



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catalyst Recruitment Systems Pty Ltd T/A Catalyst Services
(AG2014/10012)

CATALYST SERVICES ENTERPRISE AGREEMENT 2014

Building, metal and civil construction industries

DEPUTY PRESIDENT KOVACIC

CANBERRA, 24 DECEMBER 2014

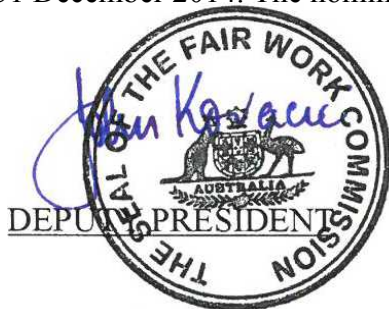
Application for approval of the Catalyst Services Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Catalyst Services Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Catalyst Recruitment Systems Pty Ltd T/A Catalyst Services. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Catalyst Recruitment Systems Pty Ltd T/A Catalyst Services. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 December 2014. The nominal expiry date of the Agreement is 24 December 2018.



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<Price code C, AE412026 PR559579>

ATTACHMENT A



IN FAIR WORK AUSTRALIA
FWA Matter No. AG 2014/10012

Application for approval of an enterprise agreement under section 185 of the Fair Work Act 2009.

Applicant: Catalyst Recruitment Services Pty Ltd

UNDERTAKINGS
(s190, Fair Work Act 2009 (Cth))

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (the Act) Catalyst Recruitment Services Pty Ltd ("Catalyst") undertakes as follows with respect to the application for approval of an enterprise agreement to be known as *Catalyst Services Enterprise Agreement 2014* ("the Agreement"):

1. Clause 8.2.1 (b) should also include the following in the Agreement:

A casual employee shall be entitled to parental leave pursuant to section 67 of the *Fair Work Act 2009*.

2. Clause 5 is amended to read:

The agreement shall have a nominal expiry date of 4 years from the date the Fair Work Commission approves the agreement.

3. Catalyst will ensure a copy of these undertakings is made available to employees covered by the agreement and a copy is attached to any copy of the agreement provided to employees or made available in the workplace.

18 December 2014

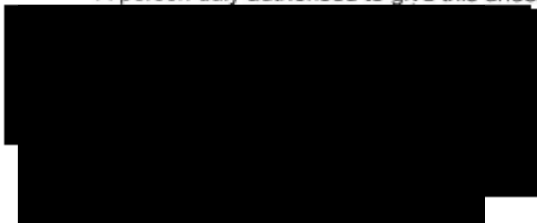
Signed on behalf of Catalyst Recruitment Services Pty Ltd

Name Robert Malpass

Address 90 Welshpool Road Welshpool WA 6106

Position/Capacity: IR/ER Manager

A person duly authorised to give this undertaking on behalf of the employer





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s.185—Enterprise agreement

Catalyst Recruitment Systems Pty Ltd T/A Catalyst Services
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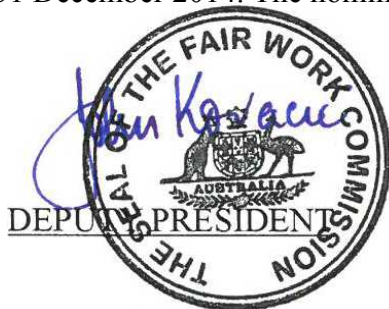
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Signed on behalf of Catalyst Recruitment Services Pty Ltd

Name Robert Malpass

Address 90 Welshpool Road Welshpool WA 6106

Position/Capacity: IR/ER Manager

A person duly authorised to give this undertaking on behalf of the employer



**Catalyst Services
Enterprise Agreement 2014**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

1 TITLE

This Agreement shall be known as the *Catalyst Services Enterprise Agreement 2014*.

