

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/34

TITLE: **National Staffing Group Enterprise Agreement 2004-2006**

I.R.C. NO: IRC4/5189

DATE APPROVED/COMMENCEMENT: 8 September 2004 / 24 August 2004

TERM: 25

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 4 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by National Staffing Group Pty Ltd, located at 81-83 Station Road, Seven Hills NSW 2147, engaged on, or in connection with traffic control in the State of New South Wales, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

PARTIES: National Staffing Group Pty Ltd -&- The Australian Workers' Union, New South

NATIONAL STAFFING GROUP ENTERPRISE AGREEMENT 2004 - 2006

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1. Title

This agreement shall be known as the National Staffing Group Enterprise Agreement 2004-2006.

2. Parties Bound

This agreement shall be binding on National Staffing Group Pty Ltd ("the company"); The Australian Workers' Union, New South Wales Branch ("AWU" - "the union") and all employees of the company whose employment is relative to Traffic Control.

3. Objectives

The objectives of this agreement are as follows:

- i. To maintain and enhance the efficiency and productivity of the company.
- ii. To provide for increased pay and conditions of employment for employees.
- iii. To engender a co-operative industrial relations environment within the company and between the parties.
- iv. To maintain and improve occupational health and safety standards at all company locations.
- v. To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.
- vi. To meet the requirements and structural changes of principal contractors to whom the contractor tenders to and undertakes work for.

4. Application

This agreement shall apply to all employees of the company engaged on, or in connection with traffic control in the state of New South Wales.

5. Relationship to Parent Award

- i. This agreement is supplementary to and shall be read and interpreted in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award ("the award").
- ii. The terms and conditions of the award are expressly preserved by this agreement as if the same was set out in full herein and shall be binding on the parties during the currency of this agreement. Any increases to allowances and/or improvements in conditions which would benefit employees, introduced by variation to the award, shall also apply.
- iii. Where this agreement is silent in terms of the award; the award shall apply.
- iv. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

6. Period of Operation

This agreement shall come into force from the first full pay period on or after the date on which this agreement is signed by the company and shall remain in force from date of certification until 30th September 2006.

7. Negotiations of a Subsequent Agreement

- i. The parties agree to be available to commence negotiations for a new enterprise agreement to succeed this agreement 3 months before the nominal expiry date.
- ii. The parties intentions are to conclude such negotiations prior to the nominal expiry date of this document.
- iii. Such negotiations shall be conducted between the parties with the negotiated outcome being subject to majority approval by vote of the employees collectively gathered at central venue mutually agreed by the parties.

8. Australian Workplace Agreements (AWA's)

The company agrees not to offer or make Australian Workplace Agreements (AWA's) with employees covered by this agreement, during the life of this document.

9. Application of Project Agreements

It is a term of this agreement that the company, employees and the union signatory to this agreement will not pursue any further claims during its period of operation.

However the parties acknowledge some projects may have site specific agreements which prescribe special conditions. Where such agreements are contractually applicable and or formally certified by the relevant industrial tribunal and the project agreement provides for additional project specific productivity, milestone payment(s) and or benefits, the company shall comply.

10. Classification Structure, Rates of Pay and Increases

This agreement provides for all employees to be classified at CW2 of the parent award. Higher classifications will occur only after consultation between the parties. Employee(s) carrying out mixed functions of a higher classification for more than two hours per day will be paid the appropriate rate for the complete day.

Leading hands will receive allowances at least in accord with the Award.

Traffic controller trainees - Employees with no proven industry experience - (a limit of one (1) trainee to each site) has been agreed between the parties; the time frame for such employee(s) is limited to three (3) months in each instance.

This agreement provides for wage increases as contained in Appendix A. All expense related allowances not specifically mentioned in this agreement that would be paid as per the dictates of the award as varied from time to time will have application.

11. Fares and Travelling Allowance

Employees of the company will be paid in addition to the wage rates prescribed in this agreement a daily fares and travel allowance of \$16.00 per day, if required to report to site via their own mode of transport.

Where the company provides, or offers to provide transport to the site, an allowance of \$6.00 per day will be payable. Employees, picked up at a point other than the company depot, with the exception of a driver of a company vehicle will not receive the allowance.

