

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA13/01

TITLE: Movers and Shakers Business Relocations Pty Ltd Enterprise Agreement 2000

I.R.C. NO: 2000/4736

DATE APPROVED/COMMENCEMENT: 10 November 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA00/59**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to casual employees of the Company engaged pursuant to the Transport Industry (State) Award

PARTIES: , Movers & Shakers Business Relocations Pty Ltd -&- Piri Jnr Broughton, Piri Snr Broughton, Murray Bruce, David Cribb, Perry Cusack, Vinny Fitzgerald, Mereoni Kaunaivalu, Sione Lua, Eric Mathews, Tamati Mete, Waru Mete, Brooke Shaw, Steven Tarau, Asi Tuimaseve, Frank Tuimaseve, Nora Tuimaseve, Aporsa Tuitokova, Jone Vuluma, Philip Wano, Carl Wendt, Doug Wilkinson

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**MOVERS & SHAKERS BUSINESS
RELOCATIONS PTY LTD
ENTERPRISE AGREEMENT 2000**



JULY 2000

MEMORANDUM OF AGREEMENT

The following Enterprise Agreement has been agreed between the parties for the terms and conditions of employment for casual employees of Movers and Shakers Business Relocations Pty Ltd, and for settlement of matters in dispute between the parties.

1.0 TITLE

This Agreement shall be referred to as the Movers and Shakers Business Relocations Pty. Ltd. Enterprise Agreement 2000.

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3.0 APPLICATION

This Agreement shall apply to and be binding on Movers and Shakers Business Relocations Pty. Ltd. (hereinafter called the "Company") and the casual employees (hereinafter called "casual employees") engaged in or in conjunction with casual employment with the work engaged in by the Company.



4.0 GENERAL CONDITIONS

The provisions covering casual hire of the Transport Industry Award shall apply to the Company and the casual employees of the Company, except where such provisions are varied by the provisions of this Agreement.

This Enterprise Agreement shall operate in the State of New South Wales. The Company can operate interstate. Notice of interstate work will be made available to New South Wales casual employees. The Company will cover cost of travel, accommodation and food if New South Wales casual employees are utilised interstate.

5.0 DUTIES AND RESPONSIBILITIES

5.1 A casual employee is expected to work as directed by the management of the Company. A casual employee and the Company shall always work in accordance with the terms and conditions of this Agreement.

5.2 UNIFORMS AND PROTECTIVE CLOTHING

A casual employee shall always be in Uniform as supplied by the Company and present themselves in a clean and tidy manner whilst in the employment of the Company. A casual employee is responsible for the care and maintenance of the uniform. A casual employee will have to pay full replacement costs for any loss, or wilful damage of the issued uniforms. Worn out or damaged uniforms are to be handed in for replacement. Fair wear or tear, will not be deemed as wilful damage. A deposit of \$25.00 will be obtained for each item of clothing supplied by the employer. This amount is refunded when an employee leaves the employ of the Company and returns the uniform in a reasonable condition. Suitable safety footwear must be worn at all times.

A casual employee not dressed correctly and safely will be given the opportunity to rectify their dress immediately or asked to leave the workplace.

5.3 DEDUCTIONS FROM WAGES

Deductions may be made from a casual employee's wages, with their authorisation, for the purposes of recovering:

- a) Amounts which have been charged to company accounts for personal purchases by the casual employee;
- b) \$25.00 deduction for a uniform supplied as per clause 5.2 'uniforms';
A uniform comprises of a shirt, shorts, track pants and top.
- c) If driving a company vehicle, the driver is responsible for any infringement notices obtained.
- d) The cost of parking infringement notice(s), unless authorised by the Company to park in an area that may incur a parking infringement notice.

- e) Any red light camera or other such infringement fines. The personal details of the driver will be referred to the appropriate authorities.
- f) Advances made to a casual employee by the Company.
- g) Damage to motor vehicles or company property. That is, the excess is payable when the driver has been found guilty of negligence or breaking the law.
- h) Failure to hand in any COD payment collected.

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6.0 DEFINITIONS

"Commission" shall mean the New South Wales Industrial Relations Commission.

7.0 INTENT OF PARTIES

This Agreement has been developed through a process of consultation and negotiation between the representatives of the casual employees and the Company reflecting a recognition by the casual employees of the needs of the Company and a commitment by both parties to establish a safe, efficient, productive and effective operation. It is the intention of the parties to provide and maintain a framework which will ensure that the spirit and substance of the Agreement endures to the benefit of all those affected by it.

