

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/10

TITLE: Labour Co-operative Limited Local Council Services
Casual Employees Enterprise Agreement 2009

I.R.C. NO: EA9/10

DATE APPROVED/COMMENCEMENT: 13 March 2009 / 9 March 2009

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 27 March 2009

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to casual employees employed by Labour Co-operatives Limited and its subsidiaries located at 25/235 Darby Street Cooks Hill NSW 2300, who are undertaking work as part of the labour hire services provided by the employer to Local Councils within the State of NSW, who fall within the coverage of the Local Government (State) Award 2007.

PARTIES: Labour Co-Operative Ltd -&- the New South Wales Local Government, Clerical, Administrative,

Labour Co-operative Limited

and

United Services Union

Local Council Services Casual Employees Enterprise
Agreement
2009-2012

Table of Contents

1	THE AGREEMENT	3
1.1	TITLE	3
1.2	SHORT TITLE	3
1.3	DEFINITIONS	3
1.4	PARTIES TO AGREEMENT	3
1.5	COVERAGE OF AGREEMENT	3
1.6	DURATION OF AGREEMENT	4
1.7	RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS	4
1.8	OBJECTIVES OF AGREEMENT	4
1.9	JURISDICTION	5
2	TERMS AND CONDITIONS	5
2.1	NATURE OF EMPLOYMENT	5
2.2	HOURS OF WORK	5
2.3	CLASSIFICATIONS	6
2.4	REMUNERATION	6
2.5	OVERTIME	7
2.6	PENALTIES	8
2.7	ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES	10
2.8	PUBLIC HOLIDAYS	11
2.9	ANNUAL AND CARER'S/SICK LEAVE	11
2.10	PARENTAL LEAVE	11
2.11	LONG SERVICE LEAVE	11
2.12	SUPERANNUATION	11
2.13	GRIEVANCES AND DISPUTES	12
2.14	ANTI DISCRIMINATION	13
2.15	TERMINATION OF EMPLOYMENT	13
	Schedule 1	15

1 THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Labour Co-operative Limited Local Council Services Casual Employees Enterprise Agreement 2009-2012 ("the Agreement").

1.2 SHORT TITLE

This Agreement may also be known as the Labour Co-op Council Services Agreement.

1.3 DEFINITIONS

In this Agreement, the following words have the meaning as defined below:

Employer: means Labour Co-operative Limited and its subsidiaries.

Employee: means casual employees of the Employer who are undertaking work as part of the labour hire services provided by the Employer to Local Councils within the State of NSW.

Industrial Agreement: means a collective employee agreement, union agreement, enterprise agreement or the like, whether made under state or federal law, that is binding on a Local Council and covers employees of that Local Council.

Local Council: means Municipal, City, Shire, Regional, County Council or Council within NSW as defined in the *Local Government Act 1993 (NSW)*.

The Act: means *Industrial Relations Act 1996 (NSW)*

1.4 PARTIES TO AGREEMENT

(a) This Agreement is between:

(1) The Employer; and

(2) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (the USU).

(b) This Agreement is binding upon the Employer and its subsidiaries and the USU ("the Parties").

1.5 COVERAGE OF AGREEMENT

(a) This Agreement shall apply to Employees as defined in clause 1.3 of this Agreement only.

- (b) This Agreement shall have no application to any operations of the Employer other than those connected with labour hire services provided to Local Councils and shall not be used as a precedent within the Employer in any way.

1.6 DURATION OF AGREEMENT

- (a) This Agreement shall come into force on the date approved by the NSW Industrial Relations Commission and will remain in force for a period of three years from the date of approval.

1.7 RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- (a) This Agreement is intended to provide Employees with terms and conditions of employment consistent with terms and conditions provided to employees of Local Councils working in comparable positions. However, for the purposes of certainty and clarity, this Agreement will stand alone.
- (b) The terms and conditions of the *Local Government (State) Award 2007* (as varied or replaced) and any other applicable industrial award as in force from time to time and/or the terms and conditions of an Industrial Agreement between a Local Council, Local Council employees or an industrial association shall have no effect unless expressly referred to in this Agreement.

