# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA00/59** 

TITLE: <u>Movers and Shakers Business Relocations Pty Ltd Enterprise</u>
Agreement

I.R.C. NO:

99/3117

**DATE APPROVED/COMMENCEMENT:** Approved 16 August 1999 and commenced first full pay period on or after 16 August 1999

TERM:

12 months.

**NEW AGREEMENT OR** 

**VARIATION:** 

New

**GAZETTAL REFERENCE:** 

17 March 2000

**DATE TERMINATED:** 

**NUMBER OF PAGES:** 

16

COVERAGE/DESCRIPTION OF

**EMPLOYEES:** It determines all of the terms and conditions of employees, and operates to the full and total exclusion of the provisions of the Transport Industry (State) Award. The provision of this agreement apply to casual employees only

PARTIES: Sosiceni Cabealawa -&- Michael Clarke, Chris Constable, Joseteki Dravikula, Lincoln Houssenloge, Anthony Kerr, Clinton Kerr, Maleli Lumelume, Martin McBeath, Dean Mills, Movers & Shakers Business Relocations Pty Ltd, Isaac Perez, John Pinel, Anthony Romalis, Jai Rousell, Jason Seng, Joshua Smith, Jone Vuluma, Tracy Waterson





2-10 Victoria Street Lidcombe NSW Australia 2141

Telephone: 0500 55 88 01

02 9749 77 11

Facsimile: 0500 55 88 02

02 9749 76 99

#### **PREAMBLE**

Movers and Shakers Business Relocations Pty Ltd carry on the business of office and general relocations. This Enterprise Agreement is designed to create a greater flexibility in employment practices within the enterprise conducted by Movers and Shakers Business Relocations Pty Ltd and to accord to employees of that enterprise greater access to employment.

The parties to this agreement are:

MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD of 2-10 Victoria street, Lidcombe in the State of New South Wales, with respect to its enterprise carried on from that address (the Employer);

and

Each of the EMPLOYEES of MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD during the currency of this Agreement (the Employees)

#### STATUS AND AIM OF THE AGREEMENT:

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 casual employees only. To the extent of any inconsistency between the Award and this Agreement, this agreement shall prevail.

The parties to this Agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

#### DATE AND PERIOD OF OPERATION

This Agreement shall commence on the day ratified by the Industrial Commission and shall take effect from the first pay period on or after this date and shall remain in place for a period of twelve (12) months.

#### CONDITIONS OF EMPLOYMENT

#### **PHILOSOPHY**

IT IS AGREED BY ALL PARTIES TO THIS AGREEMENT TO PERFORM THEIR DUTIES IN A FRIENDLY, COURTEOUS, HONEST AND HELPFUL MANNER AT ALL TIMES IN REGARD TO OTHER EMPLOYEES, THE CLIENT AND ALSO THE GENERAL PUBLIC. ALL EMPLOYEES ARE EXPECTED TO CARRY OUT THEIR DUTIES IN A PROFFESIONAL MANNER WITH REGARD TO SAFETY, CONDUCTING THEMSELVES IN SUCH A MANNER AS TO PROMOTE THE COMPANY AND THEIR FELLOW EMPLOYEES.

## DUTIES AND RESPONSIBILITIES OF THE EMPLOYEE

1.0 The employee is expected to work as directed by the management of MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD. The employee must always work in accordance with the rules and regulations as laid out in this Agreement.

#### 2.0 UNIFORMS

The Employees must always be in Uniform as supplied by the Employer and present themselves in a clean and tidy manner whilst in the employment of MOVERS AND SHAKERS BUSINESS RELOCATIONS. Each Employee is responsible for the care and maintenance of the uniform. Each 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 MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD.

Suitable safety footwear must be worn at all times.

Any employee not dressed correctly and safely will be given the opportunity to rectify his dress immediately or asked to leave the work place.