Once an employee has travelled more than 100 kilometres to his/her site in his/her own vehicle, he/she is entitled to \$0.50 (fifty cents) per kilometre for the excess kilometres travelled. If transport is supplied by the employer, employees will receive ordinary rates of pay for travelling time in 15 minute increments

The driver(s) of company utility(s) with the right of limited private use of such utility(s) will have no right to remuneration via this clause. Remuneration will commence when such employee(s) arrive on site.

Driver(s) of company vehicle(s) will be deemed to be working at all time so occupied and will be paid accordingly.

Employees who have reported to the company's depot to start work will be paid ordinary time for all time spent travelling.

Definition of "site" is any other location other than company's depot.

12. Superannuation

The company will pay a minimum superannuation contribution as per the Superannuation Guarantee Levy, currently nine per cent (9%) and agrees to pay all increases pursuant to Federal law.

The company will, prior to commencement of employment, ensure that a prospective employee is a member of, or will make arrangement to enrol the prospective employee in an "approved scheme"; C+BUS and the APS schemes are both classified as "approved" schemes.

All superannuation contributions will accrue weekly, and be paid monthly as required by a Trust Deed and the Award. The company agrees to facilitate additional employee contributions.

The employee(s) and the company herein authorises the union should a breach be suspected to access C+BUS or APS Fund records to ensure all obligations in respect of payment(s) for employee(s), have been complied with subject to prevailing "privacy legislation".

Superannuation contributions will include regular allowances such as the fares and travel allowance component of employee's earnings.

13. Clothing

The company agrees to supply all personal protective/safety equipment required by employees. After 152 hours of employment, employees will receive the following:

A company supplied uniform (see Appendix B);

The company may ask for a security deposit of no more than \$250 providing the uniform is provided on engagement, such sum shall be reimbursed on return of all uniforms and equipment.

14. Personal Carers Leave

1. Use of sick leave

- a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this sub-clause, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlements provided for in clause 18 of the award. Sick leave used for such absence(s) to provide care and support for reliant persons when they are ill. Such leave may be taken for part of a single day.
- b. The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- c. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - i. The employee being responsible for the care of the person concerned, and
 - ii. The person concerned being:
 - a. A spouse of the employee, or
 - b. A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - c. A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or

- d. A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
 - e. A relative of the employee who is a member of the same household where, for the purpose of this sub-paragraph:
 - 1. "Relative" means a person related by blood marriage or affinity;
 - 2. "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 3. "Household" means a family group living in the same domestic dwelling.
 - d. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 2. Unpaid leave for family purpose
 - a. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-paragraph (ii) or paragraph (c) of sub-clause (1) who is ill.
- 3. Annual leave
 - a. An employee may elect, with the consent of the employer subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods of part thereof, in any calendar year at a time or times agreed by the parties.
 - b. Access to annual leave, as prescribed in paragraph (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - c. An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 4. Time off in lieu of payment for overtime
 - a. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - b. Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate.
 - c. If, having elected to take time as leave in accordance with paragraph (a) of this sub-clause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - d. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- 5. Make-up time
 - a. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

- b. An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.
6. Rostered days off
- a. An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - b. An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - c. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - d. This sub-clause is subject to the employer informing each union which is both party to the award and which has member employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

15. Crib/Meal Allowance

If the employee works an additional 1.5 hours overtime beyond ordinary hours, he/she will be eligible for a \$15.00 meal allowance (inclusive of the "crib" provisions - see award). All other crib time shall be kept and paid in accordance with the Award. Travel time will not be included in the calculation for this clause as only actual hours worked are to be considered. This provision has no application for Employees supplied with full living away of accommodation with all meals provided by the employer.

16. Long Service Leave

Prior to any employee commencing employment, the company will afford registration of the employee with the Building and Construction Industry Portable Long Service Corporation for admission to the "Scheme". The company will strictly comply with all requirements and time frames of the Building and Construction Long Service Payments Act and in particular will issue "certificates of service" annually with all relevant details including the employee's registration number.

17. Register of Employees

The company will maintain and provide on request, to the Secretary Australian Workers Union (Greater New South Wales Branch) or his/her nominee, a register containing the name, classification, date of commencement, date of birth, C+BUS/APS, LSL and union number of all employees covered by this agreement should the secretary/nominee suspect that a breach has been incurred by the employer. Nothing in this clause will be contrary to law.

18. Minimum Engagement

Any employee including casuals instructed to report to work, including Saturdays, Sundays and Public Holidays and work ceases due to any reason, or a not required to start instruction is given by an authorised company representative after reporting to the site or depot, such employee will be paid a minimum of four hours pay at the rate(s) defined for that day.

