

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/109

TITLE: Grace Records Management Enterprise Transport Agreement - NSW 2004-2007

I.R.C. NO: IRC4/6474

DATE APPROVED/COMMENCEMENT: 26 November 2004 / 26 November 2004

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**NEW AGREEMENT OR
VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Grace Records Management (Australia) Pty Ltd, located at 9, Hepar Road, Campbelltown, NSW 2580, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Grace Records Management (Australia) Pty Ltd t/as Grace Records Management -&- the Transport Workers' Union of New South Wales

GRACE RECORDS MANAGEMENT ENTERPRISE TRANSPORT AGREEMENT - NSW 2004 - 2007

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SECTION 1

INTRODUCTIONS

1. Titles

This Agreement is binding on:

1. The Transport Workers Union of NSW;
2. The Company, Grace Records Management (Australia) Pty Ltd trading as Grace Records Management ("GRM") at its operations located in NSW.
3. All, employees whose employment would render them eligible to be members of the TWU.

2. Definitions

"IRC" means the NSW Industrial Relations Commission.

"Award" means the Transport Industry State Award as varied from time to time.

"Company" means Grace Records Management ("GRM") - New South Wales

"GRM" means Grace Records Management New South Wales

"Facility Workers, Leading Hand, Supervisor, Drivers, Casual, Permanent - Part Time or Agency Personnel" means an individual whose classification and hourly rate is covered by this Agreement.

"TWU" means the Transport Workers' Union of New South Wales

3. Duration of Agreement

This Agreement will come into force on the first full pay after the terms and condition of this Agreement have been approved by the Industrial Relations Commission of New South Wales for Facility Workers, Leading Hand, Supervisors or Drivers of the Company. The enterprise agreement will have duration for three (3) consecutive years.

4. Intent

This Agreement:

Reflects the Grace Records Management culture and commitment to quality;

Creates an environment conducive to excellent team performance;

Provides the opportunity for growth, training and career development of our people; in a healthy and safe working environment;

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

In order to:

Earn a fair return for our efforts and share the benefit resulting from our success;

Deliver quality and value to our customers;

Develop our organisation and each member of it;

Enhance our position in the market.

This Agreement is not intended to form the constraints within which our Organisation operates. The Agreement has been designed to reflect the way GRM do business and vision for the Company and employees for the future.

SECTION 2

WAGES AND RELATED MATTERS

5. Classifications

GRM is committed to the principle of providing continuity of employment and career development potential for all employees under the Enterprise Agreement whether permanent, permanent part-time, casual or agency personnel engaged pursuant to this Enterprise Agreement shall be assigned to one of the following classifications.

Progression to grades 3, 4, 5 and 6 will be at the discretion of GRM and only as opportunities arising for non-driving duties.

Consideration of the most appropriate candidates will be based upon experience, knowledge and performance. The Consultative Committee will develop a "skills register" for all employees to highlight those areas that need additional training and development allowing employees to progress through grades.

GRADE 1: FACILITY WORKERS/DRIVER

New Facility Workers or Drivers will usually be assigned to this grade for a maximum of six (6) months from commencement with GRM as a full time employee.

Facility Workers and Drivers on this level will be capable of the following tasks:

Basic writing and literacy skills.

Working in a team environment and/or under routine supervision.

Sort and file documents/records accurately in correct location/sequence using an established system.

Become familiar with and adhere to GRM policies and procedures.

Duties as required for destruction function.

Able to liaise with customers as required.

A Facility Worker or Driver would not usually remain in this grade beyond six months.

Capable of performing at least one of the following tasks in addition to aforementioned:

1. Cataloguing;
2. Data entry;
3. Manually operated lifting device(s);
4. Destruction

Training for Facility Worker, Grade 2.

or

Driver of a light rigid 2 axle vehicle up to but not exceeding 4.5 tonnes GVM. (Gross Vehicle Mass)

GRADE 2: FACILITY WORKER/DRIVER

Facility Workers or Drivers in this grade perform duties and tasks using a more extensive range of acquired skills and knowledge than required in grade 1.

