cities) Consumer Price Index for the twelve months ending in September of each year as published by the Australian Bureau of Statistics.

WORK PATTERNS

Daily Work Patterns - Permanent Team Members

In general terms, the daily work pattern will be established at each workplace with each team member. Allied Pickfords Records Management will be required to give one week's notice of any change in that general work pattern.

Spread of Hours

The 38 Rate 1 (normal rate) hours will normally be worked by permanent team members over five days, unless mutually agreed otherwise between the permanent team member and his/her supervisor/manager.

Span of Hours

The span of hours for Rate I (normal rate) work will be 7.00 a.m. to 7.00 p.m., unless mutually agreed otherwise between the permanent team member and his/her supervisor/manager.

Work Breaks

Work breaks for all team members are structured as follows :

Work Days up to 10 hours - The following work breaks shall apply :

20 minute paid break which is considered time worked;

One 30 minute unpaid break which is not considered time worked;

Wherever possible the work breaks should be scheduled so as to split the work day into three work periods of approximately equal duration.

Work days in excess of 10 hours - The following work breaks shall apply :

Two 20 minute paid work breaks which are considered time worked;

One 30 minute unpaid work break which is not considered time worked;

One 20 minute paid work break for each additional four hours worked;

Wherever possible, the work breaks should be scheduled so as to split the work day into three work periods of approximately equal duration.

Rest Period

A team member shall be entitled to a minimum 10 hour break between work periods, unless mutually agreed otherwise. If a team member is required to return to work before the end of

the 10 hours, he/she shall be paid at Rate 3 (double time) until the 10 hour rest period would have passed.

The above rest periods are subject to all State and Federal Transport Safety legislation, both present and future.

Use of Employees Vehicles

It will be at the team members choice to use or not to use his/her vehicle for occasional company business. All vehicles used must be covered by comprehensive insurance.

The rate of payment when a team member uses his/her vehicle for incidental purposes shall be 53 cents per kilometre

9. Leave and Holidays

9.1 Holidays

The following ten days or the gazetted equivalents or substitutes, shall be holidays :

New Years Day

Australia Day

Labour Day

Good Friday

Easter Monday

Anzac Day

Sovereign's Birthday

Picnic Day (TBA)

Christmas Day

Boxing Day

Should Christmas Day, Boxing Day, New Years Day or Australia Day fall on a weekend, a week day will be granted in lieu.

Team members working on Christmas Day or Good Friday shall be paid double time for the hours worked, subject to a minimum of four hours, in addition to the normal day's pay at Rate 1 (normal rate).

Team members who agree to work on any of the above holidays or Easter Sunday, shall be paid time and one-half for the hours worked, subject to a minimum of four hours, in addition to the normal day's pay at Rate 1 (normal rate).

9.2 Annual Leave

Each team member shall be entitled to 152 hours (four weeks) annual leave which shall accrue on a pro-rata basis. A day's annual leave taken will be paid as 7.6 hours on Rate I (normal rate).

Additional leave allocations accrued as a result of working on gazetted holidays as above may be either :

Taken as annual leave; or

Paid out in conjunction with annual leave taken.

Leave shall normally be taken at such time as agreed between the team member and Pickfords Records Management and subject to Pickfords Records Management approval. If the annual leave accrual has built up to more than 152 hours, then by agreement the team member may take 7.6 hours annual leave on 24 hours' notice.

At least 28 days notice may be given as to when a team member is to commence leave; and if such notice be withdrawn by Pickfords Records Management, the team member, if he/she postpones his/her leave, shall be compensated for not unreasonable out of pocket loss occasioned thereby.

A team member may, by agreement, arrange to carry over leave for the purpose of engaging in an extended leave period. Provided that the date for the extended leave is fixed, the period is limited to eight weeks, and the leave is actually taken on the agreed date.

Upon termination of employment the total outstanding annual leave balance shall be paid out.

Annual leave taken or paid out shall be paid at the Rate 1 (normal rate) of the level at which the team member is classified at the time of taking the leave.

