



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Trojan Recruitment Group Pty Ltd
(AG2018/5504)

TROJAN WORKFORCE LABOUR SOLUTIONS AGREEMENT 2014

Miscellaneous

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 9 NOVEMBER 2018

Application for variation of the Trojan Workforce Labour Solutions Agreement 2014.

[1] An application has been made for approval of a variation to the *Trojan Workforce Labour Solutions Agreement 2014* (the Agreement). The application was made by Trojan Recruitment Group Pty Ltd pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[5] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 17 February 2015. Those undertakings form part of the Agreement as varied.

[6] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[7] In accordance with s.216 of the Act, the variation operates from 9 November 2018.



DEPUTY PRESIDENT

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Trojan Workforce Labour Solutions Agreement 2014

AG2014/8989

Variation Document

September 2018

1. The wording above cl. 1, which reads:

If you are reading this Agreement it means that you are now on our Candidate Register and are being considered for an Assignment Opportunity with one of our Clients.

If you are placed with one of our Clients, you will, for the duration of the Assignment, be an Employee of Trojan and this Agreement outlines the terms and conditions of that employment.

Please read this Agreement carefully.

Is deleted.

2. Clause 4.1 which reads:

4.1 *The Agreement will commence operating seven days after the approval of the Fair Work Commission and will have a nominal expiry date of 17 August 2018.*

Is amended to read:

4.1 *The Agreement will commence operating seven days after the approval of the Fair Work Commission and will have a nominal expiry date of 17 February 2019.*

3. Clauses 6.6, 6.7 and 6.8 which read:

6.6 *Trojan is committed to ensuring compliance with the Federal, Building and Construction Industry (Fair and Lawful Building Sites) Code 2014 (the Code) as amended and/or replaced from time to time.*

6.7 *This includes ensuring that this Agreement does not contain clauses that:*

- (a) limit Trojan from managing its business or improving productivity;*
- (b) discriminate or have the effect of discriminating against certain persons, classes of employees or subcontractors; or*
- (c) are inconsistent with freedom of association requirements set out in the Code.*

6.8 *If a clause in this Agreement is deemed to be inconsistent with the Code it will have no effect to the extent of the inconsistency.*

are deleted

4. The second sentence of clause 10.1 h) which currently reads:

Any recommendations, determinations, orders or decisions of the Fair Work Commission must be made in accordance with the Code as amended and/or replaced from time to time.

is amended to read:

Any recommendations, determinations, orders or decisions of the Fair Work Commission must be consistent with the Code for the Tendering and Performance of Building Work 2016 as amended and/or replaced from time to time.

5. Clause 12.1 which currently reads:

12.1 When you are on an Assignment, you are always employed as a Casual Employee; a Casual Loading is paid as defined in the relevant modern award as noted in "Schedule A" of this Agreement. The loading is in lieu of most leave entitlements in accordance with the legislation.

Is amended to read

12.1 Casual employees will be paid a Casual Loading as defined in the relevant modern award as noted in "Schedule A" of this Agreement. The loading is in lieu of most leave entitlements in accordance with the legislation.

6. Clause 12.2 which currently reads:

12.2 Depending on which Client you are placed with, your minimum terms and conditions of employment will be regulated by the relevant modern award in "Schedule A" or any other award that may have applied that covers the Client and that is related to the type of work you will be performing on the Assignment. The modern awards in "Schedule A" do not include any future amendments other than wage rates, allowances or any other monetary increases.

Is amended to read

12.2 Your minimum terms and conditions of employment will be regulated by the relevant modern award in "Schedule A" The modern awards in "Schedule A" do not include any future amendments other than wage rates, allowances or any other monetary increases.

7. Clause 14.4 is amended by the deletion of the words "as a Casual Employee" as shown:

14.4 If you accept the Assignment Opportunity you will become employed by Trojan ~~as a Casual Employee~~. This employment continues until the Assignment ends.

8. Clause 15.4 is amended by the deletion of the second sentence, as shown:

15.4 We do our best to make sure you are on Assignment all the time but we cannot guarantee Assignments will always be available. ~~For this reason, Casual Employment is the only form of employment we can enter into with an on-hire employee.~~

9. Clause 15.5, which reads:

15.5 If you are assigned to a Client who has an Agreement in place that says that all casuals are to be paid as per the Client Site Agreement, then your pay may be matched to the Client Site Agreement for that Assignment depending on the terms and conditions of the arrangement with our Client.

Is deleted

10. In Schedule A, in the column headed "Included Clauses", each occurrence of the following form of words:

Trojan Flexibility Allowance of 1% on ordinary hours applies...

Is amended by the addition of the words "to Casual employees", as follows:

Trojan Flexibility Allowance of 1% on ordinary hours applies to Casual employees ...

