

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/265

TITLE: Grace Removals, Seven Hills Site, Enterprise Bargaining Agreement 2000

I.R.C. NO: IRC01/4931

DATE APPROVED/COMMENCEMENT: 15 August 2001

TERM: 16 Months

**NEW AGREEMENT OR
VARIATION: New**

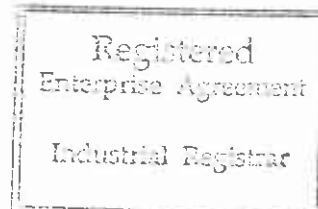
GAZETTAL REFERENCE: 5 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under the Transport Industry (State) Award

PARTIES: Grace Removals & Storage -&- New South Wales Road Transport Association Inc



1. TITLE

This Agreement shall be known as the Grace Removals, Seven Hills site, Enterprise Bargaining Agreement, 2000.

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2. ARRANGEMENT

CLAUSE

CLAUSE NO.

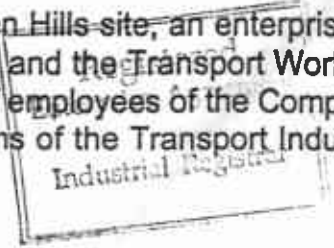
Title
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Terms of Agreement
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Consultative Process
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3. PARTIES BOUND

The parties to this Agreement are Grace Removals, Seven Hills site, an enterprise of Grace Worldwide (Australia) Pty. Limited, (the Company), and the Transport Workers Union, New South Wales branch, (the Union), in respect of employees of the Company in the State of New South Wales engaged under the terms of the Transport Industry (State) Award. .



This Agreement shall apply at the following location:

4 Tucks Road, Seven Hills, N.S.W., 2147

Long Distance Sydney Branch
Western Suburbs Branch
Grace International Sydney Branch

4. TERMS OF AGREEMENT

The general terms and conditions of employment of persons bound by this Agreement shall be the Transport Industry (State) Award. Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the Award.

5. DURESS

This Agreement has been made without any duress to any party.

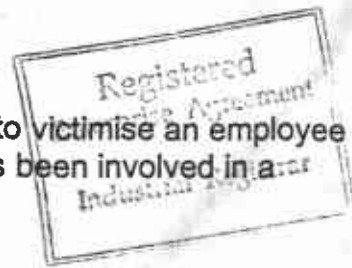
6. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of Grace Worldwide (Australia) Pty. Ltd.

7. ANTI DISCRIMINATION

- (1) It is the intention of the parties to 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 and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in 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 in their effects. It will be consistent with the fulfillment 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.

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) 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 section 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.
- (5) 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.



8. BASIS OF AGREEMENT

This Agreement is designed to provide wage movements for employees of the Company on the basis of agreed terms, which will be set out and itemised in this Agreement.

This Agreement provides the following:

- 8.1 A wage movement of 3.4%, on the base rate of pay, to employees engaged under the terms of the Transport Industry (State) Award on the relevant Award/E.B.A. classification rate of pay. The wage movement provided by this Agreement will be payable from 1 December, 1999, and paid in the first full pay period which commences after that date.
- 8.2 A wage movement of 3.4%, on the base rate of pay, to employees engaged under the terms of the Transport Industry (State) Award on the relevant Award/E.B.A. classification rate of pay. The wage movement provided by this Agreement will be payable from 1 December, 2000, and paid in the first full pay period which commences after that date.
- 8.3 A wage movement of 3.4%, on the base rate of pay, to employees engaged under the terms of the Transport Industry (State) Award on the relevant Award/E.B.A. Classification rate of pay. The wage movement provided by this Agreement will be payable from 1 December, 2001, and paid in the first full pay period which commences after that date.
- 8.4 There shall be no further claims for wages or allowances during the life of this Agreement. Increases arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages payable under this Agreement.

9. CONSULTATIVE PROCESS

- 9.1 A Consultative Committee shall be established, consisting of a mutually agreed number of management and elected workforce representatives. Unless otherwise agreed, this shall consist of a Company representative nominated by senior management, the Long Distance/Western Suburbs Branch Manager, the International Branch Manager, and a maximum of four workforce representatives.
- 9.2 The Committee shall meet not less than once every three (3) months, or as mutually required, to:
- (i) Oversee the successful implementation of the terms of this agreement
 - (ii) To ensure the ongoing development of the terms of this agreement, as envisaged in the agreement.
- 9.3 In developing the continuation of this agreement, as envisaged in sub-clause 8.2, the committee shall act on a broad agenda of issues, which will include, but will not be limited to:-
- Skills development in accordance with accepted job description, vehicle utilisation, care and maintenance in line with Company Policy.
 - Job Description fulfillment and acceptance of Company Standards.
 - Maintenance/cleanliness of the interior and exterior of all vehicles.
- 9.4 Both parties make a commitment to co-operate in an open and frank manner, in an endeavour to develop the new Agreement.
- 9.5 Any dispute arising from matters under consideration by the Consultative Committee shall be dealt with by the Consultative Committee only, and if that fails, the matter shall be dealt with in accordance with the Settlement of Disputes Procedure.

10. MATTERS AGREED

- 10.1 All allowances have been rescinded, apart from the Leading Hand allowance, the Foreman's allowance and the E.F.T. allowance. The E.F.T. allowance is payable only to current permanent employees who were employed by Grace Removals Seven Hills site in February 1996. The relevant employees are listed on Schedule B.
- 10.2 It is agreed that each permanent employee, depending on grading, will receive an allowance according to Schedule 'A', for daily meal money, which will be paid every day, except when the permanent employee is on annual leave, sick leave, bereavement leave, long service leave and rostered days off.

