

ENTERPRISE AGREEMENT

NO: E.A. 332 /1996

DATE REGISTERED: 4-12-96

PRICE: \$ 10-00

PREMIER REMOVALS PTY LIMITED
A.C.N. 001 978 776

ENTERPRISE AGREEMENT

PREAMBLE:

Premier Removals Pty Limited trading as Allied Pickfords Business Relocations, carries on the business of office and general relocations. This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Premier Removals Pty Limited and to accord to employees of that enterprise greater access to regular employment.

1. PARTIES BOUND:

The parties to this Agreement are:

- 1.1 **PREMIER REMOVALS PTY LIMITED** of 25 Whitecross Road, Winmalee in the State of NSW, with respect to its enterprise carried on from that address (the "Employer"); and
- 1.2 Each of the employees of the employer employed by the employer in the classifications set out in clause 6 during the currency of this Agreement (the "Employees").

2. STATUS AND AIM OF AGREEMENT:

- 2.1 This Agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an award and operates to the full and total exclusion of the provisions of the Transport Industry (State) Award (the "Award"). The provisions of the Agreement apply to Full Time, Part Time and Casual employees. To the extent of any inconsistency between the Award and this Agreement, this Agreement shall prevail.
- 2.2 The parties to this Agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

3. DATE AND PERIOD OF OPERATION:

- 3.1 This Agreement shall commence on the day of its registration by the Industrial Registrar and shall operate for a period of one year thereafter.

4. HOURS STATUS AND ROSTERING:

- 4.1 The maximum ordinary hours of employment shall not exceed 40 per week if averaged over a 52 week period.

4.2 All hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as they would receive for ordinary hours.

5. TERMINATION OF EMPLOYMENT:

5.1 Employment of an employee may be terminated by the provision of forty eight hours notice by the party terminating 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.

6. WAGE RATES:

6.1 The rates paid to employees covered by this Agreement shall, be paid for each and every hour worked.

6.2 Wage rates for every hour worked by all employees irrespective of the time of day or the day of the week shall be as follows:

Grade 1 - Employees performing driving with class 3A licence and supervising duties - \$ 13.25 per hour. This is equivalent to a Transport Worker Grade 3 plus a Leading Hand Allowance.

Grade 2 - Employees performing driving duties with class 3A license - \$12.50 per hour. this is equivalent to a Transport Worker Grade 3 in the Transport Award.

Grade 3 - Employees performing offsider duties - \$12.00 per hour. This is equivalent to a Grade 1 in the Transport Award.

6.3 All employees will receive an additional \$ 3.60 per day for each and every day worked.

6.4 Youths employed in the capacity of a Grade 3 (equivalent to a grade 1 in the transport award) shall be paid the following percentage rates of pay.

	Percentage of the wage for a Grade 3 as per 6.2
At 18 years of age and under	75
At 19 years of age	85
At 20 years of age	90

7. ANNUAL LEAVE, LONG SERVICE LEAVE, EMPLOYMENT PROTECTION AND WEEKENDS AND PUBLIC HOLIDAYS:

- 7.1 Annual leave shall be in accordance with the Annual Holidays Act, 1944. All casual employees will be paid an additional 1/12 of their hourly rate for the first 40 hours of work.
- 7.2 Long service leave shall be in accordance with the Long Service Leave Act, 1955.
- 7.3 Redundancy shall be in accordance with the Employment Protection Act, 1983.
- 7.4 Full time employees shall receive prescribed public holidays. Should any employee be required to work on a public holiday they will be paid at the normal rate of pay for all hours of work.
- 7.5 Public holidays will be the days on which New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed and proclaimed by the government.

8. SICK LEAVE:

- 8.1 All employees shall be entitled to one week's sick leave 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. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the employee's employment. Untaken sick leave shall not accumulate from year to year PROVIDED THAT where an employee is absent on account of sickness in the first year of employment (up to five days of one week) and has not accumulated sufficient hours to meet that absence he or shall be paid for those hours from any balance remaining at the anniversary of employment.

9. MEALS:

- 9.1 Employees will be allowed an unpaid meal break of not less than 30 minutes after a maximum of five hours continuous work.

10. PAYMENT OF WAGES:

- 10.1 Wages shall be paid weekly in cash, cheque, or by electronic funds transfer to an account in a financial institution nominated by the employee.

11. BEREAVEMENT LEAVE & COMPASSIONATE LEAVE:

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

12. JURY SERVICE:

- 12.1 When required to attend for jury service, an 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.

13. PARENTAL LEAVE:

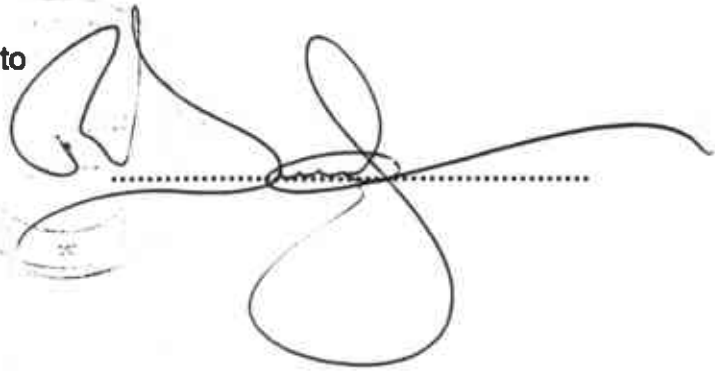
- 13.1 Maternity and Paternity leave shall be granted to full time employees and shall be in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act, 1991.

14. DISPUTES PROCEDURE:

- 14.1 The procedure will be in accordance with Sections 185 and 186 of the Industrial Relations Act, 1991.

**THE COMMON SEAL of PREMIER
REMOVALS PTY LIMITED**

A.C.N. 001 978 776 was hereunto
affixed on the _____ day
of _____ 1995
Before me:



Cbeedle (s.p) 8901102

EXECUTED on the _____ day
of _____ 1995 by the
EMPLOYEES of PREMIER REMOVALS PTY LIMITED
A.C.N. 001 978 776 in the presence of:

Cbeedle (s.p) 8901102

WITNESS

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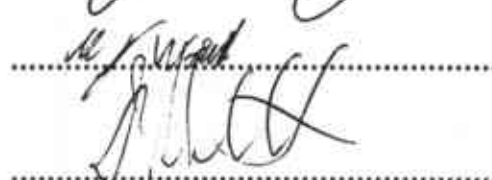
WITNESS

D Chalkis

Ian Dalton



Ray King



A. Z

Daryl Crooks