SIGNATURES

For Trojan Recruitment Group

Signature: 

Date: 27/9/2018

Signatory Name: Jade Watson

Signatory Address: 22 Bridge Road Glebe NSW 2037

Basis of Signatory's authority to sign: Representative of Company

(*Eg "As a director of each of the companies covered by the Agreement" or "as a representative of each of the companies covered by the Agreement and duly authorised by the Directors to sign on behalf of each company".)

For THE EMPLOYEES: (per state)

NSW Western Sydney

Signature: *J Sinclair*.....

Date: 26/09/18.....

Signatory Name: James Sinclair.....

Signatory Address: 23/1 Goulburn St Warwick Farm NSW 2170.....

Basis of Signatory's authority to sign*...Employee Representative.....

NSW Newcastle

Signature: *Mark O'Connor*

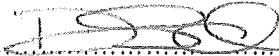
Date: 26/9/18

Signatory Name: MARK O'CONNOR

Signatory Address: 79 AVENUE OF THE ALLIES, TANILBA BAY 2319

Basis of Signatory's authority to sign* EMP rep

QLD

Signature: 

Date: 26/9/18

Signatory Name: DEBRA ASPDEN

Signatory Address: 45 THE LANDINGS, UPPER COOMERA

Basis of Signatory's authority to sign* EMPLOYEE REPRESENTATIVE

Victoria

Signature: J Moore

Date: 26-9-18

Signatory Name: Jennifer Moore

Signatory Address: 16 Ross St Huntingdale 3166

Basis of Signatory's authority to sign* emp rep

Western Australia

Signature:..... *[Handwritten Signature]*.....

Date:..... 26/09/2018.....

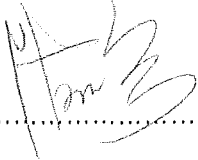
Signatory Name:..... Mannu George.....

Signatory Address:..... 8/56 Spencer Avenue, Yokine 6060.....

Basis of Signatory's authority to sign*..... Representative *[Handwritten Signature]*.....

(*Eg "As an employee covered by the agreement and elected by the other employees on <insert date> to sign on their behalf".)

South Australia

Signature: ✓ 

Date: 25/9/18

Signatory Name: MINTON (AED)

Signatory Address: 10 MILNE ST VALE PARK SA

Basis of Signatory's authority to sign* Employee

Fair Work Australia

AG2018/5504 - Application for Approval of a Variation to the Trojan Workforce Labour Solutions Agreement 2014

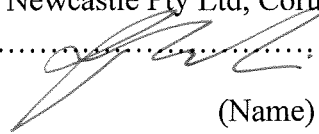
UNDERTAKINGS

On behalf of Trojan Recruitment Group Pty Ltd, Trojan Workforce No 4 Pty Ltd, Industrial Services Parramatta Pty Ltd, Industrial Services Alexandria Pty Ltd, Industrial Services Wyong Pty Ltd, Industrial Services Newcastle Pty Ltd, Corus People Solutions Pty Ltd and Workforce Staff Solutions Pty Ltd undertakings are hereby given as follows:

1. The Varied Agreement will apply to all labour hire employees engaged to perform work at any Trojan Recruitment Group client site in Australia.
2. Clause 3.1 (a) of the Varied Agreement will not be taken to limit the application of the Varied Agreement only to casual employees, nor to restrict the employment or engagement of persons by reference to the type of contractual arrangement that is, or may be, offered by the employer.

These undertakings are given under s. 212 of the *Fair Work Act 2009* (Cth) and I understand that they will be taken to be terms of the Agreement pursuant to s. 213 of the Act.

Signed for Trojan Recruitment Group Pty Ltd, Trojan Workforce No 4 Pty Ltd, Industrial Services Parramatta Pty Ltd, Industrial Services Alexandria Pty Ltd, Industrial Services Wyong Pty Ltd, Industrial Services Newcastle Pty Ltd, Corus People Solutions Pty Ltd and Workforce Staff Solutions Pty Ltd:.....


(Name) Peter Melki
(Position) CEO
Date: 30/10/18



Trojan Workforce Labour Solutions Agreement 2014



1. Arrangements

This agreement is arranged as follows:

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PART 1 – OPERATION OF THE AGREEMENT

2. Title

2.1 This Agreement is called the 'Trojan Workforce Labour Solutions Agreement 2014' (**the Agreement**).

3. Coverage and application

3.1 This agreement binds:

- (a) all employees engaged as casual labour hire employees to perform work at any Trojan Recruitment Group client site in Australia; and
- (b) the following Trojan companies:

Company Name	ABN
Trojan Workforce No 4 Pty Ltd	44 096 722 959
Industrial Services Parramatta Pty Ltd	86 111 974 157
Industrial Services Alexandria Pty Ltd	88 111 974 166
Industrial Services Wyong Pty Ltd	84 111 974 148
Industrial Services Newcastle Pty Ltd	82 111974 139
Corus People Solutions Pty Ltd	96 111 989 603
Workforce Staff Solutions Pty Ltd	80 087 266 733

4. Date and period of operation

4.1 The Agreement will commence operating seven days after the approval of the Fair Work Commission and will have a nominal expiry date of 17 February 2019.