To this end, the casual employees and the Company are dedicated to:

- 7.1 Establishing terms and conditions of casual employment based on the specific needs of the business;
- 7.2 Ensuring that the Company's facilities operate in a manner which will enhance and optimise cost-effective excellence and performance, with changes in technology and work procedures and practices contributing to and maintaining this position;
- 7.3 Seeking continuous review and improvement in agreed measures of safety, work place and performance quality and work environment, together with the casual employees willing to accept responsibility for outcomes in these respects;
- 7.4 Ensuring that work can be undertaken in a fully flexible manner without demarcations or limitations on performance, subject only to the restrictions imposed by individual skill and knowledge levels;
- 7.5 Establishing and maintaining open and direct communication with all casual employees on matters on mutual interest and/or concern;

- 7.6 Avoiding any action which disrupts or dislocates continuity of work and customer service through a commitment to a process which seeks to deal with and resolve casual employee concerns, of whatever type or nature, speedily and effectively through prompt, full and open communication and an agreed process of consultation and negotiation, initially less formally at the site level but, if not thereby resolved, through a formal dispute resolution procedure;
- 7.7 Establishing, supporting and maintain standards of work performance, conduct and attendance which will maximise a safe, productive and efficient operation;
- 7.8 Further, to promoting self-esteem and group morale necessary to achieving a workplace where casual employees accept responsibility for their individual performance and quality of output, as well as that of the work section or enterprise as a whole. In this regard, particularly to promoting the philosophy of self-managing work teams, along guidelines established by Australian Best Practice initiatives;
- 7.9 Ensuring that casual employees receive a proper level of reward measured against their work performance, (in accordance with the company's "Performance & Development Review Process") with opportunity for career advancement through both material promotional progressions, together with job security and maximised quality of working life. In this regard, to establishing processes for training casual employees to improve their skills and knowledge.
- 7.10 Establish a training program (via the company's "Training Needs Analysis") that will enhance the performance quality of all casual employees and provide the necessary skills for advancement through the classification structures.
- 7.11 Self Education Assistance: The Company provides assistance to casual employees undertaking external studies and / or training where the further studies and / or training is of benefit both to the Company and the casual employee.
In cases where Company approval is given to undertake further studies and / or training, the following assistance is provided:
- (a) Reimbursement of 100% of fees and compulsory textbooks;
 - (b) 100% of the cost of travel and accommodation to attend compulsory residential programs;
 - (c) Special paid leave for up to 100% of the time attending compulsory residential programs. Where possible casual employees are expected to 'flex' their rosters with other casual employees to minimise the need for special paid leave.



In the event of a casual employee resigning from the Company within two years of completing any such sponsored studies and / or training, the casual employee may be required to refund such sponsorship on a pro-rata basis.

Approval for Self Education Assistance rests with the Managing Director. If approved, reimbursement will be payable upon original evidence of successful course completion and passes attained.

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8.0 TERMS OF EMPLOYMENT

8.1 A casual employee engaged under this Agreement shall be entitled to the benefits of the Transport Industry Award, except to the extent that such provisions are varied by the provisions hereof.

8.1.1 It is mandatory that every new casual employee attend an induction program to learn about the nature of the work required and how to undertake the processes safely. Each new applicant is to sit for the induction program test so to verify that they have successfully understood and learnt the contents of the induction program.

8.1.2 Successful applicants will be engaged as casual employees, in which event they shall be paid for each start for no less than (2) two hours work inclusive of traveling time.

8.1.3 The basic hours of work on any one-day shall be 12 hours and the rates of pay prescribed herein shall apply to all hours worked.

8.1.4 Notwithstanding that there may be engagements on successive days, casual employment shall be by the day, being the period on any one day for which the casual employee has been engaged. There is no requirement that the Company continues to engage a casual employee on a day or days subsequent to any day of engagement, and no continuity of employment shall be inferred by any continuum, of such engagements for work on subsequent days.

8.1.5 A casual employee shall be paid at the rate prescribed herein for all hours worked which includes a loading being for all entitlements, including annual leave, sick leave. And public holidays etc

8.1.6 The maximum number of twelve-hour shifts per week to be worked shall be seven (7) and if so worked the casual employee shall have a continuous 24-hour rest period in line with the Company's Duty of Care under the Occupational Health and Safety Act.