## 3.0 DEDUCTIONS FROM WAGES

Deductions may be made from the employee's wages with their authorization for the purposes of recovering:

- a) Amounts which have been charged to company accounts for personal purchases by the employee;
- b) \$25.00 deduction for each item of uniform supplied as per clause 'uniforms';
- c) If driving a company vehicle, the driver is responsible for any infringement notices obtained.
- d) A deduction to cover the cost of parking infringement notices will be deducted from the employee's pay, who was driving the vehicle at the time of the notice given.
- e) With any red light camera or other such infringement notices, the personal details of the driver will be referred to the appropriate authorities.
- f) Loans made to the employee by the employer

#### 4.0 HOURS STATUS AND ROSTERING

- 4.1 There is no guarantee expressed or implied that MOVERS AND SHAKERS BUSINESS RELOCATIONS will ensure a minimum number of hours to be worked by each employee.
- 4.2 All employees must take a break of not less than 30 minutes and no more than 60 minutes after a maximum of five hours of continuous work.

### **5.0 WAGE RATES**

- 5.1 The rates paid to employees covered by this agreement shall, be paid for each and every hour worked.
- 5.2 The maximum number of continuous hours a casual employee may work is twelve hours per shift with a minimum of 10 hours continuous rest period there after.



5.3 The maximum number of twelve-hour shifts per week to be worked shall be seven (7) and if so worked the 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.

## 6.0 CASUAL WAGE RATES

- 6.1 Wages rates paid for every hour worked by all employees irrespective of the time of day or the day of the week shall be as follows for all employees:
  - A) Offsider, packer rate of pay shall be \$14.00 per hour
  - B) Drivers and Supervisors rate of pay shall be \$15.00 per hour
  - C) Clerical rate of pay shall be \$14.00 per hour
- 6.2 Remuneration by way of bonuses shall be paid to each and every employee at the discretion of the Directors of MOVERS AND SHAKERS BUSINESS RELOCATIONS.
- 6.3 Remuneration by way of an hourly rate pay increase through promotion shall be at the discretion of the Directors of MOVERS AND SHAKERS BUSINESS RELOCATIONS.
- 6.4 Wages shall be paid weekly on Wednesday by four oclock in the afternoon in cash or by electronic bank transfer to an account in a financial institution nominated by the employee. The pay period starts on Saturday and finishes on Friday
- 6.5 The employer at a rate as directed by government pays Superanuation.
- 6.6 Travel time of half an hour each way will be paid to and from the site of work irrespective of how an employee gets there. This is applicable to the Sydney Metropolitan area.

## 7.0 TERMINATION OF EMPLOYMENT

- 7.1 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 willful misconduct, negligence or incompetence.
- 7.2 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.
  - Threatening or actual assault to another employee or customer of the employer while in the company's employ or due to matters arising from events while under company instruction
  - 3. Willful damage, and or theft, of property belonging to the employer or fellow employee, or any customer of the employer.
  - Carrying out their 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



- 5. Breach of confidentiality whereby information about company matters is passed on to a third party out side of the company without the permission of the directors.
- 6. Consuming alcohol while at work.
- Possession of illegal substances.
- 8. Falsification of time sheets.

NB

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

## 8.0 COUNSELING PROCEDURE

See attached addendum

## 9.0 PERSONAL GRIEVANCES AND DISPUTES PROCEEDURE

See attached addendum

#### 10.0 RIGHT OF RENEWAL

10.1 The company reserves the right to renew this Agreement. No guarantee of renewal is made or implied at the time of signing this Agreement.

#### 11.0 NO SMOKING POLICY

11.01 MOVERS AND SHAKERS BUSINESS RELOCATIONS 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. The supervisor will allow breaks during the day for those that need to have a cigarette.