5. Agreement to be available

5.1 You will always be able to have a copy of our Agreement upon request from your Trojan Office.

6. Agreement objectives

6.1 Trojan has over 20 years' experience in the recruitment industry. Trojan matches the labour needs of its Clients with the employment needs of our Candidates.

6.2 This activity is known as 'On – Hire' Employment and is our core business activity.

6.3 'On – Hire' means that we 'Assign' you to our Clients workplace for a period of time.

6.4 The Trojan Team works hard to serve and grow our Client base.

6.5 Our service to our Clients is the act of meeting their labour need with the best Candidate we can; you. You are our product; placing you with a Client for an Assignment is a service we provide and we believe in providing the very best service to our Clients.

7. Relationship to the modern awards and the National Employment Standards

- 7.1 This Agreement incorporates the terms of the modern awards listed in “**Schedule A**” as in force at the date this Agreement commenced operation and as amended from time to time and the National Employment Standards.
- 7.2 Where there is any inconsistency between the term in this Agreement and a term of the applicable modern award, the term in this Agreement shall prevail to the extent of the inconsistency.

PART 2 – FLEXIBILITY IN THE ON HIRE CONTEXT, CONSULTATION AND DISPUTE RESOLUTION

8. Flexible arrangements

- 8.1 Notwithstanding any other provision of this Agreement, Trojan and an employee may agree to make an individual flexibility arrangement (IFA) to vary the effects of terms of the agreement.
- 8.2 Trojan and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Trojan and the individual employee. The terms Trojan and the individual employee may agree to vary the effect of are those dealing with:
 - (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading.
- 8.3 The purpose of an IFA is to allow the parties to enter into arrangements varying the terms of this Agreement to suit individual circumstances.
- 8.4 Trojan will ensure that an IFA entered into under this Agreement will result in the employee being better off overall than the employee would have been if no IFA was made. Whether an employee is better off overall can include financial and / or non-financial benefits.
- 8.5 Trojan will ensure that an IFA made under this Agreement will:
 - (a) be in writing, name the parties to the agreement and be signed by Trojan and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - (b) state each term of this Agreement that Trojan and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between Trojan and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 8.6 Except as provided in clause 8.5 above the agreement must not require the approval or consent of a person other than Trojan and the individual employee.
- 8.7 Where the employee’s understanding of written English is limited Trojan will take reasonable steps to ensure the employee understands the agreement, including translation into an appropriate language if required.
- 8.8 The agreement may be terminated:
 - (a) Trojan or the individual employee giving 28 days’ (or as amended from time to time in the *Fair Work Act 2009* (Cth) or *Fair Work Regulations 2009* (Cth)) notice of termination in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

- (b) At any time, by written agreement between Trojan and the individual employee.

9. Consultation

- 9.1 Trojan acknowledges that effective early consultation on major technological and work organisational change maximise the benefits of the change on the business and employees.
- 9.2 Where Trojan has made a definite decision to introduce change(s) in organisational structure(s), work methods or practices or technology (including computer hardware and software) that are likely to have significant effects on employees and/or the business, Trojan will notify the affected employees before implementation of the proposed change(s).
- 9.3 “**Significant effects**” include the termination of employment of employees, major changes in the composition, operation or size of the workforce or the skills required of the employees, the elimination or diminution of job opportunities (including opportunities for promotion opportunities or job tenure), the alteration of hours of work (excluding regular rostered changes), the need for retraining or the transfer of employees to other work locations and the restructuring of jobs. Provided that where this agreement by incorporated or expressed terms makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 9.4 Consultation and communication will include, but may not necessarily be limited to:
 - Trojan giving reason(s) for the change from the existing technology, system(s), practice or organisation;
 - (a) The measures taken (or to be taken) by Trojan to avert or mitigate the possible adverse effects and to address matters raised by the employee(s);
 - (b) Training, retraining, skill or qualification requirements; and
 - (c) Assessing the availability of required skills.

The employer’s duty to discuss change

- 9.5 Discussions with employees affected will commence as soon as practicable after a definite decision has been made.
- 9.6 For the purposes of such discussions, Trojan will communicate to the employees concerned 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 the employees, provided that Trojan is not required to disclose confidential information, the disclosure of which would be harmful to the interests of its business.
- 9.7 Trojan will consult the employees to whom the agreement applies about:
 - (a) a change to their regular roster or ordinary hours of work.
- 9.8 For a change to the employees' regular roster or ordinary hours of work, Trojan will:
 - (a) provide information to the employees about the change; and
 - (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the employees about the impact of the change.

