

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/111

**TITLE:** **Grace Removals Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/5160

**DATE APPROVED/COMMENCEMENT:** Approved 26 September 2003/Commenced 1 July 2003

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/265

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Grace Removals located at its sites, 4 Tucks Rd, Seven Hills, 7 Burrows Rd South, St Peters, Unit D Jubilee Ave, Warriewood, and 18 Sylvester Ave, Unanderra, who fall within the coverage of the Transport Industry (State) Award

**PARTIES:** Grace Removals -&- the Transport Workers' Union of New South Wales

# GRACE REMOVALS ENTERPRISE AGREEMENT 2003

## 1. Title

This agreement shall be known as the Grace Removals Enterprise Agreement 2003. It will supersede all previous agreements.

## 2. Definitions and Interpretation

- (a) "Award" means the Transport Industry (State) Award.
- (b) "company" means Grace Worldwide (Australia) Pty. Ltd., t/a Grace Removals, and its sites at 4 Tucks Rd, Seven Hills; 7 Burrows Rd South, St Peters; Unit D 5 Jubilee Ave, Warriewood; and 18 Sylvester Ave, Unanderra.
- (c) "employee" means all transport workers covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award.
- (d) "TWU" means the Transport Workers Union of New South Wales.
- (e) In this agreement:
  - (i) Words importing the singular shall include the plural; and
  - (ii) Words importing the masculine gender shall include the female gender

## 3. Commencement and Duration of Agreement

This Agreement shall commence on 1 July 2003 and expire on 30 June 2006.

## 4. Parties Bound

- (a) This Agreement shall apply to and be binding upon the Transport Workers Union, NSW (TWU), Grace Removals (Grace) and its employees employed within its NSW operations.
- (b) This Agreement shall apply to all existing and future employees performing duties covered by the Award.
- (c) The wages contained in Clause 6 of this Agreement shall be paid to all employees working within the classification contained therein.

## 5. 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 fulfilment 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.

**6. Wages**

- (a) The following classification structure will be applicable to employees located at the company's sites (refer Section 2(b)).
- (b) Casual Employees shall be paid the Site Rate specified below for the appropriate classification, and in addition 15% plus 1/12 th holiday component of such rate.

Grade	Classification Description	Current Rate \$ per week
1	Up to 5 years industry experience	\$595.79
2	Rigid Driver or employee with over 5 years continuous service	\$630.30
3	Trailer Driver	\$667.96
4	Supervisor/Depot Foreperson	\$667.96

- (c) The above rates will be increased by 2%, respective from 1 December, 2002 upon the Industrial Relations Commission of NSW's approval of this agreement.
- (d) A further increase of 1.5% will apply to wage rates from the first full pay period to commence after 1 October, 2003 if established targets are reached in absenteeism and cost of claims. This increase will be paid retrospectively to 1 April, 2003 as a bonus.
- (e) A further 1.5% increase in wage rates will apply from the first full pay period to commence after 1 April, 2004, conditional upon reaching targets.
- (f) A further 1.5% increase in wage rates will apply from the first full pay period to commence after 1 October, 2004, conditional upon reaching targets.
- (g) A further 1% increase in wage rates will apply from the first pay period to commence after 1 April, 2005, conditional upon reaching targets.
- (h) A further 1.5% increase in wage rates will apply from the first full pay period after 1 October, 2005, conditional upon reaching targets.

**7. Allowances**

- (a) All allowances have been rescinded apart from the Leading Hand and Supervisor allowance.
- (b) A general attendance allowance of \$14.00 per day will be paid to all removalists for each completed day worked. This allowance will not be paid during any absence from work, for any reason.
- (c) The above allowance in paragraph (b) takes in account extra payments and/or allowances e.g. meal monies, furniture removal allowance as contained in the award.
- (d) Notwithstanding the above, permanent trailer drivers will receive an additional \$1.00 per hour.

## **8. Training**

Grace Removals is committed to enhancing both the personal and work related skills of its employees. The company will provide 'Blue Card' training to all operational staff in modules relevant to the removals industry.

## **9. Absenteeism**

- (a) The company will require all absences due to personal illness or injury to be supported by a doctor's certificate. Employees must phone their immediate Supervisor/Manager on the contact numbers stated below of their absence immediately, but no later than two hours after scheduled start times.