### 12.0 CHANGE TO COMPANY POLICY

12.01 MOVERS AND SHAKERS BUSINESS RELOCATIONS 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 employees.

13.0 DRUGS, ALCOHOL AND SUBSTANCE ABUSE POLICY See attached addendum.

## 14.0 SEXUAL HARRASSMENT POLICY

See attached addendum

# 15.0 OCCUPATIONAL HEALTH AND SAFETY POLICY See attached addendum

16.0 EQUAL EMPLOYMENT OPPORTUNITY POLICY See attached addendum

#### 17.0 INJURY MANAGEMENT PROCEDURE

See attached addendum



#### COUNSELING PROCEDURE

This procedure will be used in circumstances involving:

- Minor breaches by the employees of their enterprise agreement e.g. minor discourtesies, episodic unacceptable behavior etc:
- Any performance related issues
- In very serious matters (such as serious or willful misconduct) immediate termination may be considered. In this case the company's Discipline Procedure will be utilized.

#### INFORMAL DISCUSSIONS

The details of any minor alleged unsatisfactory conduct, attitude, or poor or non-performance will be discussed with the employee in an informal discussion. The employee will be given the opportunity to respond to each allegation.

### FIRST FORMAL INTERVIEW

NB IF A SITUATION IS SUFFICIENTLY SERIOUS THE INFORMAL DISCUSSION WILL BE OMITTED AND THE COUNSELING PROCEDURE WILL BEGIN WITH THE FIRST FORMAL INTERVIEW

At this meeting the employee will be given written details of alleged unsatisfactory conduct, attitude or poor or non-performance and will be given the opportunity to respond to the allegations. If an informal interview has taken place, reference will be made to the content of that meeting.

#### SECOND FORMAL INTERVIEW

File notes will be taken.

- If the employee's performance has improved as required then the interview would be terminated.
- If the employee's performance has not improved then the final phase of the counseling procedure will be followed.

#### DISMISSAL

At this meeting the employee will be given written details of the alleged unsatisfactory conduct, attitude or poor or non-performance and will be given the opportunity to respond to the allegations.

- If the employee's explanations are accepted then the meeting will be discontinued.
- If the employee's explanations are reasonably rejected and the unsatisfactory performance, conduct etc., is considered to be sufficient to justify termination of employment, the employment will be summarily terminated.

The employee will be paid any outstanding monies on the day of termination.

The employee is entitled to receive written confirmation of the termination of employment.

If requested, the reasons for termination will be provided in writing.



# MOVERS AND SHAKERS BUSINESS RELOCATIONS PERSONAL GRIEVANCE AND DISPUTES PROCEDURE

#### PURPOSE

From time to time Management and/or Supervisors will introduce or take some action, which may cause a problem and/or concern with an employee or group of employees.

#### COMMITMENT

All employees of MOVERS AND SHAKERS BUSINESS RELOCATIONS commit to following the grievance procedure when there is any dispute involving any employee or group of employees in the course of their employment.

All employees of MOVERS AND SHAKERS AND SHAKERS BUSINESS RELOCATIONS also commit that there shall not be any stoppage of work, either by any employee, group of employees or employer, and, if any grievance or dispute has arisen, it shall be processed in accordance with the following procedure:

#### **PROCESS**

When an issue, grievance or dispute arises the matter shall be first discussed between an employee or group of employees and their immediate supervisor.

### If the matter remains unresolved then:

The matter shall be discussed between the employer or group of employees and their Manager

If the matter cannot be resolved at this level then the parties to the grievance or dispute shall decide whether to continue to process the matter to the next step or bypass steps in the interests of speedy and effective resolution of the matter.

At this point the parties will agree to the subject matter of the grievance or dispute and will put the subject matter in writing.

The matter will then be discussed between the employee or group of employees, the Supervisor and the Manager with the aim of resolving the matter effectively.

#### If the matter remains unresolved then:

The matter shall be referred for discussion to the Directors of MOVERS AND SHAKERS BUSINESS RELOCATIONS.

#### If the matter remains unresolved then:

The matter can be referred to the appropriate Industrial Authority for determination.

#### NOTE

By agreement between the all parties, the matter can be referred to the Appropriate Industrial Authority in the interest of a speedy resolution of grievance or dispute and at all times the parties are committed, and agree to, that there be no stoppage of work so that the Company can be productive in the interest of all parties.