10. Dispute resolution procedure

- 10.1 Any dispute that arises in the workplace in relation to this Agreement or the NES will be dealt in the following manner:

Complaint process

- (a) In the first instance and where appropriate, the employee should attempt to resolve the complaint through their Consultant/Account Manager at Trojan.
- (b) The Consultant/ Account Manager will do their best to resolve the matter promptly.
- (c) If this does not resolve the matter, the matter must be referred to the Branch Manager as soon as reasonably possible.
- (d) The employee may need to meet with the Branch Manager. The employee can request the assistance of any outside party for advice and a support person can attend the meeting. The Branch Manager will do their best to address the complaint promptly.
- (e) If the complaint is still not resolved, the matter will be referred to the State Manager by the Branch Manager as soon as possible. The employee may need to meet with the State Manager. The employee may request the assistance of any outside party for advice and a support person can attend the meeting.
- (f) The Branch Manager will do their best to address the complaint in a timely manner.
- (g) If the complaint is still not resolved, the parties can seek assistance from the Trojan National Office. The National Office will do their best to address your complaint in a timely manner.
- (h) After all of these steps are exhausted, if the complaint is still not resolved the parties can agree to seek assistance through the Fair Work Commission by means of conciliation and/or mediation (but not arbitration). Any recommendations, determinations, orders or decisions of the Fair Work Commission must be consistent with the Code for the Tendering and Performance of Building Work 2016 as amended and/or replaced from time to time.

10.2 An employee can raise a complaint verbally or in writing.

10.3 Please do not inform the Client you are placed with about the complaint you have.

10.4 At any time during this process you can seek advice or representation from a support person.

10.5 Until the complaint is resolved, work will continue normally as it was before the complaint arose.

**Please note the exception is if there is an WH&S issue please raise this immediately to be addressed*

PART 3 – WAGES, PERFORMANCE, RESPONSIBILITIES AND RELATED MATTERS

11. Rates of pay

11.1 Employees will be paid the applicable rate of pay for work performed for their classification as derived and defined in the relevant modern award listed in “**Schedule A**”.

11.2 The rate of pay will be increased in accordance with the national minimum wage order made in the annual wage review by the Fair Work Commission effective from 1 July each year for the duration of this Agreement.

12. Other employment conditions

- 12.1 Casual employees will be paid a Casual Loading as defined in the relevant modern award as noted in “**Schedule A**” of this Agreement. The loading is in lieu of most leave entitlements in accordance with the legislation.
- 12.2 Your minimum terms and conditions of employment will be regulated by the relevant modern award in “**Schedule A**” The modern awards in “**Schedule A**” do not include any future amendments other than wage rates, allowances or any other monetary increases.
- 12.3 In addition, any other terms and conditions of Employment are governed as required by legislation, for example, the Superannuation Guarantee Act.
- 12.4 In the unlikely event that you are on an Assignment with a Client where no Modern Award exists, your terms and conditions of employment will be governed by the relevant legislation, including the National Employment Standards (NES) that apply to all Australian employees. Information on this will be given to you at the time of your Assignment offer.

13. Meeting the needs of our Clients

- 13.1 Our Clients usually, but not always, tell us how long they anticipate they will need our Services; meaning you. This information is made available to the on-hire employee at the start of the Assignment.
- 13.2 If the likely length of the Assignment changes, we will advise the on-hire employee as soon as we are advised by our Client.

14. About The Candidate Register

- 14.1 Once you are on our Candidate Register, we work hard to match you with one of our Clients for an Assignment Opportunity.
- 14.2 As soon as we have an Assignment Opportunity for you to consider, we will notify you. If any of your details have changed since enrolling on our register, you should inform us immediately.
- 14.3 You can accept or reject the Assignment Opportunity at your discretion.
- 14.4 If you accept the Assignment Opportunity you will become employed by Trojan. This employment continues until the Assignment ends.
- 14.5 Once the Assignment ends, you will be automatically placed back on our Candidate Register and we will work hard to match you with one of our Clients for another Assignment. If you do not wish to be placed on the Candidate Register you must tell us.

15. About on – hire employment

- 15.1 Our Clients choose our services at their discretion. You can also choose to participate or not in an Assignment at your discretion.
- 15.2 This means that there is an element of uncertainty for the Client, for Trojan and for you in any Assignment Opportunity.

15.3 Please note that on-hire employment suits certain people at certain periods of their working life; if you are seeking absolute certainty and guaranteed permanent employment right now then on-hire employment may not be suitable.

15.4 We do our best to make sure you are on Assignment all the time but we cannot guarantee Assignments will always be available.

15.5

16. Your responsibilities and our expectations

16.1 At the time of accepting an Assignment Opportunity we will inform you of the particular job description, safety and policy requirements and other special needs of the Client. Work Health and Safety policies and procedures of Trojan's must be complied with at all times. In addition, our Client may require other matters such as a criminal check or a medical examination/hearing tests. If you will not agree to meet the needs of the Client we ask that you advise us, not our Client, as soon as possible.

16.2 At the time of commencing your Assignment you may be required to complete an Induction Program, sign a Confidentiality Agreement and conform with other processes particular to the Client's business activity. Confidentiality of our Client's information is very important to us and we ask that you give this matter your full attention. If you are concerned about these processes we ask that you advise us, not our Client, as soon as you can.