2 ARRANGEMENT

This Agreement is arranged as follows:

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3 APPLICATION OF AGREEMENT AND PARTIES BOUND

3.1 Application of Agreement

This Agreement shall apply to Catalyst Recruitment Systems Pty Ltd (hereinafter called 'the Company') in respect of any employee engaged by the Company throughout Australia in one of the classifications of the following awards:

- *Manufacturing and Associated Industries and Occupations Award 2010*
- *Building and Construction Industry General Onsite Award 2010*
- *Joinery and Building Trades Award 2010*
- *Electrical, Electronic and Communications Contracting Award 2010*
- *Concrete Products Award 2010*
- *Plumbing and Fire Sprinklers Award 2010*
- *Mining Industry Award 2010*

3.2 Parties Bound

The parties bound by this agreement is the Company and all employees engaged by the Company in one of the classifications in any of the aforementioned award in clause 3.1 above to perform work.

4 RELATIONSHIP TO OTHER INSTRUMENTS

4.1 This agreement operates to the exclusion of all industrial agreements and awards. This Agreement incorporates the National Employment Standards (NES), provided that where there is any inconsistency between the express terms of the Agreement and the NES, the NES shall prevail to the extent of the inconsistency.

4.2 In this agreement a reference to a "relevant award" or "relevant award provision" shall mean the award that the employee's classification is derived from. Accordingly, an employee shall receive their classification prior to commencement.

4.3 Where there is any inconsistency between the relevant award provision and this agreement, this agreement shall prevail over the relevant award provision to the extent of the inconsistency.

5 PERIOD OF OPERATION

This Agreement shall operate from seven days after the date of approval by Fair Work Commission ("FWC") and will remain in force for a period of 4 years.

6 AIMS OF AGREEMENT

- 6.1 This Agreement represents the collaborative efforts of the Company and employees for a consolidated enterprise agreement. The purpose intended is to ensure the following aims are achieved;
- 6.2 To maintain and improve the on-going viability of the Company's operations in and assist in providing employment opportunities.
- 6.3 Employees of the Company work in the labour hire industry working in various sectors, and

must therefore possess a broad range of skills, as over a period of three (3) months for example, they could be employed in, but not limited to, construction, ship repair, maintenance and engineering, transport and logistics, mining, production work, installation of equipment and shut down work. Different industries have individual work tasks that are particular to that industry and employees are expected to perform to the requirements of the client Company. This requires a range of skills over and above what is expected from an employee in a fixed occupation.

As employees move around the range of industries, employees must abide by the various work practices required by the client companies. Accordingly, employees are required to have a more multi-skilled approach to the work situation.

In a short period, employees could work at multiple workplaces. This requires starting and finishing at different times as required by the client. Employees are also called upon to work additional reasonable hours and shift work at short notice, as this is the nature of the industry.

7 DRUGS AND ALCOHOL

Drugs and alcohol at the workplace presents an unacceptable health and safety risk. There is strictly no place for alcohol or drugs at the workplace. Accordingly, employees agree they will not attend work whilst there is a presence of drugs or alcohol in their system. Should employees fail to comply with this requirement their employment may be terminated.

Employees with drug and alcohol issues must seek appropriate assistance and may request for assistance from the Employee Assistance Program by contacting their supervisor or the local Branch Manager.

8 EMPLOYMENT CATEGORIES

- 8.1 Employees may be engaged as full time, part-time, daily-hire or casual in accordance with the relevant award. An employee will only be engaged on a daily-hire basis in circumstances where the relevant award permits engagement on such a basis.
- 8.2 Casual Employment
 - 8.2.1(a) A casual employee is one engaged and paid as such. The rate of pay for a casual employee includes 25% loading. The casual loading shall be calculated in accordance with the relevant award.
 - 8.2.1(b) The 25% loading compensates the casual employee for lack of employment certainty, ineligibility of all leave entitlements, payment for public holidays not worked and other entitlements of permanent employees (the only exclusion being long service leave and carer's leave for eligible casuals pursuant to National Employment Standards ("NES") as prescribed in the Fair Work Act 2009).

Such employees shall remain casual until the employer and employee agree otherwise.
- 8.2.2 On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours work or lesser amount pursuant to the relevant award.
- 8.3 Apprentices and trainees shall be engaged under the terms of the award and receive rates of pay determined in accordance with the relevant award.

