

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/126

TITLE: Able Placements - NUW (NSW) Agreement 1998

I.R.C. NO: 99/1046

DATE APPROVED/COMMENCEMENT: 26 March 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all persons engaged at any site that has Union coverage where the company has provided labour

PARTIES: Able Placements Pty Ltd -&- National Union of Workers, New South Wales Branch



ABLE PLACEMENTS -

NUW (NSW) AGREEMENT 1998

1. TITLE

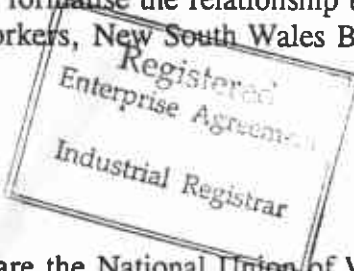
This Agreement shall be known as the Able Placements - NUW (NSW) Agreement 1998.

2. PREAMBLE

The Agreement is designed to formalise the relationship between Able Placements and the National Union of Workers, New South Wales Branch.

3. PARTIES BOUND

The parties to this agreement are the National Union of Workers, New South Wales Branch and Able Placements.



4. DEFINITIONS

"Award" means an Award (of the Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission) or Enterprise Agreement to which the union is party, which covers members of the union engaged at any NUW site to which the company wishes to provide labour. Provided that, the employees so placed by the company, will be engaged in an occupation, industry or calling contained in the incidence clause of that Award. A non-exhaustive list of relevant Awards, as herein defined, is provided at Appendix A.

"Company", means Able Placements.

"NUW Site" means a workplace where the union has coverage.

"Union" means Nation Union of Workers, New South Wales Branch.

5. CONDITIONS OF EMPLOYMENT

All employees provided by the company to an NUW site shall be entitled to the minimum conditions of employment for the classification required by the client specified in the appropriate Award and to comply with all other terms of the appropriate Award.

To avoid uncertainty, the company agrees to pay employees the site rate of pay, plus relevant loadings as specified in the appropriate Award.

6. TRAINING

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of Able Placements a commitment to training and skilled development is required. Accordingly, the parties commit themselves to:-

- (a) Developing a more highly skilled and flexible workforce that is essential to the client's needs.
- (b) Providing employees with career opportunities through access to appropriate training to acquire the additional skills as required by Able Placements.
- (c) Where appropriate, utilise industry traineeship programs to provide genuine career prospects for people in the industry.

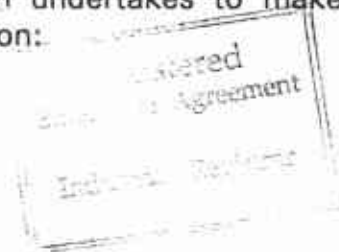
7. WORK CLOTHES

The Company shall pay a clothing allowance of \$5.00 a week to employees. This amount shall be reviewed annually by the parties.

8. PROVISION OF INFORMATION

Upon request from the company, the union undertakes to make best endeavours to provide the following information:

- (a) Whether a site is an NUW site.
- (b) The existing site rates and conditions.
- (c) The appropriate Award coverage.



9. UNION MEMBERSHIP

- (a) The Company shall recommend to all employees who are provided to NUW sites that they become, and remain, financial members of the union.

- (b) All employees shall be given an application form to join the union at the point of recruitment.
- (c) The company undertakes upon authorisation to deduct union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable reconciliation and crediting of subscription to members' accounts.

10. AREA, INCIDENCE AND DURATION

- (a) This agreement shall operate from the date *approved by the Industrial Relations Commission of NSW* and shall continue to operate for a period of two years and thereafter until rescinded or replaced.
- (b) This Agreement applies to all employees of the employer, whether permanent or casual, performing work that falls within the coverage of an Award as defined in Clause 4, within the State of New South Wales.

11. SUPERANNUATION

Contributions, in line with the Superannuation Guarantee Act, shall be made. All employees shall have the right to choose their fund, including LUCRF, provided that once they have made a choice, they cannot change funds for the duration of this Agreement.

12. SAVINGS

No employee shall suffer any reduction in wages and/or conditions as a result of the making of this agreement.



13. EMPLOYEE COUNSELLING PROCEDURE

- (a) The company and the employees agree that the following discipline procedure will be followed in the event that such action is necessary due to a breach or breaches of conditions of employment and/or company policy. This procedure shall not replace the right of the company to summarily dismiss an employee where such action is warranted.
- (b) **PROCEDURE**
Stage 1

The employee is counselled by the appropriate person in an

informal way and the agreement of the employee is sought to correct or modify their behaviour. A note should be made of the counselling. The employee's behaviour should be discussed in an informal, friendly way, emphasising how well the employee has performed and co-operated in the past, but at the same time, pointing out the employee's obligation to abide by the rules.

Stage 2

The employee is counselled but in a much firmer fashion and an attempt is made to correct the behaviour. The employee is informed that such misconduct could lead ultimately to dismissal. This is an oral warning stage and it should be made clear to the employee that such a warning has been issued and is recorded in the employee's personal file. The warning should be given in the presence of a witness or the employee's union delegate.

Stage 3

The employee is given a formal warning and the employee, in the presence of a witness or the union delegate, is informed that a repetition of the misconduct will lead to termination of employment. A copy of the warning should be kept in the employee's personal file, for three months for the first instance and six months for the second instance.

14. OCCUPATIONAL HEALTH AND SAFETY

Able Placements' policy in the area of Occupational Health and Safety is an important part of its commitment to providing all clients with a high quality, efficient and cost effective service.