16.3 During your Assignment, we ask that, to the best of your ability, you perform your work and conduct yourself in a manner that reflects positively on Trojan as well as on you. We ask that you work as directed by our Client and demonstrate respect for their business, workforce and property.

16.4 During your Assignment, if our Client offers you any form of employment please notify us. You are able to accept any employment offers at your discretion; however, it is your responsibility to advise us immediately.

16.5 During your Assignment, if you are injured at work or on the way to or from work, we ask that you advise us as soon as you can. We have comprehensive injury response and management procedures and are proud of our good track record in this area.

16.6 During your Assignment, if you are unable to attend work on any day, we ask that you advise us as soon as you can. This is so we can quickly find a replacement candidate to temporarily fill your Assignment. Your co-operation in this regard ensures that the Client is not inconvenienced and remains happy with our services.

16.7 During your Assignment, we require that you lodge your authorised timesheets (as instructed by us) to ensure we can pay you on time. In the event that we make a mistake and underpay you, we will correct the mistake in full as soon as we can. In the event that we overpay you, we will advise you and deduct the overpayment so as not to cause undue hardship on you.

17. Our responsibilities

17.1 When you are on our Candidate Register but not on an Assignment, we still see you as part of our team. When you are not on an Assignment we will be doing our best to find you Assignment Opportunities and we will communicate with you as best we can about these efforts.

17.2 You will be kept on our Candidate Register unless:

- (a) we don't hear from you for 6 months;
- (b) you advise us you are no longer interested in seeking work; or
- (c) you ask us to remove your details from the register.

- 17.3 If you have been on an Assignment with our Clients regularly and consistently in the long term (2 years or more) then you will be automatically be classified as a 'Rating 1 Candidate'. Rating 1 Candidates, when not on an Assignment, are prioritised over other Candidates on the Register for Assignment Opportunities, providing all other things (suitability for Assignment) are equal.
- 17.4 When you are on an Assignment, you are our Employee and as such we have responsibilities to you. These include ensuring that all of your entitlements are paid to you as well as ensuring that the Client we place you with offers a safe working environment for you. Our team of Managers will always do their best to ensure that you are happy with your Assignment and that any issues are resolved promptly and to your satisfaction.
- 17.5 Your pay will be made on a weekly basis only upon receipt of your authorised timesheet, by Electronic Funds Transfer or any other method as required to pay you promptly.

18. SCHEDULE A

LIST OF MODERN AWARDS

This list of modern awards reflect those that currently apply and cover employees as defined in clause 3 of this Agreement and those that Trojan may apply in the foreseeable future.

Award Number	Award Name	Excluded Clauses, provided that minimum engagement rules are not intended to be excluded and therefore still apply.	Included Clauses
1	Aboriginal Community Controlled Health Services Award 2010	n/a	n/a
2	Aged Care Award 2010	n/a	n/a
3	Aircraft Cabin Crew Award 2010	n/a	n/a
4	Airline Operations – Ground Staff Award 2010	n/a	n/a
5	Airport Employees Award 2010	n/a	n/a
6	Aluminium Industry Award 2010	n/a	n/a
7	Ambulance and Patient Transport Industry Award 2010	n/a	n/a
8	Amusement, Events and Recreation Award 2010	n/a	n/a
9	Aquaculture Industry Award 2010	n/a	n/a
10	Architects Award 2010	n/a	n/a
11	Asphalt Industry Award 2010	10.4 (e)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
12	Banking, Finance and Insurance Award 2010	n/a	n/a
13	Black Coal Mining Industry Award 2010	10.1 (c)	n/a
14	Building and Construction General On-site Award 2010	14.8	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
15	Business Equipment Award 2010	n/a	n/a
16	Car Parking Award 2010	n/a	n/a
17	Cement and Lime Award 2010	10.7	Trojan Flexibility Allowance of 1%

			on ordinary hours applies to casual employees after 6 months employment with Trojan.
18	Cemetery Industry Award 2010 10.3 Casual Employment	n/a	n/a
19	Children's Services Award 2010	10.5 (c)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees.
20	Cleaning Services Award 2010	12.5 but not 12.5 (a)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees.
21	Clerks – Private Sector Award 2010	n/a	n/a
22	Coal Export Terminals Award 2010	n/a	n/a
23	Commercial Sales Award 2010	n/a	n/a
24	Concrete Products Award 2010	11.6	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
25	Contract Call Centres Award 2010	n/a	n/a
26	Cotton Ginning Award 2010	10.4 (c) 10.5	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
27	Dredging Industry Award 2010	10.4 (a) 10.4 (c)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 4 weeks employment with Trojan.
28	Dry Cleaning and Laundry Industry Award 2010	n/a	n/a
29	Educational Services (Post-Secondary Education) 2010	n/a	n/a
30	Educational Services (Schools) General Staff Award 2010	n/a	n/a
31	Educational Services (Teachers) Award 2010	10.5 (a) 10.5 (b)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 4 weeks employment with Trojan.
32	Electrical, Electronic and Communications Contracting Award 2010	10.3 (e)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
33	Electrical Power Industry Award 2010	n/a	n/a
34	Fitness Industry Award 2010	n/a	n/a
35	Food, Beverage and Tobacco Manufacturing Award 2010	13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
36	Gardening and Landscaping Services Award 2010	n/a	n/a
37	Gas Industry Award 2010	n/a	n/a
38	General Retail Industry Award 2010	n/a	n/a