The additional required tasks are expected to be performed under minimum supervision:

Adhere to all relevant GRM policies and procedures.

Able to liaise with customers as required.

To be conversant with the requirements of specific customers,

Properly complete all applicable paperwork and associated administration tasks.

Capable of performing at least one of the following tasks in addition to aforementioned:

- Cataloguing;
- Data entry;
- Manually operated lifting device(s);
- Destruction;
- Retrieval of ex warehouse

Driver of fork lift and stock picker up to and including 5 tonnes lifting capacity:

Or

Driver of a rigid two-axle vehicle up to but not exceeding 4.5 tonnes GVM. (Gross Vehicle Mass)

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

GRADE 3: FACILITY WORKERS - LEADING HAND/DRIVER

Facility Worker, Leading Hand or Driver in this grade perform duties and tasks using a more extensive range of skills and knowledge than required in grade 2. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge.

Supervision is general.

To be fully conversant with customer requirements.

Capable of raising with relevant customers when required.

Full understanding of activities within designated area including but not limited to retrieval, lodgements and ex warehouse destruction.

Capable of understanding system/operational requirements of at least two of the following tasks in addition to aforementioned:

Cataloguing;

Data entry;

Manually operated lifting device(s)

Destruction

Properly complete all applicable paperwork and administrative tasks.

Carry out all tasks in a competent, safe and professional manner as a

Driver of fork lift and stock picker up to and including 5 tonnes lifting capacity;

or

Driver of rigid two axle vehicle exceeding 4.5 tonne GVM. (Gross Vehicle Mass)

GRADE 4: LEADING HAND - SUPERVISOR/DRIVER

Leading Hand, Supervisor or Drivers in this grade perform duties and tasks using a more extensive range of skills and knowledge than required in grade 3. They are responsible and accountable for their own work and assume responsibility for staff in their area of responsibility when required.

They are also expected to exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Carry out and ensure staff perform all tasks in a competent, safe and professional manner.

Ensure staff adherence to all relevant GRM policies and procedures.

Supervise allocated staff in the day to day operation and ensure customer service requirements are met.

Be fully conversant with the requirements of relevant customers and - commercial arrangements in relation to those customers.

Capable of responding to customer enquiries and ensuring customer service levels and needs are met.

Capable of preparing performance statistics and creation of operational reports.

Properly complete all applicable paperwork and administrative tasks.

Fully conversant with operational functionality of the computer system.

Assist with the appraisal process.

Driver of fork lift and stock picker up to and including 5 tonnes lifting capacity;

or

Driver of rigid 3 axle vehicle

GRADE 5: LEADING HAND - SUPERVISOR/DRIVER

Facility Worker or Driver's in this grade perform duties and tasks using a more extensive range of skills and knowledge than required in grade 4. They are responsible and accountable for their own work and that of all staff and company property within their area of responsibility. They are expected to plan, exercise discretion and initiative and organise all work within designated area(s) of responsibility.

Reports to management.

To assume the day to day operational function for ensuring customer service levels are met.

Collecting of relevant data for statistical analysis and preparation of management reports.

Responsible for the supervision of record management operations with their area(s) of responsibility.

Be fully conversant with the requirements of relevant customers and commercial arrangements in relation to those customers.

Fully conversant with operational functionality of the GRM computer system.

Undertake a wide range of relevant administrative responsibilities within the GRM business.

Assist with the preparation of staff appraisals.

Identify and recommend staff training requirements.

Perform staff appraisals.

Successfully completed a certified training course at this level

Responsible for the level of performance of records management operations within their area(s) of responsibility.

