

ENTERPRISE AGREEMENT

NO: E.A. 509 /1994

DATE REGISTERED: 23-00

PRICE: \$ 24-00

ANSETT WRIDGWAYS BUSINESS RELOCATIONS

FURNITURE AUSTRALIA

ENTERPRISE AGREEMENT 1994

INDEX

Recital/Operative Provisions	Page - 1
1. Title	Page - 1
2. Term	Page - 1
3. Intention	Page - 1
4. Incidence	Page - 1
5. Duress	Page - 1
6. Definitions	Page - 1/2
7. Conditions Of Employment	Page - 2
8. Rates Of Pay	Page - 2/3/4
9. Hours Status and Rostering	Page - 4/5
10. Saturday and Sunday Work	Page - 5/6
11. Casual Employees	Page - 6
12. Part Time Employees	Page - 6
13. Seasonal and Temporary Employees	Page - 6
14. Sick Leave	Page - 6
15. Parental Leave	Page - 6
16. Annual Leave	Page - 6
17. Long Service Leave	Page - 7
18. Procedures Relating To Grievances Of Individual Employees	Page - 7
19. Procedures Relating to Disputes Etc. Between Employers and Their Employees	Page - 7/8
20. No Precedent	Page - 8
21. Signatories	Page - 9

BETWEEN:

- (1) Ansett Wridgways Business Relocations, a division of Ansett Transport (Operations) Industries Pty Ltd (Ansett Wridgways), AND
- (2) Employees covered by the Transport Industry Interim (State) Award.

RECITAL

The employees party to this Agreement are persons employed in the Enterprise in the occupations of Transport Worker Grade 3, 4, or 5 and Furniture Removalist Offsider.

OPERATIVE PROVISIONS

1. TITLE

This Agreement shall be known as the Ansett Wridgways Business Relocations - Furniture Australia Enterprise Agreement 1994.

2. TERM

This Agreement shall operate from the date of registration and shall remain in force for a period of twelve months (the nominal term).

3. INTENTION

This Agreement shall apply to persons employed by Ansett Wridgways Business Relocations:

- (i) in the trades or occupations of Transport Worker Grade as appropriate and Furniture Removalists Offsider within the scope of the Transport Industry Interim (State) Award.
- (ii) at (or operating from) a Furniture Australia facility located at:-
 - ▶ 1 Box Road, Taren Point, NSW, 2229
 - ▶ 130 Parraweena Road, Miranda, NSW, 2228
 - ▶ 11 Wilmette Place, Mona Vale, NSW, 2103
 - ▶ 195 John Street, Lidcombe, NSW, 2141

4. INCIDENCE

This Agreement shall partially regulate the terms and conditions of employment previously regulated the Transport Industry Interim (State) Award. Apart from clauses specified in this Agreement all other clauses of the Transport Industry Interim (State) Award shall apply.

5. DURESS

This Agreement was not entered into under duress by any party to it.

6. DEFINITIONS

"Award" means the Transport Industry Interim (State) Award or any award replacing, succeeding or modifying that Award which binds Ansett Wridgways Business Relocations.

6. DEFINITIONS (Cont.)

TRANSPORT WORKER GRADES

TRANSPORT WORKER GRADE THREE: employees appointed to this grade may be required to perform any of the following functions for which they have been trained; driver of two-axle rigid vehicles with a manufacturer's gross vehicle mass of over 4.5 tonnes; driver of forklift with a capacity of over 4.5 tonnes and up to 9 tonnes; forwarder's loader; driver of a straddle truck.

TRANSPORT WORKER GRADE FOUR: employees appointed to this grade may be required to perform any of the following functions for which they have been trained: driver of three-axle rigid vehicles; drivers of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

TRANSPORT WORKER GRADE FIVE: employees appointed to this grade may be required to perform any of the following functions for which they have been trained: driver of four-axle rigid vehicles; driver of articulated vehicles with a total of three axles; driver of rigid vehicle-trailer combination with a total of three axles; driver of forklift with a capacity of over 15 tonnes and up to 30 tonnes.

FURNITURE REMOVALIST OFFSIDER: an employee appointed to this classification shall mean a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding furniture, merchandise and the like being transported or to be transported, (ie; similar to the definition of "Extra Hand" contained in paragraph (xi) of Clause 40, Definitions, of the Transport Industry Interim (State) Award).