39	Graphic Arts, Printing and Publishing Award 2010	12.5	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
40	Health Professionals and Support Services Award 2010	n/a	n/a
41	Higher Education Industry –Academic Staff – Award 2010	n/a	n/a
42	Higher Education Industry –General Staff – Award 2010	12.2 12.3 12.4 12.5 12.6 12.7	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
43	Horticulture Award 2010	n/a	n/a
44	Hospitality Industry (General) Award 2010	13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
45	Joinery and Building Trades Award 2010	12.7 12.8	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
46	Labour Market Assistance Industry Award 2010	10.4 (a)	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees.
47	Legal Services Award 2010	n/a	n/a
48	Live Performance Award 2010	10.4 (d)	n/a
49	Local Government Industry Award 2010	n/a	n/a
50	Manufacturing and Associated Industries and Occupations Award 2010	14.4 14.5	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
51	Maritime Offshore Oil and Gas Award 2010	n/a	A casual employee is one engaged and paid as such. A casual employee will be paid the hourly rate of pay for the relevant classification plus a loading of 25%, calculated on the base rate of pay. Casual loading is paid instead of entitlements which by virtue of the NES do not apply to casual employees. The minimum payment for a casual employee will be for four hours on any one day that the employee is required to work
52	Market and Social Research Award 2010	n/a	n/a
53	Meat Industry Award 2010	15.7	n/a
54	Medical Practitioners Award 2010	n/a	n/a

55	Mining Industry Award 2010	n/a	n/a
56	Miscellaneous Award 2010	n/a	n/a
57	Mobile Crane Hiring Award 2010	10.4	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
58	Nursery Award 2010	n/a	n/a
59	Oil Refining and Manufacturing Award 2010	10.3 (a)	n/a
60	Passenger Vehicle Transportation Award 2010	n/a	n/a
61	Pastoral Award 2010	10.4 (e)	n/a
62	Pest Control Industry Award 2010	n/a	n/a
63	Pharmaceutical Industry Award 2010	n/a	n/a
64	Pharmacy Industry Award 2010	n/a	n/a
65	Plumbing and Fire Sprinklers Award 2010	14	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
66	Port Authorities Award 2010	n/a	n/a
67	Ports, Harbours and Enclosed Water Vessels Award 2010	10.3 (c)	n/a
68	Poultry Processing Award 2010	n/a	n/a
69	Premixed Concrete Award 2010	10.6	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
70	Professional Employees Award 2010	n/a	n/a
71	Quarrying Award 2010	13.4 13.5	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
72	Racing Clubs Events Award 2010	13.4	n/a
73	Racing Industry Ground Maintenance Award 2010	n/a	n/a
74	Rail Industry Award 2010	n/a	n/a
75	Registered and Licensed Clubs Award 2010	10.5 (c) 10.6	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
76	Restaurant Industry Award 2010	13.3	n/a
77	Road Transport and Distribution Award 2010	12.6	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.

78	Road Transport (Long Distance Operations) Award 2010	n/a	n/a
79	Salt Industry Award 2010	n/a	n/a
80	Seafood Processing Award 2010	n/a	n/a
81	Seagoing Industry Award 2010	n/a	A casual employee is one engaged and paid as such. A casual employee will be paid the hourly rate of pay for the relevant classification plus a loading of 25%, calculated on the base rate of pay. Casual loading is paid instead of entitlements which by virtue of the NES do not apply to casual employees. The minimum payment for a casual employee will be for four hours on any one day that the employee is required to work
82	Security Services Industry Award 2010	n/a	n/a
83	Social, Community, Home Care and Disability Services Industry Award 2010	n/a	n/a
84	Sporting Organisations Award 2010	13.3	n/a
85	State Government Agencies Administration Award 2010	n/a	n/a
86	Stevedoring Industry Award 2010	n/a	n/a
87	Storage Services and Wholesale Award 2010	n/a	n/a
88	Sugar Industry Award 2010	11.4, 11.5	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
89	Supported Employment Services Award 2010	n/a	n/a
90	Surveying Award 2010	n/a	n/a
91	Telecommunications Services Award 2010	n/a	n/a
92	Textile, Clothing, Footwear and Associated Industries Award 2010	14.1 14.6 14.10	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
93	Timber Industry Award 2010	n/a	n/a
94	Vehicle Manufacturing, Repair, Services and Retail Award 2010	13.3 13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 6 months employment with Trojan.
95	Water Industry Award 2010	n/a	n/a

96	Wine Industry Award 2010	13.5 13.6	Trojan Flexibility Allowance of 1% on ordinary hours applies to casual employees after 12 months employment with Trojan.
97	Wool Storage, Sampling and Testing Award 2010	n/a	n/a

Signatures

Company signatory

DATED

.....
EMPLOYER

.....
WITNESS

Employees' signatory

DATED

.....
SIGNATURE

.....
WITNESS

I am an Employee who has taken part in the process, and I am happy to sign the agreement on behalf of other staff.



