

# ENTERPRISE AGREEMENT

NO: E.A. 251 /1996

DATE REGISTERED: 28-8-96

PRICE: \$ 16-00

# KARIS FURNITURE

## Enterprise Agreement

### 1. PARTIES TO THE AGREEMENT

This enterprise agreement, made pursuant to chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act 1991, entered into between Karis Furniture Pty Ltd of 24 Coreen Drive, Wamberal NSW 2260 (the company) on the one part and the employees of Karis Furniture Pty Ltd within the following occupations of Transport Workers on the other part.

### 2. TITLE OF AGREEMENT

The agreement shall be known as the "Karis Furniture Employees Enterprise Agreement".

### 3. INTENTION

The agreement shall apply to those employees in the occupations identified and engaged by the company at its depot located at:-

- (i) Corner Bonnal & Barralong Road NSW Erina

The depot shall be the main starting place of employment for employees.

### 4. DURESS

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

### 5. INCIDENCE AND DURATION

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry Interim (State) Award and the Transport Industry Wages (State) Award or any other award(s) that replaces those awards during the nominal period of this agreement and thereafter until the agreement is varied or rescinded.

In this agreement to the extent of any inconsistency between the awards and this agreement, this agreement shall prevail. The agreement shall operate from the date of registration and shall remain in force for a period of 36 months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1991.

The agreement shall apply only to those classifications prescribed in Clause 9 Wages Rates and as described in Clause 25 Classifications.

### 6. PREAMBLE

Karis Furniture Pty Ltd carry on the business of domestic removals both local and long distance and general carrying. This enterprise agreement is designed to create greater flexibility in employment practices within the enterprise conducted by the companies and to accord to employees of the enterprises greater access to regular employment.



**7. HOURS STATUS**

- 7.1 The maximum ordinary hours of employment shall not exceed 40 hours per week if averaged over a 52 week period.
- 7.2 All hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as those ordinary hours.

**8. TERMINATION OF EMPLOYMENT**

Employment of an employee may be terminated by the provision of forty hours notice by the employee and notice in conforming with the Industrial Relations Reform Act 1993 by the employer or by payment of or forfeiture of the equivalent amount of wages to the other party. This does not prevent the employer from terminating an employee without notice where the employer reasonably believes the employee to be guilty of serious and/or wilful misconduct, negligence or incompetence.

**9. WAGE RATES**

Wage rates worked by all weekly hire employees irrespective of the time of day or day of the week shall be as follows:

	Weekly Hire		Casual
Grade I	\$10.56 per hour	\$422.53 per week	\$13.15 per hour
Grade II	\$11.04 per hour	\$441.47 per week	\$13.75 per hour
Grade III	\$11.25 per hour	\$450.10 per week	\$14.01 per hour

Casual employees shall receive the same hourly wage rate as weekly hire employees and in addition an additional 15% up to a maximum of 40 hours per week. All hours worked in excess of 40 hours per week shall be at the same rate as weekly hire employees. The hourly rate for casual employees is inclusive of annual leave provision.

**10. ANNUAL LEAVE**

Annual Leave shall be in accordance with the Annual Holidays Act, 1944.

**11. LONG SERVICE LEAVE**

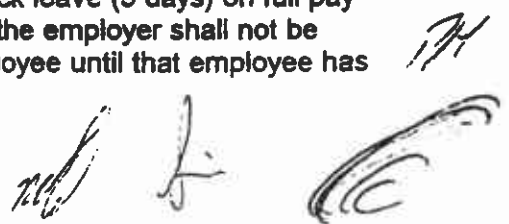
Long Service Leave shall be in accordance with the Long Service Leave Act, 1955.

**12. REDUNDANCY**

Redundancy pay shall be in accordance with the Transport Industry Redundancy (State) Award. This Clause shall not apply as a result of the loss of a contract nor to casual employees.

**13. SICK LEAVE**

- (i) All employees shall be entitled to one weeks sick leave (5 days) on full pay during each year of employment provided that the employer shall not be obliged to grant such leave to any eligible employee until that employee has been continuously employed for three months.



- (ii) An employee, other than a casual, may claim sick leave taken within the first three (3) months of service on the completion of three (3) months service.

**14. MEALS**

- (i) Employees will be allowed an unpaid meal break of not less than 30 minutes after a maximum of five hours continuous work.
- (ii) Meal breaks shall be noted on time/job sheets

**15. PAYMENT OF WAGES**

Wages shall be paid weekly by cash electronic funds transfer to an account in a financial institution agreed with the employee or by cash at office if requested. Casual employees shall be paid cash at the Company's office on a Friday.

**16. BEREAVEMENT LEAVE & COMPASSIONATE LEAVE**

On the occasion of the death within Australia or outside of Australia of a weekly hire employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of 3 days leave on full pay.

This clause shall not apply to casual employees.

**17. JURY SERVICE**

When required to attend for jury service, a weekly hire employee shall receive leave of absence and shall be paid by the employer an amount equal to the difference between the fee received from the court for jury service and the ordinary time rate the employee would have been paid, had he or she worked.

This clause shall not apply to casual employees.