8.4 Probationary Period

- 8.4.1 Employees commencing employment with the Company shall be subject to a probationary period of six months commencing from the first working day of employment. The purpose of the probationary period is for the employer to assess the employee's suitability in the role and the Company. The employee agrees that any absence from work shall extend the probationary period by the duration of the absence.
- 8.4.2 Should employment be terminated for any reason during the probationary period, the notice period given shall be in accordance with the termination provisions of this agreement.

9 WAGES AND ALLOWANCES

9.1 Rates of Pay

Employees shall be paid an hourly rate of pay equal to the appropriate minimum hourly rate contained in the relevant award, as varied from time to time, plus \$0.50.

9.2 Site, Project or Assignment Rates

- 9.2.1 The Company may decide to pay an employee a rate of pay higher on any particular site, project or assignment the employee is working on. The Company has discretion to start, cease or reduce such higher rates of pay to any employee at any time. Such higher rates may be offered in order to attract better experienced or higher quality skills, or to attract labour to remote sites, or compensate employees at sites where the work is particularly inconvenient or difficult to perform due to the nature of the site.

Where the Company remunerates an employee above the minimum rates of pay set out in clause 9.1 above, any amount paid over the minimum rate may be used to offset any rate, loading or allowance that would otherwise be applicable to the employee at the time.

- 9.2.2 For the purposes of clause 9.2 a rate of pay does not include a site allowance. Site allowances shall only be paid in accordance with the rate prescribed in the relevant award.

9.3 Allowances

- 9.3.1 Allowances shall be paid in accordance with the relevant award.

9.4 Travel and Living away from home – distant work

9.4.1 Living away from home – distant work

- 9.4.1.1 The Company may require an employee to work on a distant worksite. If this happens, the Company will arrange either:

a) the provision of appropriate accommodation with breakfast, lunch and dinner each day; or

b) payment of a Living Away From Home Allowance in accordance with the relevant award and employees provide their own meals and accommodation, or

c) enter into an alternative arrangement with the majority of employees affected so long as under the arrangement the employee is better off overall compared to this agreement or the relevant award.

9.4.1.2 The eligibility of an employee for living away from home entitlements whilst employed on the project site will be determined by the employee's declared place of residence. An employee will not be eligible for living away from home entitlements whilst employed on the project site unless they have made a declaration as to their place of residence to the company prior to engagement on the project site.

9.4.1.3 In the event that this declaration is made correctly, the following guidelines will apply:

- (a) Project must be outside a metropolitan area (greater than 50km radial distance from the city or town GPO).
- (b) The employee must maintain a normal place of residence greater than 85 kilometres radial distance from where they report to work on the project. The employee must provide proof of this and sign a statutory declaration to this effect.

9.4.1.4 When an employee is eligible for living away from home allowance, the company will either:

- (a) Pay an allowance in accordance with the relevant award; or
- (b) Provide the employee with reasonable (including camp style) board and lodging. Where this is supplied there will be no payment for LAFHA.

9.4.2 The company shall deduct on a pro rata basis the appropriate allowance amount per day or part thereof for each day the employee is not ready, willing and available for work in accordance with this agreement or because of industrial action.

9.4.3 An employee whose declared residence is outside the aforementioned criteria to the project site, but who declared when applying for employment on the project to be considered for employment as though they do not live outside that area, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.

9.4.4 The declared place of residence stated prior to engagement on the project site will be considered to be the employee's place of residence for the duration of their employment on the project, for the purpose of this clause.

9.5 Travel and payment for travel

9.5.1 The travel provisions in accordance with the relevant award shall apply. The Company may decide to pay an employee a higher rate of travel allowance for any particular site, project or assignment the employee is working on. The Company has discretion to start, cease or reduce such higher allowance to any employee at any time.