Commissioner Bull
 Fair Work Commission
 80 William Street
 East Sydney NSW 2000

6 February 2015

Dear Commissioner

AG2014/8989
Trojan Workforce Labour Solutions Agreement 2014

In accordance with section 190 of the *Fair Work Act 2009* (Cth), we provide the following undertaking in respect of the *Trojan Workforce Labour Solutions Agreement 2014* (**Agreement**).

That following clause 11.2 of the Agreement, clause 11.3 be added as follows:

11.3 For the duration of this Agreement, Trojan will pay employees a rate of pay that is at least \$0.01c per hour greater than the rates of pay derived from clauses 11.1 and 11.2.

That the list of incorporated modern awards listed in Schedule A of the Agreement be replaced with the following list:

LIST OF MODERN AWARDS

This list of modern awards reflect those that currently apply and cover employees as defined in clause 3 of this Agreement and those that Trojan may apply in the foreseeable future.

Award Number	Award Name	Excluded Clauses, provided that minimum engagement rules are not intended to be excluded and therefore still apply.	Included Clauses
1	Aboriginal Community Controlled Health Services Award 2010	n/a	n/a
2	Aged Care Award 2010	n/a	n/a
3	Aircraft Cabin Crew Award 2010	n/a	n/a

4	Airline Operations – Ground Staff Award 2010	n/a	n/a
5	Airport Employees Award 2010	n/a	n/a
6	Aluminium Industry Award 2010	n/a	n/a
7	Ambulance and Patient Transport Industry Award 2010	n/a	n/a
8	Amusement, Events and Recreation Award 2010	n/a	n/a
9	Aquaculture Industry Award 2010	n/a	n/a
10	Architects Award 2010	n/a	n/a
11	Asphalt Industry Award 2010	10.4 (e)	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
12	Banking, Finance and Insurance Award 2010	n/a	n/a
13	Black Coal Mining Industry Award 2010	10.1 (c)	n/a
14	Building and Construction General On-site Award 2010	14.8	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
15	Business Equipment Award 2010	n/a	n/a
16	Car Parking Award 2010	n/a	n/a
17	Cement and Lime Award 2010	10.7	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
18	Cemetery Industry Award 2010 10.3 Casual Employment	n/a	n/a
19	Children's Services Award 2010	10.5 (c)	Trojan Flexibility Allowance of 1% on ordinary hours applies.
20	Cleaning Services Award 2010	12.5 but not 12.5 (a)	Trojan Flexibility Allowance of 1% on ordinary hours applies.
21	Clerks – Private Sector Award 2010	n/a	n/a
22	Coal Export Terminals Award 2010	n/a	n/a
23	Commercial Sales Award 2010	n/a	n/a
24	Concrete Products Award 2010	11.6	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
25	Contract Call Centres Award 2010	n/a	n/a
26	Cotton Ginning Award 2010	10.4 (c) 10.5	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
27	Dredging Industry Award 2010	10.4 (a) 10.4 (c)	Trojan Flexibility Allowance of 1% on ordinary hours applies after 4 weeks employment with Trojan.

28	Dry Cleaning and Laundry Industry Award 2010	n/a	n/a
29	Educational Services (Post-Secondary Education) 2010	n/a	n/a
30	Educational Services (Schools) General Staff Award 2010	n/a	n/a
31	Educational Services (Teachers) Award 2010	10.5 (a) 10.5 (b)	Trojan Flexibility Allowance of 1% on ordinary hours applies after 4 weeks employment with Trojan.
32	Electrical, Electronic and Communications Contracting Award 2010	10.3 (e)	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
33	Electrical Power Industry Award 2010	n/a	n/a
34	Fitness Industry Award 2010	n/a	n/a
35	Food, Beverage and Tobacco Manufacturing Award 2010	13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
36	Gardening and Landscaping Services Award 2010	n/a	n/a
37	Gas Industry Award 2010	n/a	n/a
38	General Retail Industry Award 2010	n/a	n/a
39	Graphic Arts, Printing and Publishing Award 2010	12.5	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
40	Health Professionals and Support Services Award 2010	n/a	n/a
41	Higher Education Industry –Academic Staff – Award 2010	n/a	n/a
42	Higher Education Industry –General Staff – Award 2010	12.2 12.3 12.4 12.5 12.6 12.7	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
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44	Hospitality Industry (General) Award 2010	13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
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47	Legal Services Award 2010	n/a	n/a
48	Live Performance Award 2010	10.4 (d)	n/a
49	Local Government Industry Award 2010	n/a	n/a