Annual leave loading has been included in the development of rates contained in Clause 7, Remuneration, and is therefore not payable on annual leave.

Any 25 per cent annual leave loading owing to the team member prior to signing this Enterprise Agreement will be paid out at the previous pay rate.

9.3 Sick Leave

Accrued sick leave may be utilised on account of illness, non work-related injury, personal emergency or pressing domestic necessity. In respect of pressing domestic necessity, payment will be limited to two days in any one year. Work-related injury is not covered by sick leave as this is covered by relevant State Workers' Compensation.

Sick leave shall accrue at the rate of 60.8 hours each year. Sick leave not taken shall accrue into the following year for length of service.

Pickfords Records Management may require a team member to produce a doctor's certificate or other acceptable proof of absence, in which case the proof must be produced to obtain payment for any sick leave absences in excess of two consecutive working days. A DOCTORS CERTIFICATE MUST ALSO BE PRODUCED IMMEDIATELY FOLLOWING EACH SINGLE SICK DAY TAKEN AFTER A TOTAL OF FOUR SICK DAYS HAVE BEEN TAKEN PREVIOUSLY DURING THE YEAR.

Sick leave taken shall be paid at Rate 1 (normal rate) of the level applicable at the time sick leave is taken. Payment shall be for up to 7.6 hours per day.

Upon return to work, the period of sick leave shall be deemed to be time worked for the purposes of establishing the rates applicable pursuant to Clause 6, Remuneration Structure, for the balance of that work week.

9.4 Bereavement Leave

A team member shall be entitled to Bereavement Leave on the occasion of the death of the team member's :

- Husband or wife (including de facto);
- Father or mother (including foster or step);
- Brother or sister (including foster or step);
- Grandmother or grandfather;
- Child (including foster or step);
- Father-in-law or Mother-in-law

Bereavement leave shall be allowed for up to two days at Rate 1 (normal rate) of the level applicable. Payment shall be for 7.6 hours per day.

9.5 Accident Make-up Pay

Subject to the relevant State Worker's Compensation Acts, a team member entitled to compensation payments for a period of incapacity through injury shall receive payment of make-up pay as follows :

Weekly payment shall be the difference between the amount of payment the team member received from Workers' Compensation and the payment the member would have received from 38 hours per week at Rate 1 (normal rate) of the level applicable. Periods less than one week shall be pro-rated.

Payment shall cease in the event of the team member receiving a lump-sum redemption of weekly payments.

Superannuation contributions shall be maintained for a maximum period of 26 weeks:

Payment shall be for a maximum period of 26 weeks.

9.6 Rostered Days Off

A 3 month trial across all sites to start 3 June 2002. During the trial period management and the consultative committee will monitor the impact based on the following measurements:

Service levels for all clients to be maintained at agreed levels

During trial period any days off sick before or after a RDO will require a medical certificate. If the trial is successful any single sick day after the first 4 single sick days will require a certificate

There will be no additional casual labour overtime used to cover RDO's

A reduction in sick leave during the trial period in comparison to a similar period i.e same as last year

RDO's are to be taken as and when they fall due and cannot be banked during the period of the trial.

If the trial is successful the on-going commitment to a RDO system will be reviewed every 6 months based on the above measurements.

9.7 Personal/Carer's Leave

9.7.1 Use of Sick Leave

9.7.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 9.7.1.3 of paragraph 9.7.1 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 9.3 - Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

9.7.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this subclause where another person has taken leave to care for the same person.

9.7.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

9.7.1.3.1 the employee being responsible for the care of the person concerned; and

9.7.1.3.2 the person concerned being:

9.7.1.3.3 a spouse of the employee; or

9.7.1.3.3.1 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

9.7.1.3.3.2 a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling or the employee or spouse or de facto spouse of the employee; or

9.7.1.3.3.3 a same sex partner, who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

9.7.1.3.3.4 a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

9.7.1.3.3.4.1 "relative" means a person related by blood, marriage or affinity;

9.7.1.3.3.4.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

9.7.1.3.3.4.3 "household" means a family group living in the same domestic dwelling.