9.0 ENGAGEMENT OF OUTSIDE DAY-HIRE LABOUR

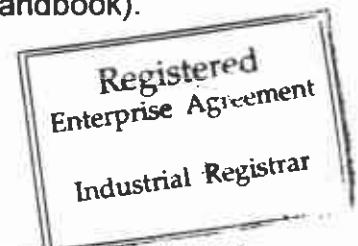
- 9.1 The Company may enter into contracts with persons or labour supply agencies for the carrying out by those persons or entities of any work required to be performed.
- 9.2 Hire of this nature maybe for specific projects or work at sites covered specific Site Agreements.

10.0 TERMINATION OF EMPLOYMENT

- 10.1 Employment of a casual employee may be terminated by the provision of twenty-four hours notice by the party terminating to the other party. This does not prevent the company from terminating a casual employee without notice where the company reasonably believes the employee to be guilty of serious and/or wilful misconduct, negligence or incompetence.
- 10.2 The grounds for instant dismissal are as follows:
- 1) Refusing to work as directed, unless suitable reasons can be justified: e.g. safety, health or legal reasons.
 - 2) Threatening or actual assault (verbal or physical) to another casual employee or customer of the Company whilst in the Company's employ or due to matters arising from events whilst under Company instruction.
 - 3) Wilful damage, and or theft, of property belonging to the Company or fellow casual employee, or any customer of the Company.
 - 4) Carrying out duties in an unsafe manner, which would endanger their life or the lives of others including the tampering of safety equipment and the breach of a significant safety rule.
 - 5) Breach of confidentiality whereby information about Company matters is passed on to a third party outside of the Company without the permission of the directors.
 - 6) Consuming alcohol while at work. (Refer to Employee Handbook).
 - 7) Possession of illegal substances. (Refer to Employee Handbook).
 - 8) Falsification of time sheets.
 - 9) Abandonment of Employment.

NB

This is not complete but provides an indication to all parties to this agreement of offences that will not be tolerated.



11.0 WORK TO BE PERFORMED

- 11.1 Consistent with the Company's objectives on development and training to provide for multi-skilling, casual employees may be directed to perform and undertake tasks ancillary to their normal duties provided such work is within the range of capability of the casual employee.
- 11.2 Such tasks may include tasks requiring machinery operation to move heavy objects.
- 11.3 If a casual employee walks off the job without explanation, or prior approval they will be paid to the nearest full half hour. This action is grounds for dismissal and the casual employee will be counseled regarding this unsatisfactory action.
- 11.4 From time to time as work load dictates, a casual employee can be directed to general tasks such as clerical, cleaning vans or cars, depot, premises (at a site or at the Company's offices). Work performed on these tasks will be paid for at the normal casual employee classification rate.

12.0 HOURS STATUS AND ROSTERING

- 12.1 There is no guarantee expressed or implied that the Company will ensure a minimum number of hours to be worked by each casual employee.
- 12.2 A casual employee must take a break of no more than 15 minutes for every 2.5 hours worked and not less than 30 minutes and no more than 60 minutes after a maximum of five hours of continuous work.

13.0 CLASSIFICATION STRUCTURE & WAGES

- 13.1 A casual employee shall be graded by the Company to one of the classifications in subclause (2) of this clause, subject to the following:
- 13.1.1 A casual employee shall, within a reasonable period of time, acquire to the satisfaction of the Company a skill level determined with respect to the respective classification. This shall be a particular pre-requisite to being eligible for advancement to a higher grade.
- 13.1.2 In order to attain the level of skills predicated in the foregoing provision, a casual employee will be given access to training, both formal and on-the-job, and to have adequate opportunity for using the skills acquired.
- 13.1.3 The Company will counsel a casual employee who fails to either attain the requisite skills level, or who fail to continue to demonstrate his / her capability to perform within the level of skill and/or knowledge required.

13.1.4 In the event that, following a reasonable period of time, a casual employee remains unable to demonstrate his/her capability to perform within the level of skill and knowledge applicable to his/her classification, the Company shall have the right to reclassify such casual employee to a grade relevant to his/her level of skill and/or knowledge. In the event that a casual employee is downgraded to a lower classification, one week's notice will be given and after then the new classification pay rate will apply.