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#### DRUG AND ALCOHOL POLICY

#### **AIM**

Movers and Shakers Business Relocations is committed to the safety and well being of both staff and the public. The commitment requires a drug and alcohol free workplace. In January 1996, the WorkCover Authority of NSW reported that 20% to 25% of all industrial accident resulted from drug and alcohol abuse. Movers and Shakers Business Relocations recognises that alcohol and drug use in the workplace is a serious issue.

#### SCOPE

This policy covers all employees and contractors of Movers and Shakers Business Relocations.

#### LAW

Occupational Health and Safety Legislation requires:

- Movers and Shakers Business Relocations to ensure the health, safety and welfare at work of our employees, visitors and members of the public.
- employees to take reasonable care of the health and safety of others and to co-operate with employees in their efforts to comply with occupational health and safety requirements.

#### CODE OF BEHAVIOUR

It is a condition of employment that all employees are to carry out their work unaffected by alcohol and/or drugs. It is also a contractual obligation for contractors to carry out their work unaffected by alcohol and/or drugs. This code applies to the following drugs:

- substances prohibited by law;
- substances not prohibited by law, which may reduce the ability of an employee to safely perform his or her duties.

These drugs will include, but are not limited to, amphetamines, sedatives, opiates, anti-histamines and hallucinogens. Employees who are taking prescribed drugs for medical reasons which may impact on their ability to safely perform their duties, must provide their immediate supervisor with a medical certificate certifying that they are fit for their duties. The certificate should specifically refer to any vehicle use if such use falls within the employee's position description.

## REPORTING OBLIGATIONS

Employees, who suspect that another employee or contractor is under the influence of drugs and alcohol, must report this without delay to their immediate supervisor. All employees are urged to report any suspected breaches of this policy in the interest of everybody's safety.

#### PROCEDURES FOR SUPERVISORS

If a supervisor has a reasonable suspicion that an employee may be affected by alcohol and/or drugs the employee will be:

- immediately stood down on full pay and
- requested to obtain a medical certificate from a qualified Medical Practitioner declaring that the employee is fit for normal duties.

The employee will have two (2) hours to produce the certificate from a Medical Practitioner nominated by Movers and Shakers Business Relocations and report back to the supervisor. This time may be extended by agreement with the supervisor. Movers and Shakers Business Relocations will pay for the reasonable costs of obtaining the medical certificate and a taxicab to and from the Medical Practitioner (unless driven by an officer of Movers and Shakers Business Relocations.)

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If the medical certificate confirms the supervisor's suspicions, then the employee will be stood down for the remainder of the working day with pay.



In circumstances where there is little or no doubt that the employee is under the influence of drugs or alcohol and is unfit for duties or where the employee admits this fact, the supervisor need not comply with the abovementioned procedure and the employee will be immediately stood down for the remainder of the working day with pay.

#### FORFEITURE OF WORKERS' COMPENSATION

In the event that an employee is injured or maimed and it can be proved that they were under the influence of alcohol or drugs of any kind, any claim emanating therefrom will not be supported by Workers' Compensation Insurance.

## INVESTIGATION AND DISCIPLINE

On the following working day a meeting will be held with the employee, supervisor and Employee Relations Manager/Human Resources Manager (where possible) to investigate the incident. During this meeting, the employee will be provided with an opportunity to put-his/her side of the story prior to any disciplinary action.

#### REFUSAL TO OBTAIN A MEDICAL CERTIFICATE

If the employee refuses to obtain a medical certificate, he or she will be suspended for the remainder of the day. A report of the incident will be placed on the employee's personnel file and a disciplinary meeting convened as soon as possible under the Company's counselling and disciplinary procedures.

#### **VOLUNTARY COUNSELLING**

If an employee has a problem with drugs or alcohol and they want to seek help, Movers and Shakers Business Relocations will assist where appropriate.

#### SUBSTANCE ABUSE POLICY

Movers and Shakers Business Relocations recognises that substances such as alcohol and drugs are used by individuals, sometimes to an extent that their abilities and senses are impaired. Our position regarding substance abuse is the same whether alcohol, marijuana, illegal drugs, prescription drugs or controlled substances are involved.