An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.7.1.4 Unpaid Leave for Family Purpose

9.7.1.4.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 9.7.1.3 of subclause 9.7.1 above who is ill.

9.7.1.5 Annual Leave

9.7.1.5.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five (5) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

9.7.1.5.2 Access to annual leave, as prescribed in paragraph 9.7.1.5 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Agreement.

9.7.1.5.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

9.7.1.6 Time Off in Lieu of Payment for Overtime

9.7.1.6.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

9.7.1.6.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate. That is an hour for each hour worked.

9.7.1.6.3 If, having elected to take time as leave in accordance with paragraph 9.7.1.6.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

9.7.1.6.4 Where no election is made in accordance with paragraph 9.7.1.6.1, the employee shall be paid overtime rates in accordance with the Enterprise Agreement.

9.7.1.7 Make-Up Time

9.7.1.7.1 An employee may elect, with the consent of the employer, to work "make-up time", under the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay.

9.7.1.7.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

10. Superannuation

Pickfords Records Management shall maintain compliance with a superannuation scheme approved by the Occupational Superannuation Commission and shall make contribution on behalf of each team member in accordance with the scheme's Deed of Adherence and in line with legislative requirements.

Team members shall be given the opportunity to transfer their Superannuation arrangements into the Transport Workers' Superannuation Fund.

11. Counselling Procedure

A team member whose behaviour or performance is considered unacceptable or requiring improvement shall be counselled so that they understand the behaviour and performance expected of them and will be offered assistance and guidance in achieving the required standard.

Where verbal counselling is not successful, formal warnings may be necessary. These will be issued by a Pickfords Records Management manager. The team member concerned may choose to have the shop steward or other witness present. In issuing a formal warning, the Pickfords Management manager shall note the behaviour or performance that is unacceptable and will advise the team member what action is required to rectify the situation, allowing a reasonable time to rectify. The team member will be shown a written record of any warning and will have the opportunity of commenting on its contents~ whether in writing or orally.

Such records will only be placed on the team member's personnel file after the team member has been given the opportunity to respond. Outstanding warnings will be monitored by the Personnel Department, and the managers will be required to report such warnings on a quarterly basis, together with progress towards the rectification and expunging of the warning.

Prior to any dismissal, a team member will be given a final warning, In accordance with the above procedure, and advised of the consequences of the team member not rectifying the situation.

At all times all formal warnings will be noted on the team member's personnel file, which will be available to the team member in the presence of management.

A warning shall remain in force for a maximum of 12 months.

This clause does not apply to gross misconduct warranting instant dismissal; see Clause 4 -Employment.

12. Grievance Or Dispute

Where a bona fide safety issue is involved, the employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority, and in such cases the following procedure need not apply.

A team member who has a grievance or dispute shall deal with it a follows:

In the first instance, the team member shall discuss and attempt to resolve the issue with an appropriate Supervisor/Manager;

If not resolved, the team member may, if he/she wishes, involve a union delegate or other personal representative;

If not resolved, the team member shall bring the matter to the attention of senior management. If the team member wishes, this may be done in the presence of a union delegate or personal representative;

If not resolved, the matter may be referred to the TWU who may discuss the matter with senior management;

If not resolved, the matter may be referred to the Industrial Relations Commission of New South Wales for resolution, whose decision shall, subject to any appeal in accordance with the *Industrial Relations Act 1996*, be final and shall be accepted by the parties.

Until the matter is determined, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

13. Anti-Discrimination

- 13.1 It is the intention of the parties to 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.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 13.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 13.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 13.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 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

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practice 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 of the adherents of that religion."

14. Personal Performance Improvement Program

An annual personal performance improvement program shall operate which shall have as its primary objective the creation and maintenance of communication between each permanent team member and his/her manager on expectations, performance and potential for improvement, thereby :

Assisting the Pickfords Records Management team to deliver improved performance to our customers;

Assisting us to become more competitive in the marketplace;
Assisting us to identify areas of potential improvement;
Assisting us to identify and reward superior performers

This personal program will give each team member a formal assessment of his/her performance and potential for improvement and development. Three practical effects of this program will be to :

Assist in the establishment of team member's remuneration within the level scales established by this Enterprise Agreement;

Ensure opportunities for career development;

Identify future training and development requirements.