13.2 Wage rates paid for every hour worked by a casual employee, irrespective of the time of day or the day of the week, shall be as follows:

- (a) Offsider rate of pay shall be **\$14.00 per hour**
- (b) Drivers, and leading hands rate of pay shall be **\$15.00 per hour**
- (c) Supervisors rate of pay shall be **\$16.00 per hour**

13.3 Remuneration by way of bonuses shall be paid to a casual employee at the discretion of the Company.

13.4 Remuneration by way of an hourly rate pay increase through promotion shall be at the discretion of the Company.

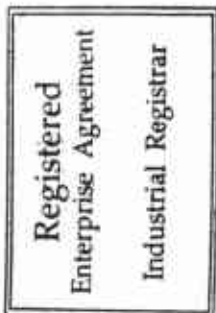
13.5 Wages shall be paid weekly on Wednesday by three o'clock in the afternoon by electronic bank transfer to an account in a financial institution nominated by the casual employee. The pay period starts on Saturday and finishes on Friday. If a Wednesday happens to be a public holiday the payday will be the immediate working day after the public holiday.

13.6 The Company pays Superannuation at the rate prescribed by the Government.

13.7 Travel time of half an hour each way will be paid to and from the job site irrespective of how a casual employee (with the exception of drivers) gets there. This is applicable to the Sydney Metropolitan area. Additionally, travelling time between sites within the Sydney CBD will also be paid.

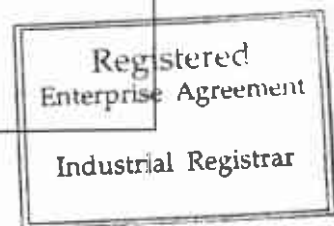
13.7.1 Drivers will be paid from the commencement of a shift until completion of a shift, whether the shift is completed within the metropolitan area or is completed at the depot; when the driver is required to return the vehicle. A time sheet must be submitted daily (in addition to the booking agreement) for authorisation.

13.8 In the event a casual employee responds to a request to present themselves for work at the Depot, and there is no site work available, ½ and hours travelling time will be paid.
Travelling time will not be paid if the employee is late for their given start time.



14.0 Classification and Hourly Base Wage Rates.

Description	Casual Rates of Pay per hour
<p>Offsider</p> <ul style="list-style-type: none"> ◆ Following directions from drivers, leading hands, supervisors or managers ◆ Moving cartons, furniture or equipment using supplied equipment. Ie. Desk dollies ◆ Wrapping, packing and loading/unloading IT equipment into supplied cages ◆ Assist with loading vehicles ◆ Conduct operations within the Company guidelines. 	\$14.00
<p>Driver and Leading Hand</p> <ul style="list-style-type: none"> ◆ Following directions from supervisors or managers ◆ Moving cartons, furniture or equipment using supplied equipment. Ie. Desk dollies ◆ Wrapping, packing and loading/unloading IT equipment into supplied cages ◆ Loading and supervision of loading cartons, furniture & equipment into vehicles. ◆ Conduct operations within the Company guidelines ◆ To collect and be accountable for cash 	\$15.00
<p>Supervisors</p> <ul style="list-style-type: none"> ◆ Following directions management ◆ Liaising with clients and building managers regarding relocation ◆ Management the allocation/supervision of all staff assigned to relocation. ◆ Moving cartons, furniture or equipment using supplied equipment. Ie. Desk dollies ◆ Wrapping, packing and loading/unloading IT equipment into supplied cages ◆ Loading and supervision of loading cartons, furniture and equipment into vehicles ◆ Ensure all staff assigned to relocation are performing within the Company guidelines ◆ To collect and be accountable for cash 	\$16.00 + \$2.00/hr if managing 3 or more staff



Note:

- 1) The hourly rate shown shall be the all-purpose rate.
- 2) The hourly rate includes all wage adjustments provided under wage fixing principles at the date of implementation.

15.0 MOTOR VEHICLE POLICY

If a casual employee is required by his / her role to drive a Company motor vehicle they must have a current driver's licence and must comply with the relevant motor vehicle driving laws and the Company's conditions of motor vehicle usage, as follows:

- 15.1 A casual employee will be specifically excluded from using any vehicle if that person has had any alcohol related traffic infringements, any loss of licence or any criminal charges unless written notice has been given to the company and approval and acknowledgement has been given in writing by the company.
- 15.2 Under no circumstances will a casual employee allow or permit any other casual employee or third party the use of a company vehicle without the express permission from a Project Supervisor and / or the Operations Manager.
- 15.3 All traffic fines and infringement notices are the responsibility of the driver. Any insurance excess or repair costs up to the amount of the excess or repair costs up to the amount of the excess are payable by the driver or the person responsible for the company vehicle if they are deemed to be at fault or were responsible for the motor vehicle at the time when the motor vehicle was damaged.
- 15.4 If a driver is involved in a motor vehicle accident whilst under the influence of alcohol, illegal substances, or was driving without a licence, the motor vehicle insurance policy will not cover the company, the driver, a third party vehicle, or any related damage. Accordingly any casual employee allocated or authorised to use a company motor vehicle, which is involved in any accident under these circumstances, will be held totally responsible for any costs incurred in the repairs and/or replacement of the company vehicle, as well as any third party claims against the company and legal costs.