This policy is implemented because the Company believes that the impairment of any employee due to their use of substances may result in the risk of injury to other employees, the impaired employee, or to third parties, such as customers or business guests.

Impairment means that an employee's normal physical and mental abilities, or faculties, while at work have been detrimentally affected by the use of the substance. The employee who begins work while impaired or who becomes impaired while at work is guilty of a major violation of Company rules and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal, or any other penalty appropriate under the circumstances. The use, possession, transfer, or sale of any substance on Company premises or in a Company car park, warehouse or other property or site is prohibited, and violations are subject to severe disciplinary action.

Employees who are taking prescription drugs should check with their doctor to establish if the use of the drugs will impact on their work performance and if so, obtain written advice to this effect and report the details to their supervisor. This is for the protection of the employee and for safety purposes in case of an adverse reaction to the drug while at work, or so the employee is not falsely accused of being under the influence of an illegal substance or alcohol.

When an employee is involved in the use, possession, transfer or sale of a substance in violation of this policy, the Company may notify the appropriate authorities. Such notice will be given only after such an incident has been investigated and reviewed by the employee's supervisor, manager or other senior officer.

The Company is aware that substance abuse is a complex health problem that has both a physical and emotional impact on the employee, their family and social relationships. A substance abuser is a person who uses substances,



as defined above, for non-medical reasons, and this use detrimentally effects job performance or interferes with normal social adjustments at work. Substance abuse is both a management and a medical problem.

An employee who suspects a substance abuse case should discuss the situation immediately with their manager. Because each case is different, the handling and referral of the case must be coordinated with the manager and a company officer.

Voluntary, successful participation in a recovery or rehabilitation program by an employee may be a mitigating factor in any disciplinary action depending on the facts and circumstances of each individual case. In some cases, disciplinary action may be suspended, or the employee may be placed on probation pending a successful completion of a recovery program.

Employees who are placed on a rehabilitation program because of performance or behavioural problems due to substance abuse are subject to dismissal for failure to successfully complete the program or change their performance or behaviour.

Applicants who have a past history of substance abuse, but who have demonstrated an ability to abstain from the substance or are able to provide medical assurance of acceptable control, will be considered for employment with the Company providing they are otherwise qualified for the position for which they are applying.

Management has chosen to adopt an alcoholic beverage policy in keeping with the concern for, and the risks associated with, alcohol use. Alcoholic beverages shall not be served or used on Company premises at any time. Alcoholic beverages have no part in, and shall not be used in conjunction with, any company business meeting. Social activities held off-premises and paid for on a personal basis, are not affected by this policy. If management considers it appropriate, light alcoholic beverages may be served at Company sponsored events held off-premises and for purely social reasons. The service must be managed in good taste and with good judgement. Alcoholic beverages should not be served at a company event where children are present.

The company is concerned with its employee's privacy, especially where matters regarding medical and personal information are involved. Provided the information is not needed for police or security purposes, the company shall maintain employee medical and personal information in confidence and release this information to authorised company personnel on a 'need to know" basis. An exception may be made to this policy when the employee signs a release for the transfer of such information to designated persons or agencies.





### ANTI SEXUAL HARASSMENT POLICY AND PROCEDURES

All forms of sexual harassment are unacceptable in this Company.

The Sex Discrimination Act 1984 describes sexual harassment as follows:

"A person sexually harasses another person if they make an unwelcome sexual advance, or an unwelcome request for sexual favours, to the person harassed; or engage in other unwelcome conduct of a sexual nature in relation to the person harassed; including making a statement of a sexual nature to a person, or in presence of a person, either orally or in writing, in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the person harassed would be offended, humiliated or intimidated."

