

ENTERPRISE AGREEMENT

NO. EA 36 07 92

DATE REGISTERED 25.11.92

PRICE \$ 16-00

ENTERPRISE AGREEMENT

(1) Parties to the Agreement

This Enterprise Agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act, 1991 entered into on 1992 between Hanley's Removals Pty Ltd of 37-39 Clapham Road, Regents Park, New South Wales on the one part and the employees of Hanley's Removals Pty Ltd within the following occupations of Transport Workers and/or Offsider on the other part.

(2) Title of Agreement

The Agreement shall be known as the Hanley's Removals Pty Ltd Enterprise Agreement.

(3) Intention

The agreement shall apply only to those employees in the occupations identified, situated at the following location(s).

- (i) 37-39 Clapham Road, Regents Park, NSW.

(4) Duress

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

(5) Incidence

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry Interim (State) Award (270 I.G. 611) Published July 17, 1992, shall apply.

(6) Enterprise Agreement

The following is the agreement reached between the employees and management of Hanley's Removals Pty Ltd.

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6.2. Relationship to the Transport Industry Interim (State) Award

This agreement shall apply concurrently with the Transport Industry Interim (State) Award ("the parent award"), published 17 July 1992 (270 I.G. 611), as varied from time to time, or any award replacing or superseding that award.

Provided that the provisions of this agreement shall prevail where they are inconsistent with the provisions of the parent award.

6.3. Rates of Pay

(i) Employees covered by this agreement shall be paid the wage rate specified for the appropriate classification in Clause 3, Wages, of the parent award, and in addition thereto the following amounts (at the appropriate level for the employee concerned) which shall form part of the weekly wage for the work performed:

LEVEL 1A:	NIL
LEVEL 1B:	\$10.00
LEVEL 2:	\$30.00
LEVEL 3:	\$40.00
LEVEL 4:	\$50.00

The above amounts shall be paid in lieu of the additional payment, prescribed by Division D of Clause 3, Wages, of the parent award. They shall only be payable to employees who are required to exercise furniture handling skills in the course of their weekly employment. The allowances shall be adjusted in line with the allowances principles set down by State Wage Case Decisions from time to time.

(ii) Level requirements:

All employees shall be graded and may be promoted as follows:

LEVEL 1A (PERMANENT AND CASUAL EMPLOYEES):

Furniture removalists with less than 6 months continuous employment in the industry and without any formal training shall commence in Level 1A. Such employees are on probation until the 6 months continuous employment is achieved, and must pass company medical examinations. Such employees will undergo an in-house company induction course, to include training in the skills of wrapping, loading, checking, documentation, listing, labelling, and lifting. Upon company evaluation promotion to Level 1B may occur.

LEVEL 1B (PERMANENT AND CASUAL EMPLOYEES):

Furniture removalists in Level 1B shall have had 6 months or more continuous employment in the industry and shall have completed the probationary period satisfactorily and shall have been evaluated as competent in the areas of wrapping, loading, checking, documentation, listing, labelling, and lifting. Such employees will undergo additional in-house or industry training in the skills of packing, specialist wrapping, TSG documentation, customer relations, operating removals equipment, warehouse techniques, and forklift use. Upon company evaluation promotion to level 2 may occur.

LEVEL 2 (PERMANENT EMPLOYEES ONLY):

Furniture removalists in Level 2 shall have completed 2 years or more continuous satisfactory employment in the industry and have been evaluated as competent with minimal supervision in the areas of packing, wrapping, checking, lifting, loading documentation, listing, labelling, operation of removals equipment, TSG requirements, and customer relations, and shall have passed National Furniture Removalists Association accreditation, and obtained (if required) a licence to drive a forklift of up to 4.5 tonnes capacity. Such employees will undergo approved in-house and industry training in the areas of vehicle familiarisation and driving, basic vehicle preventative maintenance and mechanical skills, basic supervisor training, special goods handling and loading, quality control and advanced customer relations. Upon company evaluation, including driving skill assessment, promotion to Level 3 may occur.

LEVEL 3 (PERMANENT EMPLOYEES ONLY):

Furniture removalists in Level 3 shall have fulfilled the requirements of a Level 2 furniture removalist, and shall have been assessed as having competent skills as a driver of a rigid or articulated removals vehicle, and shall have at least a Class 3 drivers' license, and shall have been evaluated as competent in the areas of vehicle preventative maintenance and basic mechanical skills, and shall be capable of being a crew leader (i.e. responsible for the quality of the removal and the conduct of the crew). Such employees will undergo approved in-house or industry training in the areas of training other in-house trainers, supervisory skills, driver training, warehouse and storage administration and control, specialist packing, wrapping and loading skills, general office duties, documentation and related basic computer training. Upon company evaluation, promotion to Level 4 may occur.