16.0 DISPUTE SETTLING PROCEDURES

- 16.1 In order to promote speedy, effective and informal resolution of problems it is agreed that a casual employee with a grievance will first discuss the matter with his / her immediate supervisor and every effort shall be made to resolve it at this early stage. The immediate supervisor will respond to the casual employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.
- 16.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

- Stage 1: Initially the issue should be resolved informally between the casual employee and his / her immediate supervisor
- Stage 2: If the issue is not resolved at Stage 1, the casual employee will confer with the project supervisor and site management.
- Stage 3: If the matter remains unresolved the casual employee will confer with the operations manager.
- Stage 4: The Company and their casual employees are totally committed to resolving grievances within the above stages, however, if the parties cannot settle the matter they will agree to maintain the status quo and refer the matter to the New South Wales Industrial Relations Commission for determination.

16.3 In making the above commitments the parties recognise that in exercising the Company's right to manage and to decide finally on the operation of the business, it must take due account of the undertaking of the casual employees to continue normal work while the matter in dispute is being resolved through the agreed procedures. The Company recognises and accepts that there will be circumstances when the implementation of a contested Company decision may be delayed, pending the finalisation of the matter under the agreed procedures. The casual employees recognise and accept that in some cases, dismissal for gross misconduct, for example, implementation of the decision may occur prior to the commencement or finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows the Company's action to be reviewed promptly by the parties and, ultimately if necessary, by the New South Wales Industrial Relations Commission, whose decision will be accepted and binding by all.

17.0 NO SMOKING POLICY

17.1 The Company has a no smoking policy.

Smoking is prohibited in buildings the company occupies and also in its vehicles. Smoking is not allowed in any building the company is working in.

18.0 CHANGES TO COMPANY POLICY

18.1 The Company may from time to time need to vary its Company Policies. The directors reserve the right to do so. In any event notification in writing will be given to its casual employees.

19.0 NO EXTRA CLAIMS

It is a term of this Agreement that the casual employees covered by this Agreement will not pursue, during the currency of this Agreement, any extra claims, award or over-award, except where consistent with the principles determined by the New South Wales Industrial Relations Commission.

20.0 DECLARATION

20.1 This Agreement has been negotiated through extensive consultation between the Company representatives and the representatives of the casual employees covered herein. The content of the Agreement has been canvassed between the parties concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof.

20.2 The parties declare that this Agreement:

- (i) Is not contrary to public interest;
- (ii) Is not unfair, harsh or unconscionable to any relevant person, or relevant potential person;
- (iii) Was at no stage entered into under duress; and
- (iv) Reflects the interests and desires of the parties and the persons covered by or potentially covered by the Agreement.

21.0 MONITORING COMMITTEE

A monitoring Committee, which shall include representatives of the casual employees covered by this agreement, together with an equal number of Company representatives, shall be formed to:

- (i) Ensure the correct application of this Agreement, particular in the light of the provisions of the Transport Industry Award.
- (ii) Further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.

In the event that a difficulty or disagreement arises over any matter being considered by the Committee, it may be referred and dealt with as a dispute pursuant to the procedures set down herein. For purposes of advancing the interests of the parties, any issue of relevance to the operations of the Company, or of the casual employees, may be considered by the Committee, with no reasonable limit placed on the agenda for such consideration.

22.0 OPERATIVE DATE

This Agreement shall commence on the _____ day of _____ 2000 and shall continue in force for a period of two years.

The parties have signed hereto on the _____ day of _____ 2000.

For and on behalf of Movers and Shakers Business Relocations Pty. Ltd.

.....
(Managing Director)

.....
(Witness) J.P.

For and on behalf of the Casual Employees of Movers and Shakers Business Relocations Pty. Ltd.

.....
(Casual Employee Representative)

.....
(Witness)

.....
(Casual Employee Representative)

.....
(Witness)

.....
(Casual Employee Representative)

.....
(Witness)