15. Quality Program

Pickfords Records Management operates a comprehensive Quality Program. Pickfords Records Management is currently implementing Policies and Procedures to comply with ISO 9002.

It is a fundamental condition of employment with Pickfords Records Management that team members abide by and fully support the letter and spirit of these Programs.

16. Uniforms

Where an employee is required to wear a distinctive uniform, this will be provided free of cost by Pickfords Records Management.

The uniforms are to be maintained to an acceptable standard by the employee.

The uniforms provided shall be renewed when reasonably necessary on an exchange basis.

The uniforms shall remain the property of Pickfords Records Management and shall be returned when required in a condition commensurate to normal wear and tear.

The uniforms , where supplied, must be worn as specified by the Company.

17. Agreement to Be Exhibited

This Enterprise Agreement shall be exhibited in a conspicuous place in each of the applicable sites.

18. Other Matters

The following matters are deemed to be part of this Enterprise Agreement and shall be complied with:

Long Service Leave:	In accordance with the <i>Long Service Leave Act 1955</i>
Jury Service	In accordance with the Transport Industry (State) Award
Parental Leave	In accordance with the <i>Industrial Relations Act 1996</i>
Right of Entry	In accordance with the <i>Industrial Relations Act 1996</i>
Union Notice Board	In accordance with the Transport Industry (State) Award
Union Delegate:	In accordance with the Transport Industry (State) Award

19. Redundancy

Termination of a team member's employment should not be harsh, unjust, or unreasonable. This shall include termination with or without notice.

Pickfords Records Management fully endorses the philosophies of equal opportunity employment which are reflected in long standing written policies. The company may only differentiate where the nature of the business or a particular position requires. Any other termination on the ground of race, colour, gender, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin shall constitute harsh, unjust or unreasonable termination of employment and shall be contrary to Pickfords Records Management policy and values.

It is a term and condition of employment and of rights accruing under this Enterprise Agreement that a team member shall :

perform such work as Pickfords Records Management shall reasonably require;

work reasonable overtime at any time on any day of the week.

Discussions Before Termination

Where Pickfords Records Management has made a definite decision that it no longer wishes the job the team member has been doing performed by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Pickfords Records Management shall held discussions with the team member/s directly affected.

The discussions shall take place as soon as practicable after Pickfords Records Management has made a definite decision in accordance with the above paragraph. Discussions shall at least cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the team member/s concerned.

During the discussion, Pickfords Records Management shall advise the team member/s concerned and their union, of all relevant information about the proposed terminations, the number and categories of team members likely to be affected, and the number of team members normally employed and the period over which the terminations are likely to be carried out. Pickfords Records Management shall not be required to disclose confidential information, where disclosure may be contrary to the interests of Pickfords Records Management.

Transfer to Lower Paid Duties

Where a team member is transferred to lower paid duties as a consequence of mutual agreement following discussions referred to above, the team member shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated. Pickfords Records Management may, at its option, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice then owing.

Redundancy Pay

A team member whose employment is terminated for reasons previously defined in this clause shall be entitled to the following amount of redundancy pay, in addition to all other entitlements, in respect of a continuous period of service :

(a) If an employee is under 45 years of age, the employer shall pay in accordance with the following:

Years of Service	Under 45 years of age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks

5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following:

Years of Service	45 Years of age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Week's Pay" means the Rate 1 (normal rate) of pay for the team member concerned.

Time-off During Notice Period

During the period of notice of termination given by Pickfords Records Management, a team member shall be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.

If a team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the request of Pickfords Records Management, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

Signed on behalf of Pickfords Records Management

Signature: _____
 Title: State Manager
 Date: 16.6.03

Signed on behalf of Transport Workers Union

Signature: _____
 Title: State Secretary
 Date: 23.6.03