Driver of fork lift and stock picker up to and including 5 tonnes lifting capacity;

or

Driver of 4 axle rigid vehicle

Driver of 4 axle articulated with a total of 3 axles

Driver of rigid vehicle/trailer combination - 3 axles

GRADE 6: SUPERVISOR/DRIVER

A Supervisor or Driver in this grade performs duties and tasks using a more extensive range of skills and knowledge than required in grade 5. They are responsible and accountable for their own work and that of all people working within their areas of responsibility. They are expected to plan, exercise discretion and initiative and organise all work within designated area(s) of responsibility.

Reports to management.

Responsible for the preparation of staff appraisals.

Identify and recommend and implement staff training requirements.

Responsible for all customer service and operational functions of GRM business within their area of responsibility.

Responsible for collection and verification of data for invoicing purposes within their area(s) of responsibility.

Responsible for customer satisfaction on a day to day basis.

First point of contact for staff matters pertaining to day to day operations.

To ensure cost effective utilisation of both staff and mechanical resources.

Able to recognise and report business opportunities by way of continual customer liaison.

Responsible for the level of performance of records management operations within their area(s) of responsibility.

Perform staff appraisals.

Successful completed certified training courses at this level

Driver of fork lift and stock picker up to and including 5 tonnes lifting capacity;

or

Driver of articulated vehicle with a total of 4 axles

Driver of a rigid vehicle trailer combination with 4 axles

- (a) Leading hand allowances will apply for acting for two or more days in a higher role/function where the company has put them in a position of directing other employees. Leading Hands positions will be reviewed after 2 months.
- (b) Notice Period for Termination
 - (1) For the purpose of this agreement the notice period for in Grades 1, 2 and 3 will be that prescribed by the Award with a minimum of one (1) week.
 - (2) The notice period for Grade 4 shall be that prescribed by the Award with a minimum notice period of two (2) weeks.
 - (3) The notice period for Grades 5 and 6 shall be that prescribed by the award with a minimum of four (4) weeks.

- (4) The above notice periods apply to the employer and Facility Worker or Driver when termination of employment is taking place.
- (5) Enterprise agreement classifications will be applied to a driver's position from the nominated grade for a specific vehicle relevant to GMV, Gross Vehicle Mass regardless of the driver's duties or responsibilities.
- (6) A permanent full time employee of GRM will remain on the highest grade of pay relevant to the vehicle driven for a minimum of three consecutive shifts of 7.36 will be paid the same rate within the same business week.

6. Wage Increases

- (a) The wage rates payable under this Agreement for ordinary hours of work for permanent will be no less than the rates as follows:-

Grade	Current Hourly 2003-4	Weekly-based on a 38 hour standard week 2003-4	At Certification Hourly 2004-5	Weekly-based on a 38 hour standard week 2004-5	2005-6	2006-7	2007-8
Grade One	\$14.25	\$541.50	\$14.82	\$563.16	\$585.69	\$609.11	\$633.48
Grade Two	\$15.15	\$575.70	\$15.76	\$598.73	\$622.68	\$647.58	\$673.49
Grade Three	\$16.00	\$608.00	\$16.64	\$632.32	\$657.61	\$683.92	\$711.27
Grade Four	\$17.00	\$646.00	\$17.68	\$671.84	\$698.71	\$726.66	\$755.73
Grade Five	\$18.00	\$684.00	\$18.72	\$711.36	\$739.81	\$769.41	\$800.18
Grade Six	\$18.35	\$697.30	\$19.08	\$725.19	\$754.20	\$784.37	\$815.74

These Rates will increase by 4% on the anniversary date of signing the agreement.

- (b) The wage rates set out in sub-clause 6(a) do not include award allowances. Allowances as prescribed by the Award shall be paid to.
- (c) Casual Facility Worker or Driver shall be paid an hourly rate of pay calculated by reference to the relevant formula contained in the Award

Upon: -

The wage rates set out in sub-clause 6(a) of this Agreement; and

The casual loading prescribed in the Award.