1.8 OBJECTIVES OF AGREEMENT

The Employer is a not for profit organisation that employs casual labour hire workers with the objective of using casual labour hire placement to secure permanent employment for those workers.

The fundamental objectives of this Agreement are:

- (a) To create certainty as to the terms and conditions of employment applicable to Employees;
- (b) To ensure pay equity by providing Employees with rates of pay that reflect the rates of pay provided to Local Council employees in comparable positions at the site or location where Employees are deployed;
- (c) To provide Employees with terms and conditions of employment consistent with the local government industry;
- (d) To preserve minimum pay and conditions of Employees in light of the competitive nature of the labour hire industry;
- (e) To respect and care for the environment in which we work;
- (f) To adhere to occupational health, safety and welfare obligations and principles; and

- (g) The avoidance of industrial action by following at all times the agreed disputes resolution procedures so as to develop a dispute free work site culture.

1.9 JURISDICTION

- (a) This Agreement is made under part 2 of the *Industrial Relations Act 1996 (NSW)* (the Act) pursuant to a referral agreement between the Parties made under section 146A of the Act.

2 TERMS AND CONDITIONS

2.1 NATURE OF EMPLOYMENT

- (a) Employees covered by this Agreement are employed on a causal basis.
- (b) Casual employment shall mean employment on a day to day basis.
- (c) Employees will be paid the applicable ordinary hourly rate set out in clause 2.4 of this Agreement for all ordinary hours worked.
- (d) Employees will receive a loading calculated on the ordinary hourly rate. The amount of casual loading will be determined by:
 - (1) The *Local Government (State) Award 2007* as varied or replaced; or
 - (2) The Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement.
- (e) As a guide, casual loading of the Employees will be consistent with the casual loading of the Local Council employees in comparable positions at the Local Council where the Employee is deployed to work.
- (f) Casual loading shall not attract any penalty. Casual loading shall be paid in lieu of all leave and severance pay. Casual loading is not payable on overtime.

2.2 HOURS OF WORK

- (a) The ordinary hours of work of the Employee will be:
 - (1) Determined in accordance with the “hours of work” provisions for ordinary hours of work as set out in the

Local Government (State) Award 2007 as varied or replaced; or

(2) Determined in accordance with the “hours of work” provisions for ordinary hours of work as set out in an Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement.

(b) As a guide, ordinary hours of the Employees will be consistent with the ordinary hours of the Local Council employees in comparable positions.

2.3 CLASSIFICATIONS

(a) Employee classifications may change depending where the Employee is deployed and the type of work undertaken by the Employee.

(b) For the purposes of determining the Employees’ remuneration, Employees will be classified in accordance with either:

(1) The *Local Government (State) Award 2007* as varied or replaced; or

(2) The Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement,

taking into account the Employee’s experience and skill level and the work undertaken by the Employee in a particular position.

2.4 REMUNERATION

(a) Employees will be paid by the hour.

(b) The Employees ordinary hourly rate will be determined in accordance with either:

(1) The *Local Government (State) Award 2007* as varied or replaced; or

(2) The Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement

(c) Where there is an Industrial Agreement in operation as noted in clause 2.4(b)(2), the monetary rates in the Industrial Agreement

will prevail over the monetary rates included in the *Local Government (State) Award 2007* as varied or replaced.

- (d) Employees will be advised of any changes to the applicable ordinary hourly rate.

2.5 OVERTIME

- (a) Overtime will be paid where an Employee works outside the ordinary hours of his/her position.
- (b) Overtime shall be paid at a rate of time and a half for the first 2 hours and double time thereafter.
- (c) Overtime worked on Saturday shall be paid at the rate of time and a half for the first 2 hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be paid at double time.
- (d) Overtime on Sunday shall be paid at a rate of double time.
- (e) An Employee who works overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift and does not have at least 10 consecutive hours off duty between those shifts shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay.
 - (1) If an Employee is instructed to resume work without having had 10 consecutive hours off duty, the employee shall be paid at double time ordinary rates until released from duty and then shall be entitled to a 10 hour break without loss of pay.