Sexual harassment can be manifested in many forms, direct and indirect, subtle and not so subtle. Sexual harassment includes (but is not limited) to the following categories:

- Activity which permeates or paints the Companies working environment with sexual innuendo or jokes.
   Unacceptable behaviour includes poster displays showing women as objects of sexual fantasy, telling sexual suggestive jokes, or making derogatory remarks about women. It can include sending faxes or postcards, displaying or discussing pornography or constantly making comments with double meanings.
- Behaviour which is personally directed. This category includes uninvited physical contact, including touching, patting, stroking, and standing too close, suggestive or over personal remarks about another person's body, appearance and personal life.
- The most severe category of sexual harassment includes uninvited requests for demands from a person for a sexual or social contact, especially with the implication that refusal might adversely affect conditions or opportunity for promotions at work. It can include actual threatened sexual assaults.

As stated above, all forms of sexual harassment are unacceptable in this Company.

We as an organisation are determined that we will do everything possible to ensure that sexual harassment does not occur within Movers and Shakers Business Relocations.

Accordingly, any forms of sexual harassment will not be tolerated under any circumstances. It can make a working environment uncomfortable, hostile or even dangerous. Sexual harassment at work is unlawful sex discrimination under both Federal and State Anti Discrimination Laws. Any employee has the right to bring complaints about sexual harassment to the Sex Discrimination Commissioner, to the Commonwealth Human Rights and Equal Opportunity Commission or the Anti Discrimination Board (NSW). The complaints can be dealt with by confidential conciliation and a judicial hearing if conciliation does not work.

Anybody who makes a complaint of harassment in good faith will be treated with consideration and his or her complaints will be taken seriously and investigated or otherwise dealt with sympathetically and fairly.

Complaints will be attended to promptly and confidentially. They will be investigated impartially and action will be taken to ensure that any misconduct ceases at once. This Company takes very seriously any effort at retribution for or victimisation of a person who has made a complaint. Any person who does so will be very seriously disciplined or dismissed.

If you have a complaint about any form of sexual harassment whatsoever then the Company requests you to contact the Human Resources Department.





## OCCUPATIONAL HEALTH AND SAFETY POLICY

#### **Our Policy**

Movers and Shakers Business Relocations is committed to ensuring the health, safety and welfare at work of all our employees, our contractors and visitors

Resources, which will emphasise the priority that the Company places on occupation health and safety, will be made available to comply with all relevant legislation to ensure the health, safety and welfare of all employees, colleagues and visitors.

As a matter of priority, the Company will address accident prevention and control hazard control

Occupational health and safety is both an individual and shared responsibility of all employees/contractors. The following responsibilities are essential to the success of the policy:

Management is responsible for :

integrating occupational health and safety into all aspects of the workplace; promoting communication and education about occupational health and safety as a normal component of all aspects of work; planning, developing, implementing and monitoring an occupational health and safety program; and taking effective action to provide and maintain a healthy and safe workplace.

Employees/contractors are responsible for :

working in a healthy and safe manner; encouraging others to work in a healthy and safe manner; discouraging others from working in an unsafe manner; co-operating with, supporting and promoting occupational health and safety in the workplace; and reporting or rectifying any unsafe conditions that come to their attention.

The Company has an Occupational Health and Safety committee which will:

meet on a regular basis to review safe workplace practices; and receive and act upon occupational health and safety issues raised by supervisors or employees or contractors.

#### The Occupational Health and Safety Committee

The Occupational Health and Safety committee will ensure that the Company and its employees observe the requirements of the various OHS statutes and that all employees are aware of any changes to legislation as they occur.

The committee will also work closely with the building's supervisor and will ensure that the fire and evacuation procedures are closely monitored.

All employees should be aware that basic office safety includes the prevention of:

- electric shock
- slips, trips and falls
- being hit by a moving or falling object
- eye damage
- strains
- back and shoulder injury through sitting incorrectly.

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## MOVERS AND SHAKERS AND SHAKERS BUSINESS RELOCATIONS EQUAL EMPLOYMENT OPPORTUNITY POLICY

MOVERS AND SHAKERS BUSINESS RELOCATIONS employment policy shall provide for its employees and applicants for employment equality of opportunity regardless of sex, race colour national origin, age, religion or physical or mental handicap, and shall not show partiality or grant any special favours to any employee or group of employees.

