

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/176

TITLE: Adecco-NUW (NSW) Agreement 2002

I.R.C. NO: 2002/303

DATE APPROVED/COMMENCEMENT: 4 April 2002

TERM: 4 April 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/77

GAZETTAL REFERENCE: 24 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees performing work that falls within the coverage of the Milk Treatment, & c., and Distribution (State) Award, Transport Industry Interim (State) Award, Transport Industry - Mixed Enterprises Interim (State) Award, Transport Industry - Motor Bus Drivers and Conductors (State) Award, Transport Industry - Quarried Materials (State) Award, Transport Industry - Retail (State) Award, Transport Industry - Tourist and Service Coach Drivers (State) Award, Transport Industry - Trade Waste (State) and Transport Industry - Waste Collection and Recycling (State) Award

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

Ex 2

**National Union of Workers (NSW Branch)
& Adecco State Enterprise Agreement 2002**

1. Title:

This agreement shall be known as the Adecco – NUW (NSW) Agreement 2002.

2. Preamble:

This agreement is designed to formalise the relationship between the Company and the National Union of Workers, New South Wales Branch.

3. Definitions:

"Award" means an award (of the Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission) to which the Union is party, that applies to a work site of a Client at which an Employee is working, in circumstances where if the Employee was an employee of that Client, that award would apply to the Employees employment.

"Agreement" means an agreement made under the Industrial Relations Act (NSW) or the Workplace Relations Act 1996 that:

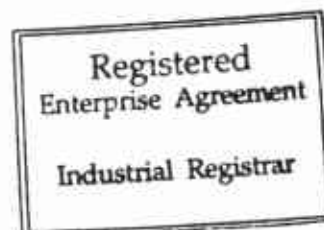
- (a) was assessed by the NSW Industrial Relations Commission or the Australian Industrial Relations Commission for the purposes of no net detriment or the no disadvantage test;
- (b) applies to a work site of a client of the Company at which an Employee is working in circumstances where if the Employee was an employee of the client, that agreement would apply to the Employee's employment.

"Minimum Conditions of Employment" means that the Company shall reflect the following (as would be applicable to the Client's employees engaged to perform the same work as the Employee) :

- (a) the rates of pay as specified in the Agreement or Award
- (b) the casual loading as specified in the Agreement or the Award
- (c) the spread of hours and working patterns as specified in the Agreement or the Award (including, but not limited to, ordinary hours of work, shift work, overtime and penalty rates for working on public holidays or Sundays); and
- (d) all relevant allowances as specified in the Agreement or the Award.

'Union' means National Union of Workers, New South Wales Branch.

'Client' means any entity which has entered into a contract with the Company for the supply of its labour.



'Company' means Adecco Industrial Pty Limited (ACN 39 004 366 634), and Adecco Prime Pty Ltd (ACN 25 003 160 843).

'Employee' means an Employee of the Company who is engaged to perform work under this Agreement at a Client's workplace. An Employee can be engaged as a casual, part time or full-time basis.

'Parties To This Agreement' means the Company and the Union.

4. Enterprise Flexibility Provisions:

4.1 Site Agreements:

- a) All employees covered by this agreement will be entitled to the Minimum Conditions of Employment binding upon the Client.
- b) Further to 4.1(a), (and to avoid uncertainty), the Company will pay its Employees the site rate of pay, that is the rate of pay that would be payable to the Employee had the Employee been directly employed by the client.

5. Training

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of Adecco 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 the Company and the Client.
- c) Where appropriate, utilise industry traineeship programs to provide genuine career prospects for people in the industry.

6. 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, terms and conditions
- c) The appropriate Award coverage

7. 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.

8. Area Incidence and Duration

(a) This Agreement is binding on

- National Union Of Workers, NSW Branch
- Adecco Industrial Pty Ltd, and Adecco Prime Pty Ltd
- All Employees of the Company engaged in NSW, whether members of the Union or not, engaged at recognised Union sites where the Union has in place a site specific enterprise Agreement or Award (as defined).

(b) This agreement shall operate from the date of certification and shall continue to operate for a period of two years and thereafter until rescinded or replaced.