Able Placements considers that having a safe working environment is essential, and accordingly, its policy is, that as far as is reasonable and practicable, all employees of Able Placements' Work Force will conduct themselves in such a manner that the safety of everyone with whom they work is enhanced by their presence. To achieve this, Able Placements' Policy is to use compliance with the applicable Occupational Health and Safety Laws, not just as a matter of legal obligation, but as a guide to achieving a better and safer work place.

The company undertakes to provide full-time O.H.& S. supervision. This supervision will identify unsafe work practices/environments within client operations along with any other supervision.

Able will provide ongoing training on Occupational Health and Safety to

all employees.

New employees will receive a thorough O.H.&S. induction prior to commencement of any work.

15. CERTIFICATION OF SERVICE

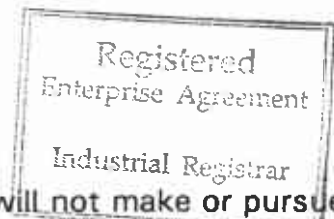
A Certificate of Service will be provided by Able Placements at the request of a terminating employee specifying the period of employment and the classification level of work performed by the employee.

16. DISTRIBUTION AND INTRODUCTION OF THIS AGREEMENT

The National Union of Workers and Able Placements will ensure that all Union Officials and Shop Stewards are made aware of the existence and provisions of this Agreement and that all shall be provided with a copy of the Agreement.

17. NO EXTRA CLAIMS COMMITMENT

The parties to the Agreement undertake that they will not make or pursue any claims during the life of the Agreement outside State Wage Cases, National, State or Site Agreements negotiated by the union.



18. DISPUTES PROCEDURE

- (a) Any dispute arising out of employment shall be referred by the Shop Steward or an individual employee to the Company representative appointed for this purpose.
- (b) Failing settlement at this level between the Company and the Shop Steward on the job, the Shop Steward shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the Union Organiser to settle the matter but failing settlement the Union organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

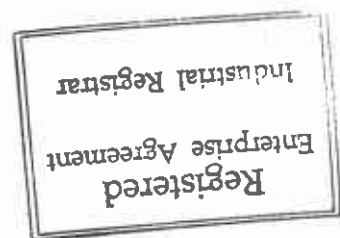
- (c) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing

immediately prior to the dispute or the matter giving rise to the dispute.

- (d) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

19. BASIS OF AGREEMENT

This Agreement was not entered into under duress by any part to it.



SIGNED:



.....
NATIONAL UNION OF WORKERS,
NEW SOUTH WALES BRANCH

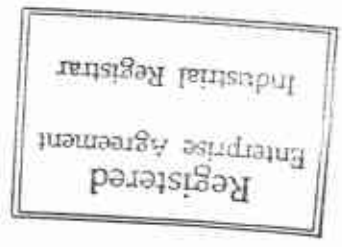
DATE: 16.12.98

SIGNED:



.....
ABLE PLACEMENTS

DATE: 10 December 1998

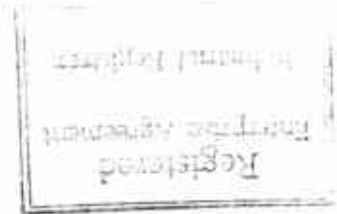


APPENDIX "A"

(List of "Awards" (not exhaustive) as defined in Clause 4)

AWARDS OF THE INDUSTRIAL RELATIONS COMMISSION OF NSW

- * Storemen & Packers General (State) Award
- * Storemen & Packers Bond & Free Stores (State) Award
- * Storemen & Packers Wholesale Drug Stores (State) Award
- * Rubber Workers (State) Award
- * Pet Food Manufacturers (State) Award
- * Biscuit & Cake Makers (State) Award
- * Grocery Products Manufacturing (State) Award
- * Starch Manufacturers &c. (State) Award
- * Pastry Cooks &c. (State) Award
- * Pastry Cooks (Specified Wholesalers) Award
- * Advertising Sales representatives (State) Award
- * Commercial Travellers &c. (State) Award
- * Animal Food Makers &c. (State) Award



AWARDS OF THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

- * Rubber, Plastic & Cablemaking Industry - General Award 1996
- * Storage Services Materials Handling Award 1996
- * Metal, Engineering & Associated Industries Award 1998
- * Market Research Industry Award 1990
- * Storage Services Steel distributing Award 1996
- * Storage Services Australian Capital Territory - National Union of Workers - Award 1998
- * Storage Services Bulk Liquid Terminals Award 1996
- * Rubber, Plastic & Cable Making Industry - Rubber, Plastic, Adhesive Tape, Abrasive and Coated Materials Award 1990
- * Milling Industry Award 1990
- * National Skin, Hide & Wool Stores (NUW) Award 1994
- * Storage Services General Award 1999
- * Storemen & Packers (Wool Selling Brokers) Award 1990
- * Storage Services Warehousing Award 1996
- * Business Equipment Industry (Technical Service) Award 1978
- * Vehicle Industry - Repair, Services and Retail - Award 1983
- * Brushmaking Industry Consolidated Award 1979
- * International Duty Free Stores Award 1980

ENTERPRISE AGREEMENTS (examples only)

- * Totalflow Logistic Services Enterprise Agreement 1998
- * A.E. Baker (Warehouse) Enterprise Agreement 1998
- * Franklins Limited Ingleburn Warehouse Enterprise Agreement 1998
- * Linfox-NUW (NSW Branch) Smith's Snackfood Company Contract - Rydalmere - (Warehouse and Distribution Employees Agreement 1999)