7. CONDITIONS OF EMPLOYMENT

- (a) This agreement will partly regulate the terms and conditions of employment. Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement prevails.
- (b) The making of this Agreement does not preclude the making of further Agreements during the terms of this Agreement about other conditions of employment.

8. RATES OF PAY

- (i) (a) Employees covered by this Agreement shall be paid the wage rates specified for the appropriate Transport Worker Grade or for a Furniture Removalist Offsider, as contained in Division A, General Rates, and Division D, Furniture Removals respectively, of Clause 3, Wages of the Award as specified below, and as varied from time to time.

Wage Rates as Applicable

		<u>Per Week</u>
Transport Worker Grade	3	\$411.40
	4	\$419.60
	5	\$440.70
Furniture Removalist Offsider		\$393.40

8. RATES OF PAY (Cont.)

Each employee shall be paid an additional amount (at the appropriate level for the employee concerned) at the date of registration of the Agreement as specified below.

Additional Amounts as Applicable

	<u>Per Week</u>
Level 1	\$18.00
Level 2	\$30.75

The additional amount for Level 1 has been fixed having regard to the additional amount contained in Division D of Clause 3, Wages, of the Award, and for Level 2 as prescribed in the agreement covering Ansett Wridgways as referred to in Schedule "A" Award Modernisation Agreements, of the award. They shall only be payable to employees who are required to exercise furniture handling skills in the course of their weekly employment, and shall be payable for all purposes of the Agreement. The additional amounts shall be adjusted in accordance with the wage fixation principals set down in State Wage Case decisions as varied from time to time.

- (b) 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 8, 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 Award shall apply for work performed on public holidays by casual employees.

(ii) **Level Requirements**

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

Level 1 (Permanent and Casual Employees)

Furniture removalists with up to 2 years continuous employment in the industry and who shall have completed the probation period satisfactorily, including passing company medical examination where applicable. Such employees will undergo or have participated in an in-house company induction course, which includes training in skills 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, DAS documentation if applicable, customer relations, operating removals equipment, warehouse techniques and forklift use if applicable. Upon company evaluation promotion to Level 2 may occur.

8. RATES OF PAY (Cont.)

Level 2 (Permanent Employee Only)

Furniture Removalists in Level 2 shall have completed 2 years or more continuous satisfactory employment in the industry, 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 Removalist 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 or 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.

- (iii) Designation of permanent employees to the levels detailed herein shall be at management discretion.
- (iv) **Payment of Wages**

Wages shall be paid weekly by electronic funds transfer to an account in a financial institution nominated by the employee.

9. HOURS STATUS AND ROSTERING

- (i) Hours of work will be determined mutually between the parties taking due account of the needs of the business provided that the roster is based on a 38 hours week averaged over a 52 week period.
- (ii) Subject to the provisions contained in subclauses (iii) and (iv) of this clause, all hours worked in excess of 8 hours per day, shall be remunerated at the rate of time and one tenth.
- (iii) Employees will not be required to work in excess of 10 hours a day or 50 hours in any five day period without receiving overtime. Such overtime shall be calculated on a daily basis and be paid at the rate of time and a half for the first two hours and double time thereafter. Provided that where such rates apply, they shall be in substitution for, and not cumulative upon, the penalty rate contained subclause (ii) of this clause.
- (iv) All work performed prior to 6.00 a.m. shall be paid for at the rate of time and one quarter. Provided that such work may be taken into account for the purpose of assessing any excess of eight hours per day, and the rate of time and one quarter be regarded as being in substitution for the penalty rate contained in subclause (ii) of this clause.
- (v) The status quo regarding the entitlement to rostered days off will remain as per section 8(A) - Hours or Employment - of the Transport Industry Interim (State) Award, as follows:-

9. HOURS STATUS AND ROSTERING (Cont.)

(A) Providing for a Full Rostered Day Off in a Four Week Cycle:

- (i) By employees working to a roster drawn up in each depot, yard or garage providing for 19 days each of eight hours over a continuous for week period.
- (ii) Each employee shall take his rostered day off in accordance with the roster.
- (iii) Rostered days off may be accumulated to a maximum of ten (10) days over a 40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.
- (iv) In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take his rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis.
 - (1) Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
 - (2) Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- (v) Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- (vi) Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
- (vii) An employee whose rostered day off occurs on a pay day shall be paid his wages on his next ordinary working day following his rostered day off.