This subclause only applies to employees who are on call or called back to work;

- (A) For 4 hours or more;
 - (B) On consecutive days without having had a 10 hour break; or
 - (C) On more than one occasion during the day outside of the 4 hour period.
- (f) The Employee may be directed to work reasonable overtime. The Employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours having regard to:
 - (1) Any risk to occupational health and safety of the Employee and his/her co-workers;

- (2) The Employee's personal circumstances including family and carer's responsibilities;
 - (3) The needs of the workplace;
 - (4) Notice given by the Employer or Local Council of the requirement to work overtime and notice given by the Employee in refusing to work such overtime; and
 - (5) Any other matter.
- (g) If an Industrial Agreement operates at the Local Council where the Employee works and that Industrial Agreement provides for more beneficial overtime rates, then the Employee will be entitled to same, provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement. Other overtime time provisions that may be included in an Industrial Agreement such as time in lieu or overtime procedures and facilitative provisions shall not apply.

2.6 PENALTIES

Saturday and Sunday Penalties

- (a) Employees who work on Saturday and/or Sunday are entitled to the following penalty rates:
 - (A) Saturday: 25% penalty in addition to the ordinary hourly rate of pay;
 - (B) Sunday: 50% penalty in addition to the ordinary hourly rate of pay.
- (b) Employees working in the following functions shall attract a 50% penalty for Saturday work and a 100% penalty for Sunday work:
 - (1) Beach inspectors;
 - (2) Cleaning;
 - (3) Garbage;
 - (4) Mechanical Trades (Workshops);
 - (5) Parks and Reserves;
 - (6) Rangers and parking officers;
 - (7) Sanitary;
 - (8) Sewerage;

- (9) Sullage;
- (10) Waste; and
- (11) Water.

Shift Penalties

- (c) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.
- (d) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (e) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (f) Employees engaged in garbage, sanitary and sullage collection work or engaged at garbage tips and in cleaning offensive materials from gutters or storm water drains who receive an additional allowance for such work shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by clause 2.6(c).

- (g) An Employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 2.6(d) in lieu of the ordinary hours the Employee would otherwise be rostered to work.
- (h) An Employee's request must be in writing and must outline a period within which the arrangement is to be reviewed.
- (i) The Employer will not unreasonably withhold agreement to such a request.
- (j) Any such agreement shall not apply to new or vacant positions.
- (k) Where an Employee requests to work ordinary hours outside the relevant span of hours the Employer shall not be required to pay a shift penalty for the actual time worked.
- (l) Employees' commencement and/or finishing times may be altered in line with the operational requirements of the Employer and/or the Local Council where an Employee is deployed to work.
- (m) The Parties may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

Penalties in Other Industrial Agreements

- (n) If an Industrial Agreement operates at the Local Council where the Employee works and that Industrial Agreement provides for more beneficial penalty rates, then the Employee will be entitled to same, provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement. Other penalty rate provisions that may be included in an Industrial Agreement such as facilitative provisions shall not apply.

2.7 ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES

- (a) Employees will be provided with allowances, additional payments and expenses in accordance with:
 - (1) The relevant provisions of the *Local Government (State) Award 2007* as varied or replaced; or
 - (2) The relevant provisions of an Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement.
- (b) Where there is an Industrial Agreement in operation as noted in clause 2.7(a)(2), the allowances and additional payments and the Industrial Agreement will prevail over the allowances and

additional payments included in the *Local Government (State) Award 2007* as varied or replaced.

2.8 PUBLIC HOLIDAYS

- (a) The Employees shall have public holiday entitlements as set out in the;
 - (1) The relevant provisions of the *Local Government (State) Award 2007* as varied or replaced; or
 - (2) The relevant provisions of an Industrial Agreement that operates at the Local Council where the Employee works provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement.
- (b) Where there is an Industrial Agreement in operation as noted in clause 2.8(a)(2) the Employees will receive public holiday entitlements in accordance with the Industrial Agreement.

2.9 ANNUAL AND CARER'S/SICK LEAVE

- (a) Employees are not entitled to paid annual or paid carer's/sick leave.