19. Picnic Day

Consistent with the terms of the award, the company may request from an employee proof of picnic day attendance, i.e. current union membership card is regarded as proof. No work shall be scheduled on the first Monday of December each year, which is the Annual Building and Construction Industry Picnic Day or another day if agreed by the union.

Casuals who have been engaged for more than three (3) months are entitled to payment for Picnic Day.

In the case of an emergency, or due to the principal contractors' requirements, union members will receive the rate of double time and a half for working on that day.

20. Occupational Health and Safety/First Aid Training

The parties to this agreement are committed to:

The safe operation of plant and equipment,

The observance of safe working practices,

The correct and proper use of all personal protective equipment (to be provided by the employer), and

To the safety and good health of all employees and the public.

The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

To comply with all current codes of practice, regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement. As well as compliance with the company's obligations under the Occupational Health and Safety Act 2000, Regulation 2001, as amended.

Where applicable and agreed employees will attend training for all relevant OH&S codes of practice; attendance at such "training" will be regarded as time worked.

Employees elected to safety committee(s) will be required to attend a WorkCover approved safety committee/representative training course (Section 31 - Occupational Health & Safety Regulation 2001) as soon as practicable or within one month of being elected to such position.

All employees of the company will complete the accredited WorkCover Authority induction ("Green Card") by an authorised provider and a site-specific OH&S induction programme.

All employees will have access to quality amenities to the standard not less than the provisions required by WorkCover codes of practice/regulations.

Employees shall be afforded the opportunity to enroll in appropriate first aid training courses. The aim of the company is to have a minimum of 25% of employees complete relevant first aid training during the life of this agreement.

21. Workers' Compensation and Rehabilitation

The company agrees to the implementation of an agreed workers' compensation and rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers' compensation during the first 26 weeks of any injury.

If an injured employee is dismissed because he/she is not fit for employment as a result of an injury, and within a period of 2 years becomes fit to do the same job he/she was previously performing for the company, and the employee requests to be re-employed in that position, then as the first vacancy comes available the company will reinstate/re-employ the said employee.

The parties agree that the person responsible for the management of rehabilitation within the company must be adequately trained to undertake the task. If such a person is not available within the company, then the services of an agreed industry specific rehabilitation coordination provider/service will be utilised.

The company will ensure that all persons engaged to work are covered by workers compensation insurance with the estimated wages on a policy commensurate with the actual wages of the company and number of employees.

The company and their employees will comply with the *Workers Compensation Act 2000* and Regulation following the correct steps in lodgement of Claims to ensure that payment to workers is expedited within a five working day cycle of incident ensuring employees are not disadvantaged.

22. Medical Checks

The company has the right to request an employee to undergo a medical examination before commencement of employment. All costs of such examination will be paid by the company.

23. Disciplinary Procedures/Termination of Employment

The company reserves the right to dismiss employees for wilful misconduct or abandonment of employment. For minor "breaches" (safety and procedural), the company agrees to formally counsel the effected employee with a view to improving those deficiencies and performance. The employee can request a union official to be present at such counselling sessions. The company also reserves the right to dismiss employees after the issue of one written warnings.

24. Dispute Settlement Procedure

There will be a genuine effort by all parties to resolve grievances of employees in a conciliatory fashion without recourse to stoppages of work.

Outlined herein are principles and procedures that will regulate the resolution of grievances and industrial disputes:

- i. Disputes on any work related grievance or industrial matter shall be dealt with as close to its source as possible.
- ii. An employee or the union delegate/official shall initially submit any work-related grievances and or industrial matters to the on-site company foreperson, supervisor or other appropriate site representative.
- iii. If the issue remains unresolved the employee or union delegate/official may then submit the issue to the appropriate senior management person.
- iv. If the dispute or grievance has the potential to cause disputation or dislocation to the work of employees of a different company working on the same site where applicable, appropriate management with the principle contractor will be notified.
- v. If the issue remains unresolved the matter may be referred to an executive official of the union for direct discussion with senior management of the company and or principle contractor.
- vi. Whilst the above procedures are being followed, work shall continually normally.
- vii. Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48-hour cooling off period.
- viii. After the cooling off period the union and the company shall be free to exercise their respective rights. The issue in dispute shall be treated as if it is a "proposed agreement" and all parties shall be bound by the said provisions accordingly.