10. SATURDAY AND SUNDAY WORK

- (i) The rate of pay for all work performed on a Saturday shall be time and one half for the first eight (8) hours and double time thereafter, based on each individual's rate of pay.

10. SATURDAY AND SUNDAY WORK (Cont.)

- (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.
- (iii) Such rates shall be in substitution for, and not cumulative upon, the penalty rates contained in subclauses (ii), (iii) and (iv) of clause 9 of this Agreement.

11. CASUAL EMPLOYEES

- (i) The proportion of casual employees engaged to permanent employees shall be such as to meet the operational requirements of the employer.
- (ii) Irrespective of hours worked, casual employees shall be paid for a minimum of four (4) hours worked for each start. This relates to all types of removals - Furniture and Business Relocations.

12. PART TIME EMPLOYEES

The provisions for part time employment, Hours of Employment, of the Award may be applied to employees engaged under this Agreement in a driving capacity.

13. 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.

14. SICK LEAVE

Employees on weekly hire shall be granted sick leave as follows:-
- Five days on full pay for the first year of service.

This entitlement will increase to a maximum of eight days at ordinary work time for the second and each subsequent year of continued employment. *THE RIGHTS UNDER THIS CLAUSE SHALL ACCUMULATE FROM YEAR TO YEAR.*

15. PARENTAL LEAVE

Parental Leave shall be granted in accordance with the provisions of the Industrial Relations Act 1991.

16. ANNUAL LEAVE

Annual Leave shall be granted in accordance with the Annual Holidays Act 1944 and consistent with Clause 26 of the Award.

Handwritten signatures and initials:
- Top right: "so" and a signature.
- Middle right: "H" and "J. M. M."
- Bottom right: "B.B." and a signature.

17. LONG SERVICE LEAVE

Long Service Leave shall be granted in accordance with the Long Service Leave Act 1955 and Clause 27 of the Award.

18. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

The following procedures should be followed when an individual employee has a grievance.

- (a) The employee must notify (in writing or otherwise) the employee's immediate supervisor as to the substance of the grievance, request a meeting with the employee's immediate supervisor for discussions and state the remedy sought.
- (b) If the grievance remains unresolved following the meeting requested by the employee, it shall be the subject of further discussions between the employee and Ansett Wridgways on a graduated steps basis with a view to resolution at higher levels of authority. The steps outlined in Clause 18 may be followed where appropriate.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, Ansett Wridgways must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While the procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Transport Worker's Union of Australia, New South Wales Branch.

19. PROCEDURES RELATING TO DISPUTES ETC. BETWEEN EMPLOYERS AND THEIR EMPLOYEES

(a) Intention

The employees, and Ansett Wridgways Business Relocations undertake to take all necessary steps to ensure that employees, executives and company staff follow the procedure as set out herein. The intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring.

(b) Procedure

- (i) The employee(s) or the employer shall respectively notify each other as soon as possible of any industrial matter which in the opinion of the party notifying might give rise to a question, dispute or difficulty.
- (ii) In the event of a question, dispute or difficulty arising at job level, the employee(s) and the immediate supervisor shall immediately confer at job level and shall attempt to resolve the matter without delay.
- (iii) If no agreement is reached at job level, the employees yard delegate shall discuss the matter in dispute with terminal management and the supervisor.

19. PROCEDURES RELATING TO DISPUTES ETC. BETWEEN EMPLOYERS AND THEIR EMPLOYEES (Cont.)

- (iv) If no agreement is reached, the yard delegate shall discuss the matter in dispute with the Ansett Wridgways New South Wales State Manager (or his nominee).
- (v) If the matter in dispute remains unresolved, the New South Wales Manager of Ansett Wridgways (or his nominee) shall meet the delegate and a Union organiser of the Transport Workers' Union of Australia, New South Wales Branch.
- (vi) If the matter still remains unresolved, the General Manager of Ansett Wridgways (or his nominee) shall meet the State Secretary/Treasurer of the Transport Workers' Union of Australia, New South Wales Branch (or his nominee) and discuss the matter. At each discussion, other employer and Union representatives may be in attendance as required.
- (vii) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission for determination.

(c) **Right To Refer to the Commission**

The above steps shall not preclude reference of a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Industrial Relations Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Industrial Relations Commission considers that course appropriate.