- (d) The wage rates specified in this clause are to apply for the purpose of calculating all Facility Worker, Leading Hands, Supervisor or Driver entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.
- (e) The wage rates contained in this Clause are to be paid to all Facilities covered by this agreement from the first pay period beginning on or after the acceptance of this agreement by the Facility Worker, Leading Hand, Supervisor or Driver of the Company after approval.

6A. Casual Employees

- (a) A casual Facility Worker or Driver of the Company is one engaged as such and shall be paid an hourly-rate equal to the weekly rate divided by thirty eight with award loading.

AWARD LOADING

Overtime will be paid as per award.

- (A) Casual Facility Worker, Leading Hand, Supervisor or Driver, of the Company shall be engaged for a minimum of four, (4) hours on each day of engagement.
- (B) Casual Facility Worker, Leading Hand, Supervisor or Driver of the Company who work regularly for the company will usually be offered a permanent part-time position after six months, if there is any work to justify the position.
- (C) Where agreed to by an employee and the employer the maximum hours of work might be 38 hours per week. This clause can only apply to specific areas of work that have been notified to a Consultative Committee meeting.

6B. Part-Time Employment

Where the employer is willing to employ a person part-time (and the offer of employment is accepted on that basis) then such person may be employed as a part-time Facility Worker, Leading Hand, Supervisor or Driver of the Company and be paid on an hourly basis of the weekly rate prescribed for the classification.

The rate shall be equal to the appropriate weekly rate, divided by .38 of the ordinary hours of work provided they do not exceed 38 hours per week in one of the two weeks.

The provisions of the Award in respect of annual leave, compassionate leave, sick leave and holidays in all other respects shall apply to such part-time Facility Worker, Leading Hand, Supervisor or Driver of the Company on a proportionate basis.

The provisions of clause 10 of the award shall apply to the part-time member, but no part-time employee shall work less than 20 hours per week or more than 68 ordinary hours over a two-week work cycle.

Clause 6a and 6B is not to have the purpose of reducing of a four (4) to one (1) ratio in any one facility.

6c. Personal Performance Improvement Program

An annual Personal Performance Improvement Program (PPIP) shall operate as a primary objective in the creation and maintenance of communication between each permanent and permanent part-time Facility Worker or Driver and their manager on expectations, performance and potential for improvement, thereby:

- Assisting the Grace Records Management team to deliver improved performance to our customers;
- Assisting the Company to become more competitive in the marketplace;
- Assisting the Company to identify areas of potential improvement;
- Assisting the Company to identify and reward superior performers.

The PPIP will give each Facility Worker, Leading Hand, Supervisor or Driver of the Company a formal assessment of their performance and potential for improvement and development. Three practical effects of this Program will be to:

- Ensure opportunities for career development;
- Identify future training and development requirements.

6D. Pay Period

The pay period of 38 hours per week commences Monday through to the following Sunday. Payday will be the Wednesday following the end of each pay period into their nominated Bank/Credit Union account.

7. Labour Agencies

- (a) It is a term of this agreement that the Company will ensure that any Facility Worker, Leading Hand, Supervisor or Driver of a labour hire agency engaged by the Company will be paid the same rate of pay as if they had been a direct Facility Worker, Leading Hand, Supervisor or Driver of Grace Records Management.

SECTION 3

TERMS AND CONDITIONS OF EMPLOYMENT

8. Conditions of Employment

- (a) The conditions of employment for Facility Worker, Leading Hands, Supervisor or Driver covered by this Agreement shall be as provided by all clauses of this Agreement and those conditions contained in the Transport Industry State Award.'
- (b) Subject to Clause 11 of this Agreement, in relation to any matter in respect of which this Agreement does not make provision, the terms of the Award shall apply to all Facility Workers, Leading Hands, Supervisors or Drivers.
- (c) In the event of any inconsistency between the specific terms contained in this Agreement and those contained in the Award the former shall prevail.

9. Over-Award Payment

All current Facility Worker, Leading Hands, Supervisors or Driver of the Company whose current hourly rate before the creation and approval of the Enterprise Agreement is above the described classification than that of this Agreement, Clause 8a, all such entitlements and percentage increases will be attributed to the employee's current hourly rate as set out in the Enterprise Agreement.