This agreement shall apply to all Employees of the Company in the State of New South Wales who are engaged by the Company to comprise part or all of Client's workforce where the terms and conditions of that Client's workforce are regulated by an Award or Agreement. .

9. Superannuation:

Contributions in line with the Superannuation Guarantee Act, shall be made. All employees shall have their superannuation paid to the Labour Union Co-operative Retirement Fund (LUCRF). In situations where Employees are already a member of an SGL approved fund, that existing fund shall be acceptable.

10. Savings:

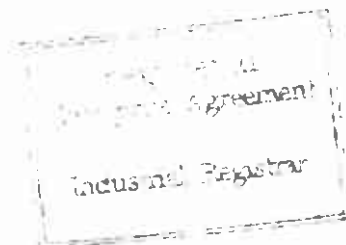
No employee shall suffer any overall reduction in wages and / or conditions as a result of the making of this agreement.

11. Employee Counseling Procedure:

An hourly or casual Employee can be terminated for the following reasons:

- Lack of available work
- Poor performance
- Due to disciplinary reasons (up to and including) summary dismissal.

Where a casual Employee's employment is terminated due to lack of available employment, the Employee will be listed with the Company as a candidate for future employment. This includes where an Employee is no longer required at a particular site by a Client.



Where a casual Employee is terminated due to disciplinary reasons including summary dismissal, the Employee will not be listed as a candidate for future employment and will have their name removed from being available for work through the Company..

In order to remove an Employee's name as a Candidate for future employment in circumstances other than those that warrant summary dismissal, Adecco shall counsel and issue appropriate warnings to Employee's prior to termination.

Each formal warning shall be in writing.

Before the Employee is counseled or given a warning by a representative of the Company, they shall be advised that they are entitled to have an official of the Union present as a witness.

Provided that nothing appearing above shall prevent or restrict Adecco removing an Employee from a workplace at the request of the client.

12. Occupational Health and Safety

The Company's 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.

The Company considers that having a safe working environment is essential and accordingly its policy is that as far as is reasonable and practical all employee's of its workforce will conduct themselves in such a manner that the safety of everyone with whom they work is enhanced by their presence.

To achieve this, the Company's policy is to use compliance with the applicable Occupational Health and Safety laws is not just a matter of legal obligation, but as a guide to achieving a better and safer workplace.

The Company will provide OH&S supervision which will identify unsafe work practices / environments within client operations where an on site manager is in situ.

The Company will provide training in Occupational Health and Safety to all employees as required by the Client, or in accordance with it's OH&S obligations. .

13. Certification of Service:

Where practicable, a Certificate of Service will be provided by the Company at the request of a terminating Employee specifying the period of the employment and the classification level of work performed by the Employee.

14. Distribution and Introduction of this Agreement:

The National Union of Workers and the Company will ensure that all Union Officials and Shop Stewards are made aware of the existence and provisions of this agreement and all shall be provided with a copy of the agreement upon request.

15. No Extra Claims Commitment:

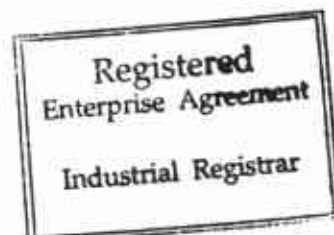
The Parties to this agreement undertake that they will not make or pursue any other claims relating to terms and conditions of employment during the life of the agreement.

16. Disputes Procedure:

- (a) Any disputes 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 Representative and the Shop Steward on the job, the Shop Steward shall refer the matter to the Union organiser who will take the matter up with the Company.
- (c) 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 the Company's Group ER Manager (or his nominated representative).
- (d) 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.
- (e) Where the parties have followed the procedure set out in 18(a) to (c), yet have failed to resolve the matter in dispute, then either party shall have the right to notify the dispute to the Industrial Registrar.

17. Basis of Agreement:

The parties entered this Agreement freely and without duress.



18. Signatories:


SIGNED:


per D. BELAN

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SIGNED FOR AND ON BEHALF OF THE
NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH)

DATE: ... 4 / 4 ... /2002

SIGNED:


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FOR AND ON BEHALF OF
• ADECCO INDUSTRIAL PTY LTD
• ADECCO PRIME PTY LTD
DATE: ... 3 / 4 ... /2002