(d) **Continuity of Work**

Pending the completion of the procedure set out in this Clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.

(e) **Reservation of Rights**

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

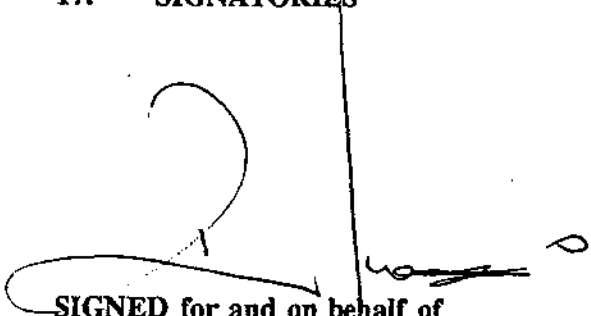
(f) **Procedures and Obligations**

The procedures and obligations contained herein shall be equally binding on the parties to this Agreement. The Decisions of the Industrial Relations Commission shall be accepted and adhered to by all parties subject to their rights under the Industrial Relations Act 1991.

20. **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.

17. SIGNATORIES



SIGNED for and on behalf of
ANSETT WRIDGWAYS BUSINESS RELOCATIONS,
a division of ANSETT TRANSPORT (OPERATIONS)
INDUSTRIES PTY LIMITED by
~~MR J MAYNARD~~ R. DUKOVSKI

~~J MAYNARD~~ R. DUKOVSKI

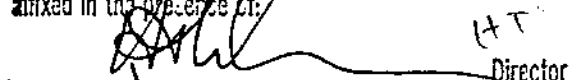


in the presence of:



Witness:
(Name printed) DAVID WHELAN

Date: 2-12-93

THE COMMON SEAL of ANSETT TRANSPORT INDUSTRIES
(OPERATIONS) PROPRIETARY LIMITED was hereunto
affixed in the presence of:


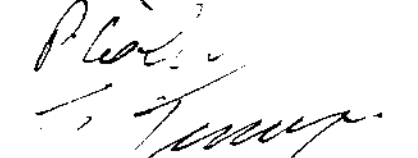
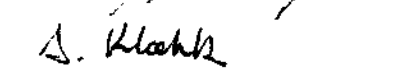
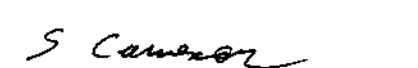

 HT Director
 DI Director
 Secretary



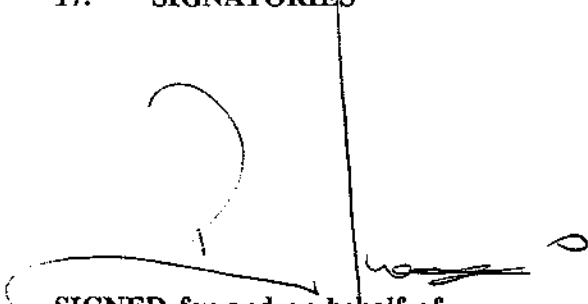
SIGNED by the employees party to this Agreement in the presence of witnesses as follows:

Date: 2-12-93

G. CUDMORE
P. GOLDING
G. TIMMS
S. KLOTH
S. CAMERON
S. DOWSETT


P. Golding

G. Timms

S. Kloth

S. Cameron

S. Dowsett

17. SIGNATORIES



SIGNED for and on behalf of
ANSETT WRIDGWAYS BUSINESS RELOCATIONS,
a division of ANSETT TRANSPORT (OPERATIONS)
INDUSTRIES PTY LIMITED by
~~MR J MAYNARD~~ R. DUKOVSKI

~~J MAYNARD~~ R. DUKOVSKI

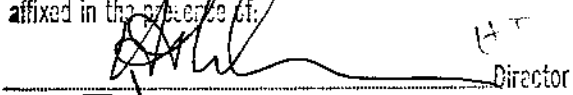
in the presence of:



Witness:
(Name printed) DAVID WHELAN

Date: 2-12-93

THE COMMON SEAL of ANSETT TRANSPORT INDUSTRIES
(OPERATIONS) PROPRIETARY LIMITED was herunto
affixed in the presence of:



Director



Director



Secretary



SIGNED by the employees party to this Agreement in the presence of witnesses as follows:

Date: 2-12-93