

## JHA COLLECTIVE AGREEMENT (2009)

**1. Arrangement**

This agreement is arranged as follows:

<u>Clause No</u>	<u>Subject</u>
1.	Arrangement
2.	Introduction & Intent
3.	Definitions
4.	Parties Bound to this Agreement
5.	Duration of Agreement
6.	The Employee
7.	Pay Structure & Wage
8.	Working Conditions
9.	Leave and Public Holidays
10.	Termination & Redundancy
11.	Discipline
12.	Payment of Wages
13.	Occupational Health & Safety and Environment.
14.	Dispute Resolution Procedure
15.	Plant Tools & Equipment
16.	Uniforms & Protective Clothing
17.	Mobile Telephones
18.	Accreditation
19.	Anti Discrimination
20.	Flexibility Provisions

**2. Introduction & Intent**

The basis of this agreement is the need to achieve a harmonious working arrangement.

The employer and employee acknowledge that the nature of the industry and the ability to provide ongoing casual employment depends upon the flexibility of both the employer and the employees. The rates of pay have been calculated so as to provide rate which is fair and equitable when compared against industry standards for the type of work being performed from time to time.

The employee recognises that ongoing work is dependant upon client demand. The employer will endeavour to provide ongoing casual work, however both parties recognise that this may from time to time determine the actual rate of pay applicable to the nature of the work being performed at the time and the ability of the employer to offer continuity of work.

The employee further acknowledges that at all times they are a casual hourly employee of JHA Recruitment and Staff @ Work Pty. Ltd despite the length of the assignment or employment and unless otherwise advised in writing shall not consider themselves to be an employee of the client (host employer) despite the length of the assignment.

**3. Definitions**

For the purposes of this agreement:

- Agreement means the Collective agreement
- Award means the relevant industrial award and or agreement applicable to the type of work being carried out by the employee, and applicable to the majority of employees performing similar work at that worksite.
- Employer shall mean at all times JHA Recruitment and Staff @ Work Pty. Ltd.

**4. Parties bound to this Agreement**

The parties to this Agreement are:

- 4.1 JHA RECRUITMENT & STAFF @ WORK PTY LTD ABN 77 100 120 474 and  
 4.2 All employees employed by JHA Recruitment & Staff @ Work (“You” or “the Employees”)

Both parties to this agreement recognize that the spirit and intention to this agreement is to build a mature, strong and flexible work relationship based on fairness, respect and trust.

**5. Duration of the Agreement**

- 5.1.1 This Agreement replaces all previous agreements between the parties and shall take effect from the Lodgement date and shall remain in operation for a period of 5 years from the Lodgement Date (the “Nominal Expiry Date”)  
 5.1.2 Shall be binding on JHA Recruitment & Staff @ Work and all of the employees defined in clause 4.2

**6. The Employee**

The employee shall be classified in accordance with his/her experience, skills, and duties being performed and actual performance.

The employee will be required to carry out all tasks assigned to him/her to Company standards with due regard to the employee's level of competency.

The employee will be initially employed on assignment to a host employer as agreed between the employer and employee, but there might be times when the employee may be required to work within other areas or locations as required by the employer from time to time. This requirement is designed to provide ongoing employment as far as is possible given the nature of the employers industry. The employee acknowledges that their employment is casual by nature and dependant upon the requirements of the clientele of the employer, therefore employees will be notified at the end of each day if they are required for work the following day.

**7. Pay Structure and Wage**

It is the intention of the employer to pay all employees a fair and equitable rate for the time so worked. On the basis that the classification and duties undertaken may vary from assignment to assignment, the employer undertakes to apply the basic wage rate applicable to the

relevant industrial instrument, in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer. Should another industrial agreement, Award, Enterprise Agreement, Certified Agreement and/or site conditions apply to the particular worksite where the employee is assigned JHA will pay to the employee during the period of assignment, the higher rate of the award or industrial instrument applying at that time to the host employer.

It is acknowledged by the employee that such rates shall be dependant upon the location and nature of the duties required of him/her and consequently may change from day to day where applicable.

In addition to the hourly rate that is paid, the employer shall pay to you the relevant casual loading, annual leave entitlement and penalties and allowances that are applicable having regard for the specific duties you are performing at the time. These penalties and allowances will, as applicable, include relevant loadings or penalty payments for work such as shift work, night work, work on weekends, work on public holidays, overtime payments, meal allowance, travel allowance and other allowances applicable to classification and duties undertaken for each specific assignment.

Should the employee be required to undertake work which requires the employee to be away from their normal home overnight, the employee shall in addition to their normal hourly rate be paid a living away from home allowance, such allowance shall be consistent with the relevant reference instrument at that time.

So as to make it clear, an employee employed under the provisions of this agreement shall be paid as a minimum all monetary entitlements due under the relevant award, or where a host employer is bound by other than an award (ie. Certified Agreement, Enterprise Agreement etc.), and that agreement provides for higher rates then the relevant agreement shall be used as the basis for payment. An employee shall not be entitled to the provisions of both instruments but whichever provides the higher earning capacity for the employee.