**18. PARENTAL LEAVE**

Maternity, Paternity and Adoption Leave shall be granted to a weekly hire employees, and shall be in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

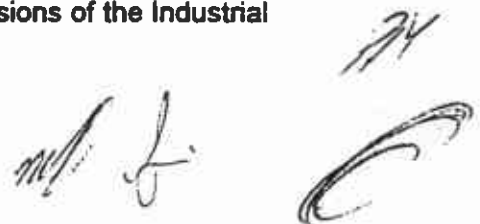
This clause shall not apply to casual employees.

**19. PRODUCTIVITY ARRANGEMENTS**

Nothing in this agreement shall restrict the employer and the employee(s) from entering into an agreed arrangement in writing, for other forms of remuneration provided such arrangements shall not be less than that provided for in clause 9.

**20. WAGE ADJUSTMENT**

- (i) This agreement has a nominal period of 36 months. Variations to the agreement shall be in accordance with the provisions of the Industrial Relations Act 1991.



- (ii) The procedure for the adjustment of the weekly wage rate as prescribed in clause 9 will be by variation of the agreement to reflect the wage movements in decisions of the Industrial Commission of NSW in State wage cases.
- (iii) The rates depicted in Clause 9 include the decision of the 1994 State Wage Case.

**21. PUBLIC HOLIDAYS**

- (i) A permanent or casual employee who works on a public holiday shall be paid for each hour worked as prescribed in Clause 9 with no minimum.

**22. ALLOWANCE**

Where an employee cannot return home within each 24 hour period, whilst engaged in either interstate or intrastate long distance journeys, he/she is entitled to a living away from home allowance of \$24.90 on each occasion.

**23. NO STRIKE PROVISIONS**

The parties to this agreement agree that there will not be any strikes, lockouts, bans or limitations during the period of this agreement.

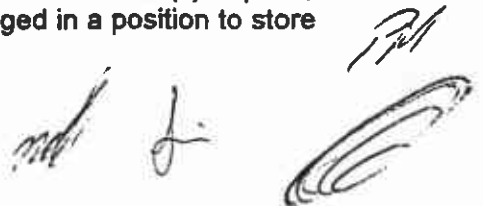
**24. MEDICAL EXAMINATIONS**

- (i) The company will require any prospective employee to undertake a medical examination by a qualified and practising medical practitioner prior to the company offering employment.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the company's request from time to time.
- (iii) The results of such examinations will be made available to the company by the employee.
- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provide alternative duties are available or terminated or retired.
- (v) The results of all medical examinations made available to the company are to be treated with strict confidence by the company.
- (vi) The company agrees to reimburse each employee the difference between the rate charged by a practising qualified medical practitioner and the scheduled fee.

**25. CLASSIFICATIONS**

A person employed in the classifications prescribed in Clause 9 may be required to undertake the duties of a lesser classification from time to time to meet the requirements of the Enterprise.

**Grade I**      **Offsider to a driver and a person who assists the driver(s) to pack, load, unload and unpack furniture or engaged in a position to store furniture in a warehouse.**



- Grade II      Driver two axle rigid GVM under 4.5t, driver and pack, load, unload and unpack furniture.
- Grade III     Driver two axle rigid over 4.5 tonnes and pack/unpack and load/unload furniture.

## 26. DISPUTES AND INDIVIDUAL GRIEVANCE PROCEDURES

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages occurring.
- (ii) The following procedures are to be adopted in the resolution of individual employee grievances.
- (a) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in this first place within 24 hours.
  - (b) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further 24 hours.
  - (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further 24 hours.
  - (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) Should the grievance still remain unsolved the employee and senior management may agree to the involvement of any agreed third party or parties to hear and attempt to resolve the grievance.
  - (f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
  - (g) Whilst the above procedures are being followed normal work shall continue.

## 27. Definitions

Casual employee shall mean a person engaged by the hour with no minimum period of engagement.

Casual employees wage rates are loaded to include payment for the absence of sick leave, public holidays and annual leave and the lack of an expectation of ongoing employment.

**28. CONDITIONS OF EMPLOYMENT**

Employment conditions may be as but not limited to the following and an employee reported to be carrying out any of the conditions below will be issued a warning and persistent abuse of any of these may lead to dismissal or no further engagement.

- \* not reporting to work at arranged time
- \* consumption of alcohol during working hours or while driving the company's vehicles
- \* consuming alcohol at client's premises
- \* under influence of drugs or prohibited substances
- \* not taking all required care with goods being carried
- \* not following reasonable and lawful requests made by employer

*[Handwritten signatures]*

Signed for and on behalf of Karis Furniture Pty Limited

Signature: 

Name: CHRISTOPHER ROBERT COULSON

Position: DIRECTOR

Common seal of the Companies:





Witness:

Date: 25<sup>th</sup> May 1996

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Signed by the employee of the Company

Signature: 

Name: LES QUINN

Occupation/Classification: DRIVER - REMOVALIST

Date: 25. 6. 96.



Signed by the employee of the Company

Signature: 

Name: MICHAEL JOHN DAWE

Occupation/Classification: DRIVER/REMOVALIST

Date: 24-5-96

Signed by the employee of the Company

Signature: 

Name: Jim Johnson

Occupation/Classification: DRIVER - REMOVALIST

Date: 24-5-96

Signed by the employee of the Company

Signature: 

Name: PAUL ROBERT MCCARTIN

Occupation/Classification: OFFSIDER.

Date: 30-5-96