LEVEL 4 (PERMANENT EMPLOYEES ONLY):

Furniture removalist in Level 4 shall have fulfilled the requirements of a Level 3 furniture removalist, and shall have been evaluated as competent in the areas of training of other in-house trainers, supervisory skills, industrial relations, driver training, warehouse and storage administration and control, specialist packing, wrapping and loading skills, general office duties, documentation and related basic computer literacy.

6.4. Saturday and Sunday Work

- (i) The rate of pay for all work performed on a Saturday shall be time and one half for all hours worked.
- (ii) The rate of pay for all work performed on a Sunday shall be time and one half for the first eight (8) hours and double time thereafter.

6.5. Casual employees

- (i) Casual employees shall be paid for all ordinary hours worked Monday to Sunday at an hourly rate calculated by dividing the appropriate weekly rate prescribed by Clause 3 (Part B Table 1), Rates of Pay, of this agreement, by 38, and adding thereto 15 percent; provided that the penalty rates prescribed by Clause 21, Public Holidays, of the parent award shall apply for work performed on public holidays by casual employees.
- (ii) Casual employees shall be paid the overtime penalty rates prescribed by Clause 17, overtime, of the parent award rates for all hours worked in excess of eight in any one day, for all hours worked in excess of thirty-eight in any week, provided that Clause 19, Saturday and Sunday Work, of this agreement shall prescribe the appropriate rates of pay for overtime work performed by casuals on Saturdays and Sundays.
- (iii) The proportion of casual employees engaged to permanent employees shall be such as to meet the operational requirements of the employer.
- (iv) Irrespective of hours worked, casual employees shall be paid for a minimum of four hours worked for each start.

6.6. Hours of Employment

By written agreement between individual employees and employer, employees may:

- (i) work Saturday as an ordinary day as part of a five-day working week in a seven day cycle; or

- (ii) work the 38 hour week in a roster:
- (a) including days where up to ten (10) ordinary hours are worked before the appropriate overtime rate applies; or
 - (b) of five days of 7.6 hours length;
- or any combination of the above.

6.7. Part-time Employees

The provisions for part-time employment in subclause (iii) of Clause 8, Hours of Employment, of the parent award may be applied to employees engaged under this agreement in a driving capacity.

6.8 Seasonal and Temporary Employees

- (i) employees may be engaged by employers on a full-time or part-time basis for a specified and fixed period of time which is not less than four (4) weeks and not more than twelve (12) weeks.
- (ii) Such employees shall upon engagement be informed in writing of the period of time for which they are engaged, and such employees shall acknowledge this in writing.
- (iii) Such employees shall receive the same rates of pay and conditions of employment as for permanent full-time or part-time employees, as the case may be.

6.9. No Precedent

The parties to this agreement, agree that no part of this agreement shall be used as a precedent by them in any other negotiations or proceedings.

6.10. Area, Incidence and Duration

This agreement shall apply to furniture removal work performed by the parties to this agreement. It shall operate on and from the first complete pay period to commence on or after registration and shall remain in force for a period of 12 months unless varied in accordance with the provisions of the Industrial Relations Act 1991.

and behalf of Hanley's Removals Pty Limited

Hanley

VIVIAN WILLIAM HANLEY

MANAGING DIRECTOR



Seal of
pany:

[Handwritten signature]
27-8-92

	<u>NAME:</u>	<u>RESIDENTIAL ADDRESS</u>	<u>TELE. NO:</u>
1.	Shaun BECKLEY <i>S. Beckley</i>	5 Jet Place EAGLE VALE 2558	046-266847
2.	Keith BOND <i>K.R. Bond</i>	14 Moora Street CHESTER HILL 2162	(Sister) 724-1938
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4.	Leonard COPPINS (resigned 16.10.92)	42 Wentworth Street BIRRONG 2143	644-7626
5.	Jeffrey DODD <i>J. Dodd</i>	63 Balmain Road LEICHHARDT 2040	568-2092
6.	Dennis ENGLISH <i>D. English</i>	53 Doncaster Avenue NARELLAN 2567	046-471807
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8.	Aaron HANSFORD <i>A. Hansford</i>	12 Condor Street QUAKERS HILL 2763	837-2053
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X 10.	Andrew MERCER <i>A. Mercer</i>	60 Dargan Street YAGOONA 2199	708-1948
11.	Jeffrey SANKEY <i>J. Sankey</i>	45 Wagstaff Avenue WAGSTAFF 2256	043-602094
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13.	John WOODROW <i>J. Woodrow</i>	C/- SEFTON HOTEL Cnr Helen St & Clapham Rd REGENTS PARK 2143	644-2174