## **7.2 Superannuation**

Superannuation contributions will be made by the employer at the rates prescribed by the Superannuation Guarantee Act 1992. All Superannuation contributions will be paid into either Recruitment Super Superannuation Scheme or CBUS on a quarterly basis.

## **8. Working Conditions**

### **8.1 Working Hours**

Hours of work are based around client demand. Every effort shall be made to advise you of the length of each engagement; however continuing employment is contingent on the availability of assignments as required by our clients. Each employee shall be entitled to payment for a minimum engagement applicable to the relevant industrial instrument, in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer.

The employee agrees to work fair and reasonable hours and acknowledges the need to make himself/herself available as required by the company during the period of assignment.

In the event there is to be a significant change in the hours required to be worked due to a change in client requirements, disruptions not within the control of the employer or any other reasons you shall be provided with as much notice as is possible of such change.

It is recognised by the employer that the safety and general well being of all employees is paramount. Consequently the following conditions regarding hours of work have been agreed to:

- (i) No employee shall be required to work more than a 12 hour engagement in any one day.
- (ii) No employee shall be required to work more than 152 hours in any four week period.
- (iii) In the event an employee has completed at least 10 hours work on any one day he/she shall be allowed a break of at least 10 hours before commencing further work.

### **8.2 Breaks**

All employees shall be entitled to breaks as applicable to the relevant industrial agreement, in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer.

## **9. Leave, Public Holidays and Long Service**

Your hourly rate of pay includes a compensatory factor for all leave and annual leave entitlements applicable to the relevant industrial agreement and The Annual Holidays Act 1944, in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer. On any day you do not work or are not required for work there shall be no entitlement for payment. If employees are required to work on public holidays employees will be entitled to public loading applicable to the relevant industrial agreement, in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer. Long Service entitlements will be as applicable to the NSW Long Service Leave Act 1955 and the relevant industrial agreement in accordance with the attached schedule – RELEVANT REFERENCE INSTRUMENTS & CLASSIFICATIONS, which would apply to the employee should they have been an employee of the host employer

## **10. Termination**

All employment shall be considered to be as casual; consequently you shall be advised at the end of each day if there is continuing work for you. In the event the actions of any employee give rise to serious misconduct then employment may be terminated immediately, in which case payment shall be made up to the time of termination only.

## **11. Discipline**

- (i) The employers Discipline Procedures as varied from time to time, will apply to the employee.
- (ii) Where the employee has breached a provision of this agreement his/her employment contract, and/or the employers/clients policies and procedures the employer may suspend the employee without pay for a maximum of three working days, in order to allow investigation/resolution of the issue, or as alternative disciplinary measures to terminating the employees employment.

## **12. Payment of Wages**

- (i) The agreed wage will be paid by electronic transfer to the employee's nominated bank account.
- (ii) Payment may be weekly or fortnightly.
- (iii) The employer may deduct monies from the employee's wages for any reason specified in writing by the employee.

### **13. Occupational Health & Safety and Environment**

The employee and the employer agree that a safe and secure workplace is paramount and compliance with the employer's OH&S policies and programs will be the focus of all operations.

In the same manner both employer and employee agree that it is important to minimise negative environmental impacts of activities within the workplace. All relevant legislation as well as the employer's environmental policies and programs are to be followed strictly.

Should your assignment with any client require specific OH&S requirements, you shall be provided with adequate training and/or equipment so as to enable you to carry out your duties in a safe and effective fashion.

### **14 Dispute Resolution Procedure**

Where a dispute between an employee and the employer, or between an employee and client of the employer is raised, the following procedure shall apply.

- (i) The dispute must first be raised with the employer through the employees immediate supervisor.
- (ii) Every effort shall be made to resolve the dispute at that level.
- (iii) In the event the matter is not able to be resolved at that level it shall be referred to the management of the employer. At this time the nature of the dispute shall be committed to writing.
- (iv) The matter shall be considered by management in consultation with the employee(s) concerned and every effort shall be made to have the matter resolved within 3 working days of it being accepted by management.
- (v) In the event the matter is not able to be resolved it shall be referred to an independent body suitable to both parties for consideration and finally for decision. The decision of the independent body shall be final and accepted by both parties.
- (vi) During the entire procedure both parties may be represented by a person of their own choosing.
- (vii) it is agreed that during such procedure normal work shall continue, unless the matter is one concerning a health and/or safety concern, in which case only work directly effected shall be effected.

### **15 Plant Tools & Equipment**

It is expected that all employees who are engaged in positions that require the use of tools as part of their normal work activities will have an adequate and well maintained tool kit.

All tools and equipment that are provided to the employee by the employer/client, shall remain the property of the employer/client. The employee shall be responsible for such tools and equipment. In the event such tools/equipment are lost or damaged as a result of negligence by the employee, the employer shall have the authority to deduct from any remuneration due to the employee that amount which it is agreed shall cost to replace or repair such equipment.