- 10.3 It is agreed that permanent trailer drivers shall receive their normal hourly rate, plus an additional \$0.25¢ per hour.
- 10.4 Where permanent employees are required by the Company to drive a trailer when it is not part of their normal daily duty, they are to receive their normal hourly rate of pay, plus an additional \$0.85¢ per hour for the full day.
- 10.5 Time off for Union Delegates to attend courses instigated by the Transport Workers Union is at the discretion of the Branch Manager, after a consultative process.
- 10.6 Where permanent employees are required by the Company to work on Saturdays or Sundays, overtime shall be paid at one and a half times their normal hourly rate for the first two hours work on Saturdays. After two hours, the hourly rate shall be double the normal hourly rate. Hours worked Sundays shall be paid at double the normal hourly rate.
- 10.7 The Company agrees to carry out short, basic courses on First Aid Kit training for operational personnel, to start beginning of October 2000. The timing and duration of the courses will be at the discretion of the company.
- 10.8 It is agreed that where practicable, each vehicle will be assigned to an individual permanent driver, and that driver will be held responsible and accountable for the internal and external cleanliness of that vehicle on a daily basis.

They will also be held responsible for the checking of the oil, water, tyre pressure, lights, wipers and other miscellaneous equipment before the use of such vehicle each day.

Both parties have agreed as to the seriousness of this clause, and both parties agree that should a driver not carry out the duties as outlined in the above clauses, then that driver will be subject to the normal reprimand process, such as a verbal warning in the first instance, two written warnings and then dismissal.

- 10.9 It is agreed that training will continue, as currently established, and the establishment of a labour bank for the training of Jobwire personnel outsourced by Grac.e.
- 10.10 The parties are committed to the random breath testing procedures and smoking ban, as set out in the original Enterprise Bargaining Agreement.
- 10.11 Both parties agree to work together to assess each permanent employee and re-grade them according to the new grades.



11. SETTLEMENT OF DISPUTES

11.1 For the purpose of this sub clause, "dispute" may mean a grievance, matter or industrial dispute.

11.2 The following procedure shall apply in the event of a dispute arising:

- (i) The matter shall first be discussed at depot level between the individual and/or site delegate and the appropriate supervisor.
- (ii) With the support of the employee representative(s), the site Consultative Committee will convene within 24 hours to assist in resolving the issue.
- (iii) If the matter is still unresolved, then discussions shall occur between a local management representative and an official of the Union.

A 24 hour Cooling Off Period shall then occur

- (iv) If the matter is still unresolved, a senior management representative and the State Secretary of the Union shall confer.

A 24 hour Cooling Off Period shall then occur

- (v) Should the grievance still remain unsolved, the employee(s) and senior management may agree to the involvement of any agreed third party or parties to hear and attempt to resolve the grievance.
- (vi) If no agreement has been achieved, the matter will be referred to the New South Wales Industrial Relations Commission for conciliation/arbitration. A decision/recommendation of the Commission will be accepted by the parties, subject to any legal appeal procedures.
- (vii) Pending resolution of any matter in accordance with the above procedure, work shall continue as normal. The Status quo shall apply until final resolution of the matter.

The Status quo is defined as the practices which were in place prior to the dispute. If there is no agreement to the re-instatement of the Status quo, then the dispute is fast tracked to the New South Wales Industrial Commission.

12. DURATION OF AGREEMENT

This Agreement confirms the temporary Enterprise Agreement which was established and commenced on 1 December, 1999, and together with this new Agreement, remains in force until 1 December, 2002.

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Industrial Registrar

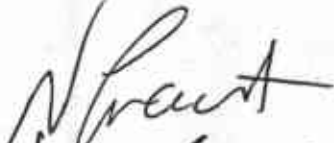
13.CODE OF CONDUCT

It is the intention of the parties to this Agreement that they will ~~work~~ together to establish a Code of Conduct, which is to be included in this Agreement.

14.EXISTING ARRANGEMENTS

The parties to this Agreement agree that this Agreement shall subsume all existing Agreements, unless otherwise specified in this Agreement whether registered or not, whether written or oral, or partly written and partly oral, which may be relevant to the employees covered by this Agreement.

Signed on behalf of Grace Removals, a Division of Grace Worldwide (Australia) Pty. Limited:



NORM GRANT


Norman M. Grant
Long Distance/Western Suburbs Branch Manager.


CHRIS COGHLAN

Christopher Coghlan
Grace International Sydney Branch Manager.


Signed on behalf of the Branch by Branch Representative.


DEAN O'CONNOR

(G. HOODLIAN)

G. HOODLIAN


[Signature]
[Signature]

Signed on behalf of Grace Removals, a Division of Grace Worldwide (Australia) Pty Limited:


Rob Kelly (National Operations Manager).

Signed on behalf of the New South Wales Transport Workers Union:


Tony Sheldon

SCHEDULE A

Meal Allowance

Meal allowance to be paid as per Clause 9.2 of the main Agreement, for the following grades:

Grade 1	-	Industrial R \$10.00 per day
Grade 2 and Grade 2 Level 1	-	\$11.00 per day
Grade 2 Level 2	-	\$12.00 per day
Grade 2 Level 3 and Grade 3	-	\$13.00 per day
Grade 4 and Permanent Trailer drivers, Irrespective of grading	-	\$14.00 per day

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International

Grade 2 Level 3		\$13.00 per day
Grade 3 Level 3		\$13.00 per day
Grade 6 Level 3 and Permanent Trailer Drivers, Irrespective of grading		\$14.00 per day

SCHEDULE B

E.F.T. Allowance

This allowance will be payable to the following employees only:

H. Bowerman
E. Home
B. Ord
C. Vince
L. Simms
D. O'Connor
G. Woodward
K. Seupule
T. Suffling
C. Dartnell
Y. Ebrahim
G. Pask
M. Pask
C. Flynn