It is the intent and desire of the Company that equal employment opportunity will be provided in employment, promotions, wages, benefits, and all other privileges, terms and conditions of employment, including decisions on redundancies, retrenchment and termination.



## MOVERS AND SHAKERS AND SHAKERS BUSINESS RELOCATIONS INJURY MANAGEMENT PROCEDURE

The following procedures are designed for non-emergency situations. In the event of an emergency situation, the procedure will come into effect at the most appropriate stage.

The employee will report the injury immediately to their Supervisor who will:

- Ensure the employee receives appropriate First Aid care
- That the injury and care provided is recorded in the appropriate Register of Injuries Book

Where the employee is unable to return to pre-injury duties or where further medical treatment is required, the Supervisor is to contact the Rehabilitation Co-ordinator.

The Rehabilitation Co-ordinator will liaise with the injured employee and the employee's supervisor to arrange appropriate action. This could include

- Arrangement for the provision of modified or suitable duties for the employee
- Referral of the employee to a local hospital or to his /her treating doctor
- Ensuring all the necessary paperwork is completed and that the employee has the appropriate documentation prior to leaving the workplace

Where indicated, either Procedure 1 or 2 will be followed

#### PROCEDURE 1

## MODIFIED OR SUITABLE DUTIES, OR RETURN TO PRE-INJURY DUTIES (NO TIME LOST)

Review all documents received from the treating doctor

Assist the employee with the documents required under the provision of the NSW Workers Compensation Act 1987

Co-ordinator discussions to develop the most appropriate rehabilitation program for the particular employee

Following the formulation of specific programs, the Co-ordinator will:

- Monitor the progress of the employee
- Ensure that all parties are informed regarding the employees progress throughout the recovery period and subsequent return to pre-injury duties

#### PROCEDURE 2

## REQUIRES TIME OF WORK

Review all documents received from the treating doctor

Assist the employee with the documents required under the provisions of Workers Compensation Act

liaise with the treating doctor under the guidelines of the MOVERS AND SHAKERS BUSINESS RELOCATIONS REHABILITATION POLICY to establish the employee's status and needs

During the period of absence, maintain regular contact with the employee

If there are difficulties appropriate steps will be taken



When the employee is declared fit to return to work PROCEDURE 1 will take effect

During any of the above mentioned procedures the following points must be considered

Where recovery is likely to be prolonged or delayed the Rehabilitation Co-ordinator will initiate referral to

This will be discussed with the employee and the treating doctor

At all times, the employee has the right to seek treatment and/or rehabilitation from his/her own doctor or workcover





## EMPLOYEE DECLARATION

I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THE AGREEMENT AND I ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT OFFERED TO ME BY MOVERS AND SHAKERS BUSINESS RELOCATION PTY LTD AND I AGREE TO ABIDE BY THEM AT ALL TIMES.

DATED THISDAY OF	YEAR
	K ISPAN
	-
NAME OF EMPLOYEE (PLEASE PRINT)	************
NAME OF EMILOTES (I SENIOS I ICANA)	
SIGNATURE OF EMPLOYEE	
SIGNATURE OF EMPLOTEE	
/	40
DIRECTOR OF MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD	
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/	
DIRECTOR OF MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD	



THIS AGREEMENT IS BETWEEN MOVERS AND SHAKERS BUSINESS RELOCATIONS PTY LTD A.C.N. 083 467 038

AND

THE EMPLOYEES OF MOVERS AND SHAKERS BU	ISINESS RELOCATIONS PTY LTD
AND EXECUTED ON THE 30TH DAY	OF APRIL 1999
11/	YEAR
BEFORE MESIGNATURE	JOSEPH KONMARIS JUSTICE OF THE PEACE TITLE
IN THE PRESENCE OF:	
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DIRECTOR	1
DIRECTOR	······································
WITNESS H. A. CLAPKE	Clinton Kerr
WITNESS R. DUROY  BEAVIKULA  WITNESS	M, A: CLARKE
WITNESS	- TSOM CARREAGA.  ADRAVIKNU
WITNESS	Jako V.
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