2.10 PARENTAL LEAVE

- (a) Parental leave entitlements shall be dealt with in accordance with Part 4, Parental Leave of the Act.

2.11 LONG SERVICE LEAVE

- (a) Long service leave entitlements shall be dealt with in accordance with the *Long Service Leave Act 1955 (NSW)*.

2.12 SUPERANNUATION

- (a) Superannuation will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- (b) Superannuation will be paid on "ordinary time earnings" in accordance with Superannuation Guarantee Legislation.
- (c) The Employer will pay into a complying superannuation fund of the Employee's choosing. If the Employee does not elect a superannuation fund, contributions will be made into Australian Super.
- (d) If an Industrial Agreement operates at the Local Council where the Employee works and that Industrial Agreement provides for more beneficial superannuation contributions, then the

Employee will be entitled to same, provided that the work undertaken by the Employee fits within the classifications of the Industrial Agreement.

2.13 GRIEVANCES AND DISPUTES

The following procedure can be used to deal with a grievance between an Employee and the Employer or the Parties to the Agreement or any dispute in relation to the Employees' terms and conditions of employment under this Agreement:

Step 1: When a grievance or issue that may give rise to a dispute arises, the Employee and/or their representative and/or the USU will raise it, in writing, within a reasonable time by first discussing the grievance/dispute with the Employee's direct supervisor/manager.

The Employee and/or their representative may use the Grievance and Dispute Notification Form, at Schedule 1 of this Agreement, to bring the grievance or issue to the attention of the Employee's direct supervisor/manager.

Step 2: If the matter is unable to be resolved, the Employee and/or their representative and/or the USU will discuss any grievance/dispute with the Employer's representative.

Step 3: In the event of such discussions not resolving the grievance/dispute, the Employee and/or their representative and/or the USU may meet with the Employer and attempt to mediate the situation.

Step 4: Emphasis will be placed on an agreed settlement of the matter however, if the grievance/dispute remains unresolved, the parties may jointly agree to refer the matter to the NSW Industrial Relations Commission in accordance with the Act. A party may unilaterally refer the matter to the NSW Industrial Relations Commission in accordance with the Act provided that Step 1 to Step 3 have been followed. The Parties agree that in the event that a matter is referred to the NSW Industrial Commission under this clause then the Parties agree to confer on the NSW Industrial Relations Commission all the functions and powers available under the Act for resolution of the dispute.

Work to continue normally

Work shall continue as normal during the Grievance and Disputes Procedure.

2.14 ANTI DISCRIMINATION

- (a) It is the intention of the Parties to seek to achieve the objective of section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This include discrimination on the grounds of race, sex, martial status, disability, homosexuality, transgender identity, age and responsibilities ars a carer.
- (b) Parties and Employees have an obligation to:
 - (1) Take reasonable steps to ensure that the operation of the Agreement is not directly or indirectly discriminatory; and
 - (2) Comply with NSW and Commonwealth anti-discrimination legislation,
- (c) This clause does not create legal rights or obligations in addition to those imposed by such legislation.

2.15 TERMINATION OF EMPLOYMENT

- (a) The Employer shall give an Employee 1 hour's notice of its intention to terminate the Employee's employment.
- (b) The Employee shall give the Employer 1 hour's notice of his/her intention to terminate his/her employment.
- (c) In cases of serious misconduct, the Employer may summarily dismiss an Employee without notice or payment in lieu thereof.

SIGNED for and on behalf of USU
in the presence of:



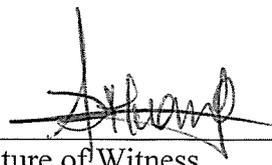
Signature

BEN CROSS

Name

Date 11 / 21 / 09

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Signature of Witness

Feng Yan Huang.

Name of Witness

SIGNED for and on behalf of LABOUR)
CO-OPERATIVE LTD and its subsidiaries)
in the presence of:)

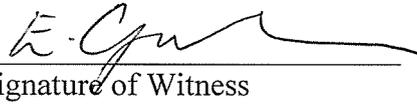


Signature

JEFF AIKEN

Name

Date 09 / 03 / 09



Signature of Witness

Emma Kate Gouschka

Name of Witness