10. Superannuation

All Company employees covered by this agreement shall be entitled to have their Superannuation entitlements transferred to the Transport Workers Superannuation Fund. Employer contributions can be forwarded to the superannuation fund in accordance with the Superannuation Trust Fund Deed.

An employee who elects to make additional voluntary Superannuation contributions shall have such contributions forwarded to the superannuation fund by the employer.

11. Security of Employment

With the acceptance and implementation of this Agreement, it is agreed that there will be no enforced redundancies as a result of any improved working practices resulting from the Enterprise Bargaining process.

In the event of measurable and serious downturns in the market place which may impact on labour requirements, the Company reserves the right to apply management strategies as it considers appropriate, which as a last resort may include redundancies.

Prior to any redundancies being determined, the Company undertakes to officially inform the Consultative Committee as early as possible but in any event, not less than four (4) weeks prior to the giving of notice of reducing staffing levels. A lesser period may apply if the company can demonstrate a contract reduction/loss whether company received less than four weeks notice of the change.

If, after extensive investigations, including alternative job offers, the parties conclude that retrenchment is the only option, then the Company will begin negotiation with the Union on a redundancy package for the affected employees.

12. Probationary Facility Worker Or Driver

- (a) From commencement, the new - Facility Worker, Leading Hand, Supervisor or Driver will be paid at the rate stipulated by this agreement for their classification for the three-month probationary period. Holiday, sick leave and all other entitlements etc, will accrue from the initial start date.
- (b) During this time, management will review the Facility Worker, Leading Hand, Supervisor or Driver's performance on an ongoing basis, and have discussions regarding progress.
- (c) In the event that during the three-month probationary period the new Facility Worker or Driver does not meet the requirements of the position, the individual may be terminated in accordance with award provisions.
- (d) If the Facility Workers, Leading Hand, Supervisor or Driver is not terminated pursuant to this clause within the 3-month probationary period, at the expiry of that period the individual will be deemed to have completed the probationary period and be automatically classified as a weekly. Facility Workers, Leading Hand, Supervisors, or Driver.
- (e) An appropriate supervised training period is to apply.

13. Log Books

Where a weekly Facility Worker or Driver is required to possess a logbook, the Company shall reimburse the cost of book.

14-. Dangerous Goods Licenses

Where a weekly - Facility Worker, Leading Hand, Supervisor or Driver is required to possess a license to operate a vehicle carrying dangerous goods (as defined in the NSW code for the transport of dangerous goods by road or rail), training and medical costs shall be reimbursed by the Company.

15. Articles of Clothing

- (a) Where a Facility Worker, Leading Hand, Supervisor or Driver is required by law or the Company or both to wear any special uniform, cap, overall or other article, it shall be supplied by the Company.

It is the sole responsibility for a GRM employee or agency personnel to supply and wear at all times whilst on duty a suitable pair of Safety shoes/boots

- (b) Where a Facility Worker, Leading Hand, Supervisor or Driver is required by the Company to work continuously in conditions in which, because of their nature, their clothing would otherwise become saturated, the Company shall provide such Facility Worker, Leading Hand, Supervisor or Driver with suitable protective clothing at no cost to the employee.
- (c) Where a Facility Worker, Leading Hand, Supervisor or Driver is employed in the classification of Greaser and or Cleaner, or is normally required to service vehicles, they shall be issued overalls without charge.

This subclause shall not apply to a Facility Worker, Leading Hand, Supervisor or Driver who is required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.

Provided further that such protective clothing shall remain the property of the Company, and that the Facility Worker, Leading Hand, Supervisor or Driver shall be liable for the cost of replacement of any article of protective clothing that is lost, destroyed or damaged through the negligence of Facility Worker, Leading Hand, Supervisor or Driver

16. Gear to Be Provided

The Company shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

SECTION 4

WORK COVER RELATED MATTERS

17. Heavy Articles

The employer shall provide an approved course in agreement with the Union in Manual Handling at the cost to the employer.