Each party will ensure each step of the above procedure is followed within reasonable time frames.

This dispute settlement procedure does not apply to health and safety issues.

25. Occupational Health and Safety Resolution Procedures

- i. The parties to this agreement recognise the importance of occupational health and safety and will co-operate to ensure that standards are maintained and enhanced.
- ii. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- iii. No person shall dismiss a safety complaint. Any complaint shall be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:
 - a. Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer and/or the workers' safety representative.
 - b. The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
 - c. Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
 - d. While there is disagreement on the ruling of the company safety officer, he/she will arrange for the immediate transfer of all employees from the disputed area.
 - e. Should the company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees, an appropriate inspector from WorkCover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
 - f. If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- iv. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.
- v. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
- vi. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

26. Consultative Committee

The parties to this agreement recognise that consultation and employee involvement are essential to improved industrial relations and company performance. The workforce shall be fully informed and be given maximum opportunity for input into decision-making. Appropriate consultative mechanisms shall be established within the company and where agreed on major projects.

A Joint Consultative Committee (JCC) may be established in companies with over twenty (20) employees. The role of this committee will be, but not limited to the following:

The monitoring of the implementation and on going operation of this agreement, and to seek remedies where the objectives of the agreement are not being met;

The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;

The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and

The maintenance of effective compliance with the dispute settlement procedures of this agreement by all parties.

The committee shall consist of equal representation of both the employees and the company, and shall not be less than four members in total.

The committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.

Employee representatives will be allowed reasonable time during working hours to prepare and/or report the outcome of meetings.

The committee will attempt to meet (at least) bi-monthly during the life of this agreement and will be jointly chaired by a representative of the company and a nominated representative of the employees.

The Secretary of the Union or nominee will be welcome to attend meetings of the consultative committee.

27. Trade Union Rights and Representation

An employee elected as a union delegate shall upon notification by the union to the company be recognised as the accredited representative of the union. The delegate will be allowed all time during working hours to submit to the company matters affecting employees.

A delegate will be given access on site, to a telephone and administrative facilities necessary for the performance of his/her duties.

To assist with the monitoring of this agreement and to facilitate communication and representation the company agrees to an annual meeting of up to 2 hours duration such meeting will be a paid meeting of employees in each twelve-month period during the life of the agreement the said meeting will be held at a mutually agreed time and venue. No work will be scheduled during such meeting(s). Additional meeting(s) may be convened for employees at any time providing the arrangement is subject to mutual consent between the parties.

The company agrees to facilitate the deduction of union fees from employees upon receiving authorisation from employee(s).

At the onset of renegotiations for a new agreement (three months prior to the expiry of this agreement) employees or their representative(s)/delegate(s) will be eligible to attend a convened union meeting during ordinary hours with pay, providing such meeting is at a mutually agreed time and venue. The purpose of such meeting will discuss claims that may be applicable to the next negotiated enterprise agreement. No work will be scheduled during such meetings.

28. Right of Entry

Accredited union officials shall have right of entry to any place or any premises where the company is undertaking work for the purpose of interviewing employees, checking on breaches or suspected breaches in wage rates, award/agreement, or safety conditions. Such accredited representatives of the union will be required to give due notice before exercising his/her right of entry. Upon arrival on site the accredited union representative(s) will notify appropriate company personnel available of their presence and the purpose of the visit. Nothing in this clause will be contrary to law.

29. Initiatives for Improving Productivity

EFT - it is agreed that the company is authorised to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a bank account(s) for the purposes of weekly payment of wages or fortnightly by agreement with the Union.

Spread of Hours and Shiftwork - The spread of hours during which ordinary time (8 hours per day) Monday to Friday is applicable is extended beyond its current award scope to 6:00am to 6:00pm (5:00am start during

daylight savings) with a maximum of 38 ordinary hours, with weekly employees accruing 2 hours towards an RDO.

All Shift work of less than five (5) consecutive shifts, broken shifts (unless the employee occasions the break) are to be paid at overtime rates in accordance with the Award.

RDO Flexibilities - It is a term of this agreement that the company will be afforded increased flexibility of rostered days off (RDO's) in recognition of the fact that the principal contractors for which the company works are covered by differing parent awards. There will be no penalty for working on construction industry RDO's. Only weekly employees can accumulate RDO's

30. Employee Awareness

All current employees will be given a copy of this enterprise agreement with any further employees receiving a copy on commencement.