John Burgess - Ph. 98385663 .Mob. 0415286654

Dave Hartigan - Ph. 98385709. Mob. 0412544908

Gary Golledge - Ph. 98385665. Mob. 0428421240

- (b) The company will establish a formal disciplinary procedure based on:

1st offence - counselling

2nd offence - initial written warning

3rd offence - final written warning

4th offence - termination

- (c) Blatant abuse of the procedures by an employee may result in the company issuing a final written warning earlier in the process than the 3rd offence.
- (d) It is acknowledged that a genuine illness or injury resulting in a period of absence will not, under normal circumstances, require disciplinary action.
- (e) A union delegate will be in attendance when counselling, warning or termination occurs.

## **10. Targets**

The increases in wage rates indicated in clause 6 of this agreement in certain cases are subject to reaching targets. The targets relate to a reduction in claims costs as well as a general reduction in absenteeism. (Refer Attachment 'A')

The following targets have been established for the purpose of reducing cost of claims for lost or damaged goods etc,

Target claims cost per metre

6 months to August 2003 \$2.10

6 months to February 2004 \$1.80

6 months to August 2004 \$1.60

6 months to February 2005 \$1.50

The cost of claims as at the commencement of the Assessment Period was \$2.32 per cubic metre.

Information on cost of claims will be provided on a monthly basis.

The target for the final year of this Agreement will be established following a progress review of the first two years.

### **11. Settlement of Disputes**

Any dispute arising under this agreement shall be resolved at yard/site level wherever possible. If this does not occur then the process detailed below must be followed at all times and in good faith:

- (a) The individual employee aggrieved and local supervisor shall attempt to resolve the outstanding matter(s). The union delegate may become involved.
- (b) If unsuccessful, then the organiser and local supervisor/manager shall discuss the matter(s).
- (c) If still unsuccessful, then senior management shall discuss the issue with TWU industrial staff.
- (d) If a grievance or dispute still cannot be resolved it shall be referred to the NSWIRC for resolution.
- (e) Work shall continue as normal whilst this process is followed.

### **12. Termination of Employment Without Notice**

Notwithstanding anything else contained herein, nothing in this Agreement shall be taken to limit the rights of the employer to terminate the employee's employment without notice in any case involving serious, gross and/or wilful misconduct or a serious, wilful and/or gross breach of any aspect of this Agreement on the part of the employee. Specifically, grounds for dismissal include, but are not limited to:

Theft of stock, material or equipment, particularly from the clients or employer; and / or

Falsification of time sheets, inventories or other documentation; and / or

Violence or threatening behaviour directed at any other employee, contractor, client or customer of the Company; and / or

Failure to comply with any lawful direction; and / or

Unauthorised use of Company equipment or materials; and / or

Unauthorised non-attendance for work where the employee has not contacted the employer or has not been able to be contacted by the employer (at the employee's last known address) for a period of three working days.

Provided that where an employee does not agree with a decision made by the Company to terminate that employee's employment, then the employee shall be entitled to raise such grievance through the Dispute Settlement Procedure.

### **13. No Extra Claims**

It is agreed that no extra claims will be made by either party for the term of this agreement.

### **14. Code of Conduct**

The Grace Removals Code of Conduct Document shall form part of this Agreement (Refer Attachment 'B'). This document may be revised by the Company from time to time.

### 15. Relationship to Parent Award

The terms and conditions of this enterprise agreement shall be read in conjunction with the terms and conditions of the Transport Industry (State) award, as varied. Where any inconsistency occurs the terms and conditions of this enterprise agreement will prevail over the parent award to the extent of the inconsistency.