(a) Manual Handling

The Facility Worker, Leading Hand, Supervisor or Driver in conjunction with the Company will continue to ensure that the health, safety and welfare of all employees are primary concerns through consultative processes with elected Health and Safety Representatives and shall continue work toward:

Safe working conditions

Observance of all legal requirements, codes of practice and regulations

Total support networks for injured Facility Workers or Drivers

18. Occupational Health and Safety

The Facility Worker, Leading Hand, Supervisor or Driver in conjunction with the Company will continue to ensure that the health, safety and welfare of all employees are primary concerns through consultative processes with elected Health and Safety Representatives and shall continue to work toward:

Safe working conditions

Observance of all legal requirements, codes of practice and regulations

Total support networks for injured Facility Workers or Drivers

Adopting sound occupational health and safety management

Continuous improvement in occupational health and safety performance

Workplace health promotion

Hazard identification assessment and control

Accident and incident investigation

Developing and improving training and systems

Provide adequate training under the NSW OH&S Act

An employee who has completed a recognised course in occupational health and safety and has been elected by the employees in accordance with the *Occupational Health and Safety Act 2000* to perform the duties of OH&S representative shall be paid the relevant weekly payment in addition to wages for any week so elected. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain, and maintain current, the appropriate qualifications.

19. Anti-Discrimination Act NSW

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, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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 to 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.

Under the *Anti-Discrimination Act 1997*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s.56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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.

SECTION 5

UNION AND RELATED MATTERS

20. Agreement to Be Displayed

Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by the Agreement.

21. Union Recognition and Union Membership

- (a) The Company recognises the Transport Workers Union of NSW as being a union that shall represent the industrial interests of transport workers who are covered by this Agreement.
- (b) All Facility Workers, Leading Hands, Supervisors or Drivers subject to this agreement should be encouraged to join the Transport Workers Union of NSW. Accordingly, the Company undertakes to give an application form to join the Transport Workers Union of NSW to all new employees on commencement of employment. New Facility Workers, Leading Hands, Supervisors, Drivers and agency personnel will be introduced to the site delegate as part of the induction process.
- (c) The Company undertakes upon receipt of written authorisation to deduct union membership dues, as levied by the Transport Workers Union of NSW in accordance with its rules, from the pay of those Facility Workers, Leading Hands, Supervisors or Drivers, who are members of the Transport Workers Union of NSW. Such monies collected will be forwarded to the Transport Workers Union of NSW at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

CLAUSE 22

UNION NOTICE BOARD

The Company shall erect a notice-board at his depot yard or garage for the purpose of posting any notice thereon in connection with union business, such board to be in a prominent position. All notices shall be signed by an officer of the union.

Where twenty or more employees are engaged in any one-yard or depot pursuant to the terms of this agreement such notice board shall have a glass cover fitted with a lock

23. Union Delegates

A Facility Worker, Leading Hand, Supervisor or Driver appointed as TWU delegate in a facility, depot, yard or garage shall, upon notification thereof to the Company by the Branch Secretary of the TWU be recognised as the accredited representative of the TWU. The representative shall be allowed the necessary time during working hours to interview the Company or their representative on matters affecting a Facility Worker, Leading Hand, Supervisor or Driver in the facility, depot, yard or garage.