10 TERMINATIONS AND REDUNDANCY

10.1 Termination

10.1.1 A Casual employee may be terminated by one hour's notice.

10.1.2 In the case of a 'Daily hire' employee employment may be terminated by giving one day's notice.

10.1.3 Either the Company or a weekly hire employee can terminate employment by providing the following written notice:

Period of continuous service Weeks' notice (at full rate of pay)

- Less than one year one week
- More than one year and less than three Two weeks
- More than three years and less than five Three weeks
- Five or more years Four weeks

An employee over 45 years of age and with 2 or more years of service shall be entitled to an additional 1 week of notice.

10.1.4 If notice cannot be or is not provided, then either party may pay or forfeit the equivalent of that notice as appropriate.

10.1.5 Following termination of employment the Company may recover any money owing by an employee, including for clothing, tools, keys, phones, etc that are not returned and may deduct any money owing from an employee's termination pay.

10.1.6 The Company may dismiss an employee without notice for serious misconduct or wilfully endangers the safety of others.

10.2 Redundancy

10.2.1 The NES and relevant award redundancy provisions shall apply to employees other than casual employees, or employees engaged for a fixed or maximum term. Redundancy is defined in accordance with the NES and the relevant award.

10.2.2 Where an employee is employed on a building or construction site, the Company may decide to make severance payment contributions at a rate which is equal to or greater than the entitlements under the relevant award into a building industry redundancy fund for each full week of worked employment [or pro rata Monday to Friday] with the Company.

10.2.2.1 For the purposes of this subclause, 'building or construction site' is as defined under the *Building and Construction Industry General Onsite Award 2010*

10.2.3 Where the Company makes contributions pursuant to clause 10.2.2 above, the employee shall not be entitled to the award redundancy, except where the amount the employee would receive under the relevant award is higher than the amount in the fund in which case the Company shall make up the difference between the contributions paid into the fund and the award.

11. SUPERANNUATION

11.1 The employer shall make Superannuation contributions in accordance with the Superannuation Guarantee Levy.

11.2 Should an employee within 28 days of commencing employment fail to nominate a preferred complying superannuation fund, the default fund will be Australian Super.

- 11.3 Superannuation contributions shall be paid in accordance with the Superannuation Guarantee Rulings.
- 11.4 The Company may decide to pay an employee a higher amount of superannuation than prescribed above on any particular site, project or assignment the employee is working on. The Company has discretion to start, cease or reduce such higher payments to any employee at any time.

12 DISPUTE RESOLUTION PROCEDURE

The parties to this Agreement are committed to good workplace relations practices and procedures based on consultation. Throughout the steps outlined below, the employee may choose to have a representative. The employer shall ensure that it advises employees that they may be accompanied or represented by a person of their choice. Where a dispute occurs in relation to any matter covered in this agreement or the NES the following procedure shall apply:

- Step 1: Any dispute will, in the first instance, be discussed between the employee(s) concerned and their immediate supervisor. The supervisor must make a genuine attempt to resolve that matter speedily.
- Step 2: If the matter cannot be resolved in Step 1, it will be referred to the Company representative who will attempt to resolve the matter speedily. The Company representative shall consult with the relevant employee(s) and/or their chosen representative.
- Step 3: If not resolved in Step 2, the matter shall be immediately referred to the Company branch manager and/or the employee relations manager.
- Step 4: Should the matter still be unresolved it shall be referred to the FWC for conciliation. If conciliation fails to resolve the matter in dispute the parties shall jointly or individually refer the matter to FWC for arbitration. Any party may exercise their rights to appeal a decision of FWC to a Full Bench of FWC.

Notes:

- (a) "Matter" means any issue pertaining to the employment relationship or arising from this Agreement or NES.
- (b) By Agreement Steps 1, 2, and 3 may be by-passed in the interests of a speedy resolution of the matter.
- (c) To ensure that all disputes between the parties are settled quickly, the total process time between Steps 1 to 4 should not exceed 10 working days. However, if more time is required, the parties may mutually agree to extend the time.
- (d) While these procedures are being followed, both parties agree that on a "without prejudice" basis employees will work in accordance with their contract of employment unless there is an imminent risk to health and safety.
- (e) During the entire period of the dispute, from the time when the matter first arises until the time of its resolution (at whatever stage the resolution occurs) normal work shall continue, unless the performance of normal work would place at risk the health and safety of the employee(s) concerned.