### 16. Execution

Signed for Grace Removals Group:

R. A. Gallimore  
Sydney Manager.

Witness:

Signed for the Transport Workers Union Of New South Wales

Yusuf Ebrahim

Cary L Ellis

Witness:

Dated:     day of             2003

Attachment A

<b>LDS/GIS Absenteeism 2001 - 2002</b>		
<b>No of Occasions where First Day of Leave was:</b>	<b>LDS</b>	<b>GIS</b>
Monday	117	31
Tuesday	47	16
Wednesday	65	15
Thursday	56	12
Friday	62	23
	347	97

<b>% of Leave Commencing</b>		
Monday	33.7%	32.0%
Tuesday	13.5%	16.5%
Wednesday	18.7%	15.5%
	16.1%	12.4%
Thursday	17.9%	23.7%
Friday	100.0%	100.0%

<b>Leave Taken</b>	<b>LDS Employees</b>	<b>GIS Employees</b>
0 - 5 days	2	8
6 - 9 days	7	6
10 days or more	16	1
Employees	25	15
<b>Type of Leave Taken</b>	<b>LDS Employees</b>	<b>GIS Employees</b>
LWOP	185.37	4.86
SICK LEAVE	189.17	100.5
	374.54	105.36

Average Total Days Leave Taken per Employee		
LWOP	7.41	0.32
SICK LEAVE	7.57	6.7
	13.9	6.5

**Target**

Average Total Days Leave Taken per Employee		
	5.0	5.0

"Leave" refers to Sick Leave and Leave Without Pay

## CODE OF CONDUCT

Clause No.      Subject Matter

- Contents
- Title
- Purpose
- Absenteeism
- Assault
- Avoidance of Duties
- Fit for Work
- Intimidation/Workplace Bullying
- Personal Appearance/Hygiene
- Safety & Health
- Smoking in the Workplace
- Customer Relations

### 1.0. Title

This Code shall be referred to as the Grace Removals Code of Conduct, and is to be read in conjunction with the Grace Removals Group "Induction Booklet" and the Grace Removals Enterprise Agreement 2003 - 2006.

### 2.0. Purpose

The purpose of the Code of Conduct is to further enhance the image of Grace Removals Group by providing clearly defined behaviours to all Grace Removals Group employees & Contractors that are deemed (as a minimum standard) to be acceptable in the Removals Industry.

### 3.0. Absenteeism

Absenteeism - non-attendance at work by the employee when the employee is required and rostered to be there. It also includes punctuality; arriving late at work, taking extended unauthorised breaks; leaving work early without authorisation.

Continued absenteeism impacts negatively on morale, customer service levels and overall Company profitability

Grace Removals expect that all employees report to work punctually and regularly.

An employee's attendance may be regarded as unsatisfactory if:

- (a) Absences are without satisfactory explanation or supporting evidence.
- (b) There is a pattern of absences occurring adjacent to weekends, annual leave or rostered days off.

- (c) A long-term absence (i.e. in excess of twelve months) caused by accident or illness, which appears to be indefinite (frustration of contract).
- (d) The absence is caused by a confinement to a prison.
- (e) Fraudulent sick leave claims. Sick leave is to be used in cases of genuine illness and is not extra holiday entitlement.
- (f) Rostered days off (RDO) and annual leave (AL) are to be agreed between the Supervisor and the employee in advance. It is not satisfactory that they are to be applied for after a period of absenteeism without satisfactory explanation.
- (g) There is a pattern of absences occurring, due to late arrival to commence work at the allotted time.

#### **4.0. Assault**

Assault - the act of intentionally applying or attempting to apply force either physical or verbal against another person directly or indirectly, or threatening by any act or gesture either physical or verbal to apply such force to another person.

Grace Removals accepts that differences may occur in the workplace. Attempts to settle such disagreements should be via a mature, respectful and empathetic process. Attempts by employees to settle any disagreement by verbal or physical abuse (assault) is not acceptable and will be dealt with accordingly.

Employees who exhibit violent behaviour may be subjected to Company disciplinary action or summarily terminated depending on the seriousness of the offence.

#### **5.0. Avoidance of Duty**

Avoidance of duties - deliberately wasting paid time elsewhere or spending unnecessary time on personal or non-work related activities. This includes being away from the workstation or work duties for extended times without genuine reasons or deliberately taking longer to travel to or from a work related destination.

Grace Removals expect that all employees apply themselves diligently at all times to the duties that they are being paid to perform.

#### **6.0. Fit for Work**

The Company and the employees acknowledge that both parties have a "Duty of Care" under the Occupational Health & Safety Act (1984).

Grace Removals requires all employees must be "Fit for Work" and in a condition to carry out their normal duties. It is noted that there are three (3) circumstances by which and employee may be deemed unfit for work.