24. Trade Union Training

Upon application, a Facility Worker, Leading Hand, Supervisor or Driver, being an elected TWU delegate who has nominated for and been accepted by the TWU to attend a trade union training course, shall, upon notification in writing thereof to the Company by the branch secretary of the TWU, be released up to five days on leave with pay each calendar year, non-cumulative, to attend trade union training courses subject to the following conditions:

- (i) That the Company or the Company's nominee receives written notification from the union, at least 6 weeks prior to commencement of the course, or lesser period as may be agreed between the Company and the union, setting out times, dates, content and venue of the course and, for the purposes of the training guarantee legislation, a structured training programme which includes objectives and outcomes approved by a person appropriately qualified or experienced.
- (ii) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the transport industry.
- (iii) Where application is made for leave to attend a course not conducted but approved by TWU of NSW, the Company, and any Company's association of which the Company is a member, shall be notified of the description and content of the course.
- (iv) Leave shall be available according to the requirements for each yard, depot or garage of the Company:
- (v) The time of taking such leave shall be arranged so as to minimise any adverse effect on the Company's operations. The Company shall not use this subclause to avoid its obligation under this clause.
- (vi) Leave rights granted in accordance with this clause will not result in an additional payment or alternative time off to the extent that the course attended coincides with a Facility Worker's, Leading Hand's, Supervisor's or Driver's day off.
- (vii) The Company shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purposes of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments and shiftwork loadings, where relevant, plus over award payment where applicable.
- (viii) An employee shall not be eligible to attend such courses until six months continuous service has been served has been served with the Company.
- (ix) Leave of absence on training leave shall be counted as service.
- (x) The employee shall provide the Company with proof of attendance.
- (xi) Any dispute in respect of this clause shall be resolved in accordance with clause 25 of this agreement. The settlement of disputes procedure must be activated by the Company within fourteen days of the receipt of the written application for leave or the leave shall be granted. Where an application is rejected

and the union wishes to have the matter dealt with in accordance with clause 25 of this agreement, the parties must be notified within fourteen days of the rejection or the application for leave will lapse.

SECTION 6

CONSULTATION AND DISPUTE RESOLUTION

25. Consultative Process

The Parties agree that a consultative approach to workplace change will be adopted by both parties and in particular that:

- (a) There shall be a Consultative Committee comprising nominees of the Company and nominees of the employees;
- (b) The Consultative Committee will meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction;
- (c) Meetings of the Consultative Committee will be held at least bimonthly or as necessary and on Company time during the life of this Agreement;

26. Settlement of Disputes

The parties to this Agreement are committed to, wherever possible, resolving industrial disputes by non-industrial action and will use the following Settlement of Disputes procedures as the means of avoiding and resolving industrial disputes:

- (a) The matter shall first be discussed between the aggrieved employee and their supervisor/manager. At the employee's option his/her delegate may also be present.
 - (i) If not settled, the matter shall then be taken up by an accredited TWU Delegate or TWU Organiser with the Company concerned or by the Company conceded with the accredited TWU Delegate or TWU Area Organiser, as the case may be.
 - (ii) If still not settled the matter may be referred to the TWU NSW Branch Secretary (or nominee) who may discuss the matter with senior management of the Company.
 - (iii) If the matter is still not settled, it shall be submitted to a member of the NSW Industrial Relations Commission, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.
- (b) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption, except in circumstances where employees have genuine concerns for their health and safety. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter.
- (c) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this clause.
- (d) This settlement of disputes procedure will apply to any dispute or claim. (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of employment of an employee of the Company.

27. Counselling Procedure

An employee 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. A Grace Records Management manager will issue this. The Facility Worker or Driver concerned may choose to have the TWU Delegate or other witness present. In issuing a formal warning, Grace Records Management shall note the behaviour or performance that is unacceptable and will advise the individual what action is required to rectify the situation, allowing a reasonable time to rectify. The individual 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 individuals personnel file after the individual has been given the opportunity to respond.

Before any dismissal, an individual, will be given a final warning, in accordance with the above procedure, and advised formally in writing of the consequences.

At all times, all formal warnings will be noted on the individuals personnel file, which will be available to the individual 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.

28. Review of Agreement

The company agrees to maintain the existing collective process of negotiation of pay and employment conditions for both existing and future new employee through the Union. At a time no later than three months, (3) before the expiry of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim being to have a new enterprise agreement negotiated and agreed to and in place at the expiry of this Agreement. In particular the parties commit, during that renegotiation period, to meet as regularly as possible, (at least once a week if necessary), to ensure that a new Agreement is in place.