- (f) No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work and management practices continues as required by this clause.

13 OCCUPATIONAL, HEALTH, SAFETY AND WELFARE

- 13.1 Employees agree to work safely at all times and comply with the Company and site safety requirements including a requirement to wear any personal protective equipment as directed, provided or required.
- 13.2 Employees must periodically familiarise themselves with current Company safety policies.
- 13.2 Employees must report any safety breach to their immediate supervisor.

14 DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to principles of Diversity and Equal Employment. Harassment and bullying at the workplace or to work colleagues shall not be tolerated.

15 EMPLOYEE NOTIFICATION OF ABSENCE

An employee anticipating absence from work or is unable to attend work due to illness or injury shall notify their immediate supervisor, manager or Branch personnel as soon as possible prior to the commencement of work.

16 LONG SERVICE LEAVE

- 16.1 All employees will accrue long service leave based on the applicable state long service leave scheme.

17. OTHER LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

- 17.1 An employee, other than a casual employee, shall be entitled to leave in accordance with the relevant award and the NES as prescribed under the Fair Work Act 2009.

17.1.2 Annual Leave

The paid annual leave entitlement for an eligible employee shall be 4 weeks per annum accrued over a year during continuous service. A shift employee may be entitled to a further 1 week paid annual leave in accordance with the relevant award and the NES.

17.1.3 Personal Leave

The personal leave entitlement for an eligible shall be 10 days paid in accordance with the award and the NES. and thereafter, 2 days unpaid carer's leave per occasion. Personal leave is generally used when an employee's illness or injury prevents them from attending work, or as carer's leave where the employee needs to provide care for their spouse, child, parent, sibling, grandparent, grandchild or a member of their household who is sick or injured to the extent they require care.

- 17.1.3 (a) An employee claiming payment for personal leave, must provide appropriate evidence from a duly qualified health professional they were unable to attend for work and reasons for the unavailability.

17.1.3 (b) Pursuant to clause 15 above, an employee shall inform the Company [supervisor or local branch staff] of their absence as soon as practicable, preferably before the commencement of their shift.

17.1.4 Other leave entitlements shall be in accordance with the relevant award.

17.2 Public Holidays

17.2.1 An employee other than a casual is entitled to public holidays, without loss of pay in accordance with the National Employment Standards as follows:

- New Year Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day or Eight Hours' Day
- Christmas Day
- The day immediately following Christmas day
- Other public holidays declared by the government of the State or Territory where the work is being performed.
- Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

17.2.2 If an employee works on a public holiday or Easter Saturday, he/she will be paid at the rate of double time and a half in lieu of payment for the public holiday.

17.2.3 Casual employees are only entitled to payment for public holidays for any hours that they work on a public holiday.

18 HOURS OF WORK

18.1 The hours of work shall be determined in accordance with the relevant award provisions and the operational requirements of the client. Employees agree the commencement and finishing times for ordinary hours of work will vary from time to time to suit company and client needs.

18.2 The ordinary hours of work for all employees (including casual employees) will be up to an average of 38 hours per week over a roster period, plus additional reasonable hours.

18.3 Breaks and Meal Allowance

18.3.1 Employees shall be entitled to breaks and meal allowance in accordance with the relevant award provisions.

18.3.2 The crib break provisions related to overtime shall be in accordance with the relevant award. An employee who claims payment for a crib break not taken must complete their time sheet accordingly so that the payroll office is able to make payment.

18.3.3 Meal break provisions as contained in the relevant award shall apply. All breaks are inclusive of walking and wash up time.

18.4 Rostered Days Off

18.4.1 Should rostered days off [RDO's] feature as part of an employees work roster, the provisions in accordance with the relevant award shall apply.