### **16 Uniforms & Protective Clothing**

During certain assignments you may be required to wear particular clothing such as a uniform or protective clothing. In the event such clothing is provided to you by the employer, you may be required to pay a bond as determined in advance. Upon completion of such assignment and on the basis such clothing is returned the bond shall be refunded to you.

### **17 Mobile Telephones**

The use of personal mobile telephones for private use shall be limited to periods where unpaid breaks are being taken. Mobile telephones shall be switched off during normal working hours unless prior permission has been obtained

### **18 Accreditation**

Employees who are required as part of their position requirements to hold accreditation, including drivers licence, trade certificates and the like be responsible for the upkeep of such accreditation. Copies of all certificates and licences required by the position shall be provided to the employer. Loss of required licence and/or accreditation shall mean the employee is no longer able to fill the position, and, should no other work be available, the employee may have his/her employment contract terminated.

### **19 Anti Discrimination.**

The employer is committed to providing a workplace where all employees are treated with dignity and respect. All State and Commonwealth regulations dealing with discrimination in the workplace are to be adopted by this agreement, and all employees are expected to participate in the non discriminatory policies of this company and that of our clients.

### **20 Flexibility Provision**

20.1 As part of a process of improvement in productivity and efficiency, discussion should take place at regular intervals so as to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

20.2 As part of this process the employer and individual employee may agree to vary certain provisions of this agreement. Any such agreement shall consider the terms and conditions of this agreement on a global basis and shall not result in a disadvantage to the employee against those terms and conditions.

20.3 Any agreement once formalised between the parties shall be committed to writing and signed by both parties, it shall then replace this agreement in its entirety for the duration as provided which shall not be more than twelve months, or longer should both parties agree. Any such agreement that is entered into may be terminated by either party by the giving of not less than two weeks notice to the other at which time the employee shall revert to the terms and conditions of this Employee Collective Agreement.

## **JHA RECRUITMENT & STAFF @ WORK P/L SCHEDULE – RELEVANT INSTRUMENTS AND CLASSIFICATIONS**

### **Clerical and Administrative Employees in Temporary Employment Services (State) Award [AN120130 – NSW]**

#### CLASSIFICATIONS

- Grades 1 – 4, hourly employees

### **Clerical and Administrative Employees Consolidated (State) Award (135)**

#### CLASSIFICATIONS

- Grades 1-5

### **Building and Construction Industry (State) Award [AN120089 – NSW]**

#### CLASSIFICATIONS

- CW Level 1 (b) to CW Level 4

### **Exhibition Industry (State) Award [AN120204 – NSW]**

#### CLASSIFICATIONS

- Stage Hand
- Loader
- Assistant Technician

### **Cleaning and Building Services Contractors (State) Award [AN120123 – NSW]**

#### CLASSIFICATIONS

- Cleaners
- Building Service Employee Grade 1 to Grade 2

### **General Construction and Maintenance, Civil and Mechanical Engineering, &C. (State) Award [AN120228 – NSW]**

#### CLASSIFICATIONS

- Civil Construction Worker – Casual employee, Grade 1 to Grade 5

### **Health, Fitness and Indoor Sports Centres (State) Award [AN120240]**

#### CLASSIFICATIONS

- Level 1 – to Level 6

### **Horticultural Industry (State) Award [AN120247 – NSW]**

#### CLASSIFICATIONS

- Farm Employee Level 1 – Level 6

### **Local Government (State) Award 2004 [AN120316 – NSW]**

#### CLASSIFICATIONS

##### 38 hour week

- Operational Band 1 – Level 2-4
- Administrative/Technical/Trades Band 2 – Level 1-3
- Professional/Specialist Band 3 - Level 1- 4
- Executive Band 4 – Level 1- 4

##### 35 hour week

- Operational Band 1 – Level 2-4
- Administrative/Technical/Trades Band 2 – Level 1-3
- Professional/Specialist Band 3 - Level 1- 4
- Executive Band 4 – Level 1- 4

### **Metal, Engineering and Associated Industries (State) Award [AN120334 – NSW]**

#### CLASSIFICATIONS

- Level C14 – C5

### **Nurseries Employees (State) Award [AN120379 – NSW]**

#### CLASSIFICATIONS

- Nursery Hand

### **Pastoral Employees (State) Award (519)**

#### CLASSIFICATIONS

- Grade 1 - 3

### **Real Estate Industry (State) Award 2003 [AN120458 – NSW]**

#### CLASSIFICATIONS

- Property Manager
- Property Officer Grade 1 – Grade 3

### **Storemen and Packers, General (State) Award [AN120513 – NSW]**

#### CLASSIFICATIONS

- Storeman & Packer Level 1 – Level 5

### **Transport Industry (State) Award [AN120594 – NSW]**

#### CLASSIFICATIONS

- Furniture Removalist Offsider
- Transport Worker Grade 1 – Grade 8