29. Training

A. Preamble

The enhancement and acquisition of work-related skills through appropriate training, both in-house and external, is an important component of any Facility Workers, Leading Hands, Supervisors, or Drivers career development and overall work performance.

This clause establishes the basis and conditions upon which Facility Workers or Drivers may undertake training required to provide for the enhancement and development of work-related skills necessary to facilitate career development and improve overall work performance.

The parties to this Agreement recognise that training provides a long-term benefit to both the individual Facility Worker or Driver and the Company. Through training, the individual Facility Worker or Driver has the ability to enhance skills development providing him/her with career development opportunities not only within the Company but also outside in the wider community. Whilst recognising these benefits of training, the parties accept that individual Facility Workers, Leading Hands, Supervisors or driver have the right to determine whether they participate in training.

B. Induction Training

That all new employees be given three (3) days induction training on commencement of employment which may consist in all or part accompanying an experienced employee of Company in an on the job familiarisation. At this point, the delegate will be introduced to all new starters.

C. Specific Commitments

- (a) Following proper consultation, which may involve the setting up of training committees, the Company shall develop a training policy and programme consistent with:

- (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise; and
 - (iii) the need to develop vocational skills relevant to the enterprise and the transport industry through courses; conducted by appropriate educational institutions and training providers.
- (b) Where, as a result of consultation, it is agreed by the Company that additional training in accordance with the programme developed pursuant to subclause (a) herein should be undertaken by a Facility Worker or Driver, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the Facility Worker or Driver concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.
- (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
- (c) Subclauses (a) and (b) herein shall operate as interim provisions and shall be reviewed after twelve months operation.

30. Not to be used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other yard or enterprise.

31. No Extra Claims

It is a term of this agreement that the union party to this agreement, their officers, Facility Workers or Drivers and members will not pursue prior to the expiry of this agreement any extra or over award claims.

SECTION 8

PRODUCTIVITY AND EFFICIENCY MEASURES

32. Spread of Hours

- (a) The ordinary working day for employees under the Enterprise Agreement are between the hours of 5.00am and 6.00pm.
- (b) Permanent employees of the Enterprise Agreement shall have preference of shifts and overtime work and over casual employees and agency staff.

33. Quality Program

Grace Records Management operates a comprehensive Quality Program and has implemented policies and procedures to comply with ISO 9002. (International Standards Organisation) for Quality Management Systems for Records Management.

It is a fundamental condition of employment with Grace Records Management that employees abide by and fully support the letter and spirit of these programs.

34. Ten-Hour Break

No employee will be requested to work more than two consecutive shift days where they do not receive a ten-hour break.

35. Sick Leave

Employees are only entitled to two (2) single days per year without a medical certificate. Two (2) consecutive sick leave days requires a medical certificate to be supplied to the Company on the first day of returning to work.

Employees are required to provide a medical certificate in the case where a single sick leave day falls directly before of after a nominated NSW public holiday. Failure to provide such a certificate may result in the Company not paying for sick leave.

36. Meal or Tea Breaks

An employee shall be entitled to (1) one x thirty (30) minute unpaid break and (2) two (10) ten minutes paid breaks during ordinary working hours.

37. Signatories

This Agreement is made at Sydney on this day the 17th of November 2004.

Signed for and on behalf of Grace Records Management (Australia) PTY LTD

Name (Please Print) _____

Position _____

Signatory _____

Date _____

Witness Grace Records Management (Australia) Pty Ltd

Name (Please Print) _____

Position _____

Signatory _____

Date _____

Signed for and on behalf of Transport Workers Union of NSW

Name (Please Print) _____

Position _____

Signatory _____

Date _____

Witness Transport Workers Union of NSW

Name (Please Print) _____

Position _____

Signatory _____

Date _____