18.4.2 Additional hours worked to accrue RDO's will be paid at the ordinary rate of pay.

18.4.3 Should an employee accrue RDO's, days taken as RDO's will be in accordance with Company requirements.

18.4.4 Accrued RDO's may cashed out at the ordinary rate of pay as agreed between the employee and the Company.

18.4.5 Upon termination of employment, any unused accrued RDO's shall be paid out at the ordinary rate of pay as prescribed in this agreement.

19 ROSTERING ARRANGEMENTS

Employees agree to work in accordance with the Company and client rostering requirements.

20 ADDITIONAL HOURS [OVERTIME AND WEEKEND WORK]

20.1 This clause shall be read in conjunction with the provision in the relevant award.

20.2 Employees agree to perform reasonable additional hours including overtime and weekend work beyond their ordinary hours as required.

20.3 Additional hours worked immediately following ordinary hours of work [excluding hours worked in accruing RDO's] shall be calculated and paid at the rate prescribed in the applicable award.

20.4 Work performed on a Saturday shall be calculated and paid at the rate prescribed in the applicable award. All work performed after 12 noon shall be paid at the aforementioned double time rate. The employee shall be provided with a minimum of 3 hours of work.

20.5 Work performed on a Sunday shall be calculated and paid at the rate of double time of the ordinary hourly rate of pay prescribed in the applicable award. The employee shall be provided with minimum of 4 hours of work.

20.6 For the purpose of calculating overtime, each day shall stand-alone.

21 SHIFT WORK

21.1 Employees may be required to perform shift work.

21.2 For the purposes of the NES, a shift worker is an employee who is regularly rostered to work ordinary hours on a Saturdays and Sundays.

21.2 The provisions related to shift work in the relevant award shall apply.

22. DEDUCTION MADE FROM WAGES

22.1 Pursuant to the Fair Work Act 2009, the company will deduct from any money due an amount authorised in writing by the employee.

22.2 In circumstances where an employee is over paid more than is due in a pay period, the employee agrees to repay the over payment by authorising the employer to deduct the over payment from wages due in the next pay period.

22.3 The employer or an employee shall inform the other of the overpayment as soon as the over payment is realised.

22.4 In cases where the employee claims such deduction would result in financial hardship and the amount proposed to be deducted is a significant portion of the employee's weekly pay, the employer and employee shall enter into a repayment arrangement where affordable amounts can be repaid over a reasonable period of time. Such arrangement must be agreed to in writing.

23. TERMINATION OF EMPLOYMENT AND REDUNDANCY

The termination and redundancy provisions as contained in the relevant Award shall apply to employees other than a casual or an employee on a fixed term period or project.

An employee engaged as a casual shall be provided with 1 hours notice.

24. CONSULTATION

24.1 Employer to notify

24.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

24.1.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where the relevant award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

24.1.3 Changes to rosters and hours of work

(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other provisions in this agreement or the relevant award concerning the scheduling of work and notice requirements.

24.2 Employer to discuss change

24.2.1 The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

24.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 24.1.

24.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

25. FLEXIBILITY ARRANGEMENT

25.1. The employer and an employee covered by this enterprise agreement may agree to vary the application of certain terms of this agreement and the award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- arrangements for when work is performed;
- overtime rates;
- penalty rates;
- flat rates of pay;
- allowances; and
- leave loading.

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

25.2. The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009* ; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009* ; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

25.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

25.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

25.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing -- at any time.

26 STAND DOWN

The employer may stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- (a) Industrial action;
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
- (c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

27 INCOME PROTECTION INSURANCE

The Company may decide to pay for income protection insurance premiums on behalf of some employees covered under this agreement for a particular project, assignment or engagement.

28 SAFETY FOOTWEAR, APPAREL, PERSONAL PROTECTION EQUIPMENT [PPE] AND UNIFORMS

- 28.1 It is a condition of employment that employees must wear the required safety footwear, apparel and PPE in order to commence work and remain at the work site.
- 28.2 The type of safety footwear, apparel and PPE will vary depending on the type of duties required to be performed and work carried out at the particular site.
- 28.3 Safety footwear, apparel and PPE will be replaced on a fair wear and tear basis or replaced where the article has failed or is likely to fail.
- 28.4 Employees must wear provided uniforms at client sites. Uniforms shall be replaced on a fair wear and tear basis.
- 28.5 The laundering costs associated with articles issued by the Company under this clause shall be in accordance with the relevant award.

