

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/217

TITLE: IPA Personnel NSW (NUW) Enterprise Agreement

I.R.C. NO: IRC3/5111

DATE APPROVED/COMMENCEMENT: 22 September 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees engaged at the Bonds Distribution Centre located at 46 Airs St, Minto NSW, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: IPA Personnel Pty Ltd -&- the National Union of Workers, New South Wales Branch

IPA PERSONNEL NSW (NUW) ENTERPRISE AGREEMENT 2003 - 2006

BETWEEN

NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH

AND

IPA PERSONNEL PTY LTD

1. Title

This agreement shall be referred to as the IPA Personnel NSW (NUW) Enterprise Agreement 2003 - 2006.

2. Arrangement

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3. Preamble

The parties understand that the purpose of this agreement is to provide for the reflection of certain core conditions of the Client in the provision of on-hired employee services and is not an agreement for the establishment of Company specific rates and conditions.

4. Definitions

4.1 In this Enterprise Agreement:

- (1) "Agreement" means an enterprise agreement made under the *Industrial Relations Act 1996* (NSW) or a certified agreement or an Australian Workplace Agreement made under the *Workplace Relations Act 1996* (Cth);
- (2) "Award" means an award of the Commission or the Australian Industrial Relations Commission (within the scope of which the Union may cover employees) that applies to a workplace or site of a Client at which an Employee is working which would otherwise apply if the Employee was an employee of that Client;

- (3) "Client" means the Bonds Distribution Centre located at 46 Airds Street, Minto in New South Wales;
- (4) "Commission" means the Industrial Relations Commission of New South Wales;
- (5) "Company" means IPA Personnel Pty Ltd, Level 20, 60 City Road, Melbourne;
- (6) "Employee(s)" means an employee of the Company who is a member of the Union or eligible to be a member of the Union and engaged to perform work at the Client's workplace or site;
- (7) "Union" means the National Union of Workers', New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142.

5. Parties

The parties to this Enterprise Agreement are the Company and the Union.

6. Terms and Conditions of Employment

- 6.1 Employees, whilst working at Bonds Distribution Centre, Minto (the client), will be paid in accordance with the Terms and Conditions of employment applicable to the employees employed at the client's workplace or site. This includes classifications, hourly rates of pay, formal allowances, hours of work provisions and hours of work penalties provided under the applicable enterprise agreement, titled Bonds Industries Ltd. (Minto) and Ancillary Warehouses Agreement 2001, any successor agreement, and/or the applicable Award.
- 6.2 In relation to all terms and conditions of employment not specified in sub-clause (i) above, the relevant award shall apply.

7. Area, Incidence and Duration

- 7.1 This Agreement is binding on the Company, the Union and the Employees of the Company.
- 7.2 This Agreement shall operate from the date of certification by the Commission and remain in force for a period of three years.
- 7.3 This agreement applies to work being performed at the Bonds Distribution Centre located at 46 Airds Street, Minto in New South Wales so long as it can be established by the Union that the Union has members engaged as employees of the client and the company's employees will be undertaking the same or substantially similar work.

8. Anti-Discrimination

- 8.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

- 8.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); and
 - (4) a party to this Consent Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

9. Superannuation

The Company will make superannuation contributions on behalf of Employees into the Labour Union Co-operative Retirement Fund or a specified Company fund.

Superannuation contributions will be calculated at the percentage rate prescribed in the '*Superannuation Guarantee (Administration) Act 1992*.' This rate shall be applied to the base rate of pay for each ordinary hour worked.

To avoid any confusion, the calculation of superannuation contributions shall exclude:

- (a) any hours worked in excess of the number of ordinary hours provided for under this agreement; and
- (b) any overtime payment (including weekend overtime), overtime penalty rate, weekend penalty rate, public holiday penalty rate or any other form of payment or penalty rate for hours worked in excess of the number of ordinary hours; and
- (c) any overtime payment, overtime penalty rate, public holiday penalty rate or any other form of payment or penalty rate upon hours worked within the number of ordinary hours provided for under this agreement.

10. No Extra Claims

The parties to this Agreement agree that they will make no extra claims for the duration of this Agreement.

Furthermore,

the employees will not pursue any extra wage claims, whether award or over-award;

the employees will not seek any changes to conditions of employment;

the agreement will cover all matters or claims regarding the employment of the employees;

11. Settlement of Disputes

- 11.1 In the event of a dispute or grievance arising between the parties, the parties shall endeavor to resolve the dispute in accordance with the following 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; and
- (d) at any time, either party shall have the right to notify the dispute to Industrial Registrar of the Commission.

11. Certificate of Service

A certificate of service will be provided by the Company at the request of a terminating Employee specifying the period of employment and the classification level of work performed by the Employee.

12. Deduction of Union Dues

- 12.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:
- (a) the Employee has authorised the Company to make such deductions in accordance with sub-clause 12.2 herein;
 - (b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee.
- 12.2 The Employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.
- 12.3 Monies so deducted from Employees' pay shall be remitted to the Union on a monthly basis, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees' membership accounts, provided that where the Company has elected to remit on a monthly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 12.4 Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause

taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to commence or continue.

- 12.5 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted weekly. The Union shall give the Company a minimum of two months' notice of any such change.
- 12.6 An Employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 12.7 Where an Employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

13. Signatories

On Behalf of the National Union of Workers NSW Branch

Date

On Behalf of the IPA Personnel Pty Ltd

Date