1. Alcohol/Substance abuse.
2. Work related injury.

In such instances the employee concerned agrees to participate with all/any return to work/rehabilitation programs as jointly recommended by:

The employees' GP/Specialist,

The Company's Insurers,

The Rehabilitation Consultant, &

The Company



The Company will regularly, at the Company's' expense put employees through a medical (Fatigue Management Policy).

The parties recognise the importance of an injured employee returning to full duties as quickly as possible. With this in mind it is agreed that the most appropriate method of returning to work is through a well structured 'return to work/rehabilitation' program and further agree that rehabilitation consultants with a sound knowledge of the duties available at Grace Removals be utilised. Therefore, where practicable, employees shall utilise rehabilitation consultants as currently utilised by the Company's insurers.

3. Non-work related injury/medical condition.

In such instances:

The employee or the employees medical practitioner will immediately advise the Company in writing, providing details of the injury/medical condition and what actions are being taken by the employee to make him/herself "Fit for work" as quickly as is practicably possible.

All expenses for the rectification of all non-work related injury/medical conditions that make the employee unfit for work are the employees' responsibility.

### **7.0. Intimidation/ Workplace Bullying**

Intimidation - to over-awe with fear in order to influence another persons conduct; the coercion of another person by threats either physical or verbal into doing or not doing something against their wishes. This can result in threatening behaviour consisting of comments, insults, standing over someone in an aggressive or domineering manner or menacing behaviour.

Grace Removals accept that differences may occur in the workplace. Attempts to settle such disagreements should be via a mature, respectful and empathetic process. Attempts by employees to settle any disagreement by verbal or physical abuse (intimidation) is not acceptable and will be dealt with accordingly.

Employees who exhibit behaviour outlined above may be subjected to Company disciplinary action or summarily terminated depending on the seriousness of the offence.

### **8.0. Personal Presentation/Hygiene.**

Our Customers are our lifeline. The impression we leave with them will be a lasting impression and will have a direct impact on our standing in the market. Our standing and our ability to win work are directly related.

Grace Removals has an image of professionalism in the community to uphold and the presentation of its' staff is an integral part of its reputation.

Notwithstanding the points raised in the Induction Booklet removalists will report to work clean-shaven or with a neatly groomed beard (if sporting a beard).

Employees who wish to grow a beard are requested to do so while on leave.

### **9.0. Safety & Health**

The Company and the employees acknowledge that they both have a "Duty of Care" under the Occupational Health & Safety Act (1984).

Notwithstanding the obligations of the Employer under the Act, employees recognise that they have a "Duty of care":

- a) To ensure his/her own safety and health at work; &
- b) To avoid adversely affecting the safety or health of any other person through an act or omission at work

- c) To comply (so far as is reasonable) with all instructions given by the employer for his/her safety or health or for the safety or health of other persons.
- d) To report immediately to the Training, Occupational Health and Safety and QA Officer any situation at the workplace that he/she has reason to believe could constitute a hazard to any person and he/she cannot him/herself correct or, any injury, harm to health of which he is aware that arises in the course of or in connection with his/her work.

#### **10.0. Smoking in the Workplace**

Section 19 of the Occupational Safety and Health Act states that an employer shall, so far as is practicable, provide and maintain a workplace in which employees are not exposed to hazards.

It has been noted that passive smoking presents an unacceptable hazard.

The workplace includes but is not limited to all Company premises, the cab of motor vehicles, rear of furniture pans, as well as Customer's premise, or anywhere that an employee is requested to conduct business on behalf of the Company.

An employee engaging in smoking in the workplace exposes other employees through passive smoking to an unacceptable hazard.

Smoking is therefore not permissible in the workplace (as defined). Employees engaging in the habit of smoking will do so outside the workplace and only during morning tea, lunch and afternoon tea.

#### **11.0. Customer Relations**

Our Customers are the most important people in the business. Amongst other things they will judge us by our behaviour.

Grace Removals expects that at all times employees are respectful, courteous & empathetic to our customers needs and their belongings and behave in a professional manner.

Under no circumstances are employees to criticize colleagues, associates, clients or contractors in the presence or within earshot of the customer.

**IF WE DO NOT TAKE CARE OF THE CUSTOMER - OUR COMPETITORS WILL!**