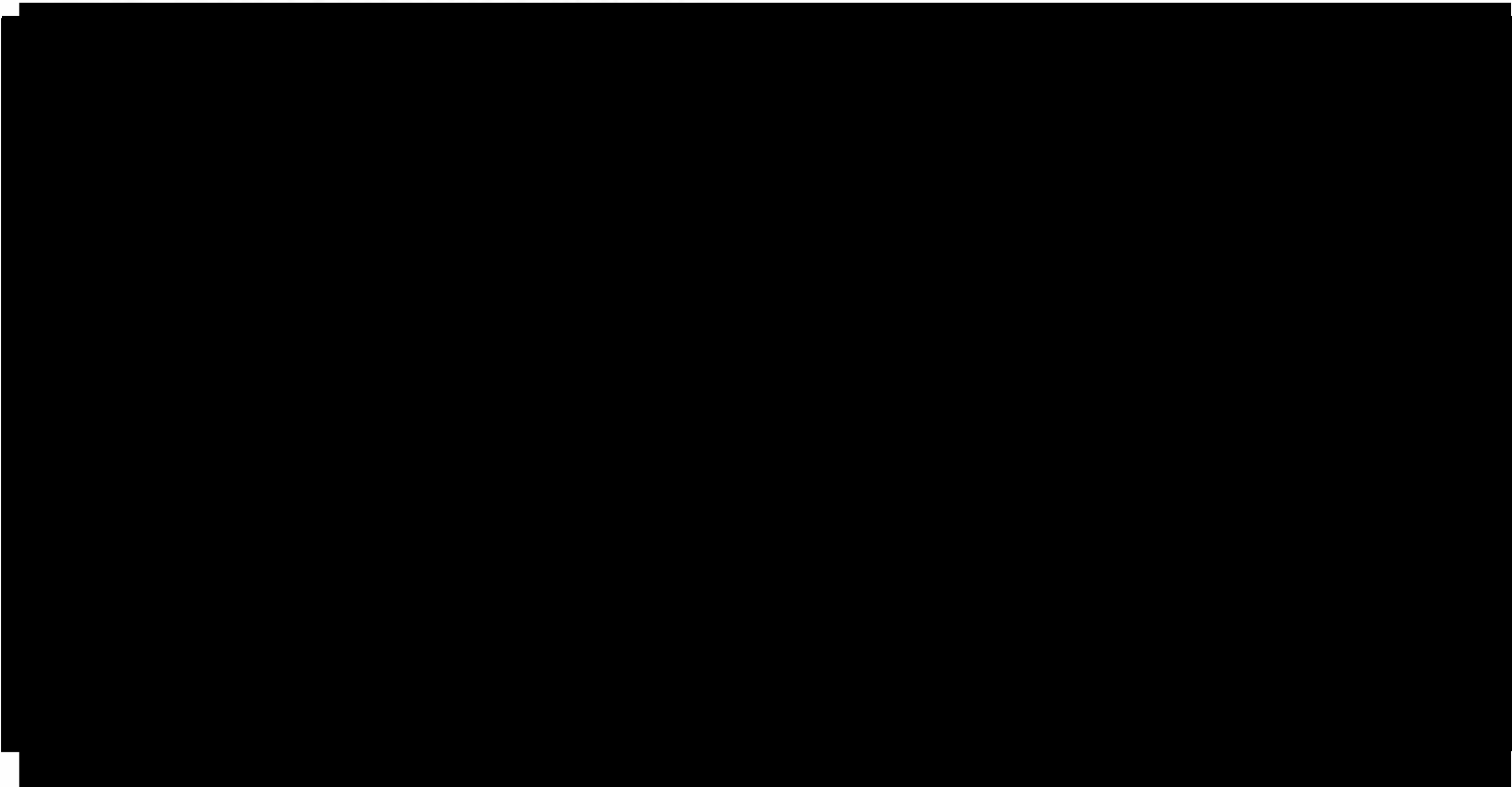
29 INCLEMENT WEATHER

- 29.1 Inclement weather is when it is unsafe to perform certain duties or continue working due to winds, temperate, and precipitation. There may be times when employees may be exposed to inclement weather, such as briefly walking through rain at site, or performing activities to make the site safer, such as securing equipment in winds. Of course, such activities should only be performed when there is not an imminent risk to safety.
- 29.2 Where an employee believes working conditions on site involves inclement weather, they must inform their immediate supervisor, or the site safety representative and or the local branch manager.
- 29.3 Where it is recognised that working conditions is affected by inclement weather the following procedures shall apply:
 - 29.3.1 In the first instance, employees are required to continue working at another place where it is safe. This may include moving places at the site or to another location if such other places or location is possible. It may also include performing other duties which are within the employee's competency and ability.
 - 29.3.2 When it is raining or snowing at the commencement of an employee's shift and the rain or snow creates unsafe working conditions, the employee may be required by the employer to remain on site for a minimum of four hours. Should rain commence after the start of an employee's shift, and working conditions are unsafe, the employee may be required by the Company to pack up and remain on site.
 - 29.3.3 In situation where work must continue to ensure safety, perform emergency work or the completion of scheduled concrete pours, the employees performing the work shall be closely supervised. Other measures should include the rotation of employees to limit exposure to inclement weather.
- 29.4 Payment for inclement weather
 - 29.4.1 Where employees, other than a casual employee, is unable to be relocated by the Company to continue working elsewhere or perform alternative duties during inclement weather, the Company shall pay for the ordinary hours lost due to inclement weather.