31. Annual Leave

Permanent employees will be entitled to four weeks Annual Leave after twelve months service with the Company as per clauses 20 and 21 of the Award. Rates of pay for "Casual Employees" are inclusive of Annual Leave entitlements.

32. No Extra Claims

The employees of the company and union agree not to pursue any further claims against the company during the life of this agreement except where consistent with this agreement.

33. No Disadvantage

Arising from the implementation of this agreement no employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

34. Redundancy

The Company shall make a payment of \$40.00 per week of service for each employee into the Australian Construction Industry Redundancy Trust (ACIRT). This clause does not apply to casuals and these provisions exist in lieu of the Award conditions.

35. Contracts of Employment

Weekly employees as defined in the award, receive preference to overtime before casuals.

Daily hire is no longer available.

Casual employee will work only 7.6 ordinary hours per day, with a minimum engagement period of four (4) hours. If casual works more than 1500 ordinary's hours in a 12 month period he/she must be offered weekly employment in writing; the employee will have the availability to accept or reject such offer; the reply to such offer must also be in writing.

Casual employee(s) will receive a 20% loading to compensate for not receiving remuneration for public holidays, sick leave, redundancy, annual leave, annual leave loading and wet weather compensation whilst working ordinary hours. All time worked in excess of 7.6 hours (Monday-Friday) will be paid at overtime rates.

36. Anti Discrimination

- i. It is the intention of the parties bound by this agreement to seek to achieve the objectives of section 3(f) of the *Industrial Relations Act* 1996 (NSW) that is to prevent and eliminate discrimination in the

workplace on the basis of race, sex, marital status, disability, homosexuality, transgender identity, age and those responsibilities associated with acting as a carer.

- ii. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award/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 award/agreement which by its terms or operation has a direct or indirect discriminatory effect.
- iii. The *Anti-Discrimination Act 1977 (NSW)* directs that it is unlawful to victimise any employee because that employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv. 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 before mentioned "act".
 - d. A party to this award/agreement is prohibited from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- v. 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.

37. Signatures of the Parties

Director National Staffing Group Pty Ltd	24/8/04 Date
Secretary Australian Workers Union Greater Nsw Branch	24/8/04 Date

APPENDIX A

WAGE RATES

CW2	On signing	1st October 2004	1st October 2005	1st September 2006
Weekly (Per Hour)	\$15.00	\$15.50	\$16.00	\$16.50
Casuals	\$18.00	\$18.60	\$19.20	\$19.80
Trainee Weekly	\$14.00	\$14.50	\$15.00	\$15.50
Trainee Casual	\$16.80	\$17.40	\$18.00	\$18.60

Important notes

These rates are in lieu of and inclusive of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed by the Award.

All overtime is to be calculated on the weekly/hourly rate, including casuals.

Shifts that start after 6.00 pm (5 continuous) are paid at time and one half of ordinary hours.

This shift is to be known as "Night Shift".

Shifts that finish before midnight (5 continuous) are paid at time and one quarter of ordinary hours. This shift is to be known as "Afternoon Shift".

Note:

Unless shift work is of five (5) continuous arrangements (unless a "break" is occasioned by the employee) such time is to be consider to be paid time at the rate prevailing for that shift.

APPENDIX B

SAFETY APPAREL

The company agrees to supply any safety equipment required by employees, in accordance with occupational health and safety requirements.

1. On commencement, safety vests with retro-reflective tape attached to the torso area of the garment will be a compulsory issue to each new starter
2. After twenty working days of employment, employees will receive a company supplied uniform.

It is the employees responsibility to maintain issued safety apparel in a clean and tidy condition and to wear same on all job sites.

Employees who terminate their employment with the employer within three months of commencement or issue of safety apparel (other than wet weather equipment and protective jacket), will be required to return all issued items. The employee will reimburse the employer for any unreturned items, by way of payroll deduction from their termination pay. Deductions for items not returned will be calculated on the following scale:

The first month of issue	100 percent
The second month of issue	66 percent
The third month of issue	33 percent
After the third month of issue	NIL

Employees who terminate their employment with the employer within 12 months of issue of wet weather gear and/or protective jacket will be required to return all issued items. The employee will reimburse the employer for any items not returned by way of payroll deduction from their termination pay.