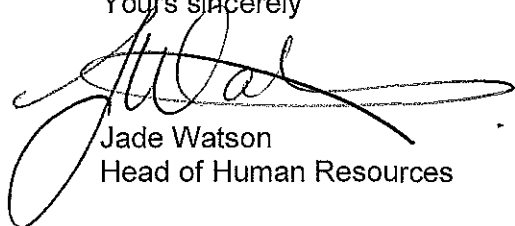
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54	Medical Practitioners Award 2010	n/a	n/a
55	Mining Industry Award 2010	n/a	n/a
56	Miscellaneous Award 2010	n/a	n/a
57	Mobile Crane Hiring Award 2010	10.4	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
58	Nursery Award 2010	n/a	n/a
59	Oil Refining and Manufacturing Award 2010	10.3 (a)	n/a
60	Passenger Vehicle Transportation Award 2010	n/a	n/a
61	Pastoral Award 2010	10.4 (e)	n/a
62	Pest Control Industry Award 2010	n/a	n/a
63	Pharmaceutical Industry Award 2010	n/a	n/a
64	Pharmacy Industry Award 2010	n/a	n/a
65	Plumbing and Fire Sprinklers Award 2010	14	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
66	Port Authorities Award 2010	n/a	n/a
67	Ports, Harbours and Enclosed Water Vessels Award 2010	10.3 (c)	n/a
68	Poultry Processing Award 2010	n/a	n/a
69	Premixed Concrete Award 2010	10.6	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
70	Professional Employees Award 2010	n/a	n/a

71	Quarrying Award 2010	13.4 13.5	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
72	Racing Clubs Events Award 2010	13.4	n/a
73	Racing Industry Ground Maintenance Award 2010	n/a	n/a
74	Rail Industry Award 2010	n/a	n/a
75	Registered and Licensed Clubs Award 2010	10.5 (c) 10.6	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
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83	Social, Community, Home Care and Disability Services Industry Award 2010	n/a	n/a
84	Sporting Organisations Award 2010	13.3	n/a
85	State Government Agencies Administration Award 2010	n/a	n/a
86	Stevedoring Industry Award 2010	n/a	n/a
87	Storage Services and Wholesale Award 2010	n/a	n/a
88	Sugar Industry Award 2010	11.4, 11.5	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
89	Supported Employment Services Award 2010	n/a	n/a
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91	Telecommunications Services Award 2010	n/a	n/a
92	Textile, Clothing, Footwear and Associated Industries Award 2010	14.1 14.6 14.10	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
93	Timber Industry Award 2010	n/a	n/a
94	Vehicle Manufacturing, Repair, Services and Retail Award 2010	13.3 13.4	Trojan Flexibility Allowance of 1% on ordinary hours applies after 6 months employment with Trojan.
95	Water Industry Award 2010	n/a	n/a
96	Wine Industry Award 2010	13.5 13.6	Trojan Flexibility Allowance of 1% on ordinary hours applies after 12 months employment with Trojan.
97	Wool Storage, Sampling and Testing Award 2010	n/a	n/a

We thank you for your attendance to and guidance through the approval process.

Yours sincerely



Jade Watson
Head of Human Resources

Fair Work Australia

AG2018/5504 - Application for Approval of a Variation to the Trojan Workforce Labour Solutions Agreement 2014

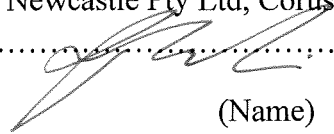
UNDERTAKINGS

On behalf of Trojan Recruitment Group Pty Ltd, Trojan Workforce No 4 Pty Ltd, Industrial Services Parramatta Pty Ltd, Industrial Services Alexandria Pty Ltd, Industrial Services Wyong Pty Ltd, Industrial Services Newcastle Pty Ltd, Corus People Solutions Pty Ltd and Workforce Staff Solutions Pty Ltd undertakings are hereby given as follows:

1. The Varied Agreement will apply to all labour hire employees engaged to perform work at any Trojan Recruitment Group client site in Australia.
2. Clause 3.1 (a) of the Varied Agreement will not be taken to limit the application of the Varied Agreement only to casual employees, nor to restrict the employment or engagement of persons by reference to the type of contractual arrangement that is, or may be, offered by the employer.

These undertakings are given under s. 212 of the *Fair Work Act 2009* (Cth) and I understand that they will be taken to be terms of the Agreement pursuant to s. 213 of the Act.

Signed for Trojan Recruitment Group Pty Ltd, Trojan Workforce No 4 Pty Ltd, Industrial Services Parramatta Pty Ltd, Industrial Services Alexandria Pty Ltd, Industrial Services Wyong Pty Ltd, Industrial Services Newcastle Pty Ltd, Corus People Solutions Pty Ltd and Workforce Staff Solutions Pty Ltd:.....


(Name) Peter Melki
(Position) CEO
Date: 30/10/18