- 29.4.2 In the case of a casual employee who is unable to be relocated by the Company to continue working elsewhere or perform alternative duties during inclement weather, shall be paid a maximum of four hours in accordance with clause 8.2.2. For the avoidance of doubt, should inclement weather cause work to stop for the remainder of their shift in the fifth hour or beyond, the casual employee shall not be entitled to payment for inclement weather.
- 29.4.3 The maximum amount of lost hours which may be paid due to inclement weather shall not exceed 30.4 ordinary hours in any four week period.

30 FIT FOR WORK

- 30.1 Employees agree they must be fit to perform the required work. Accordingly, employees agree to submit to medical and other assessments as required by the Company to ensure they are capable to perform the inherent requirements of their employment which includes current and future assignments, tasks or jobs.
- 30.2 An employee who is required to undertake any medical or other assessment expressly authorises the release of any report, opinion or result arising from the assessment to the Company.
- 30.3 The cost of the assessment shall be paid by the employee.





IN FAIR WORK AUSTRALIA

FWA Matter No. AG 2014/10012

Application for approval of an enterprise agreement under section 185 of the Fair Work Act 2009.

Applicant: Catalyst Recruitment Services Pty Ltd

UNDERTAKINGS

(s190, Fair Work Act 2009 (Cth))

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (the Act) Catalyst Recruitment Services Pty Ltd ("Catalyst") undertakes as follows with respect to the application for approval of an enterprise agreement to be known as *Catalyst Services Enterprise Agreement 2014* ("the Agreement"):

1. Clause 8.2.1 (b) should also include the following in the Agreement:

A casual employee shall be entitled to parental leave pursuant to section 67 of the *Fair Work Act 2009*.

2. Clause 5 is amended to read:

The agreement shall have a nominal expiry date of 4 years from the date the Fair Work Commission approves the agreement.

3. Catalyst will ensure a copy of these undertakings is made available to employees covered by the agreement and a copy is attached to any copy of the agreement provided to employees or made available in the workplace.

18 December 2014

Signed on behalf of Catalyst Recruitment Services Pty Ltd

Name Robert Malpass

Address 90 Welshpool Road Welshpool WA 6106

Position/Capacity: IR/ER Manager

A person duly authorised to give this undertaking on behalf of the employer

