

IN THE FAIR WORK COMMISSION

Matter No: AM2016/15, AM2014/69, AM2014/89

Section 156 - Four Yearly Review of Modern Awards –Plain Language redrafting – *Cleaning Services Award 2010* and *Security Services Industry Award 2010*

SUBMISSION OF UNITED VOICE

1. This submission is in response to the Statement¹ made 9 November 2017 in relation to the plain language redrafting of the *Cleaning Services Award 2010* ('Cleaning Award') and the Statement² made 9 November 2017 in relation to the plain language redrafting of the *Security Services Industry Award 2010* ('Security Award').

CLEANING AWARD

2. In relations to Items 3-7 and 9, the Union does not make any further submissions at this stage. We refer to our submission dated 6 October 2017 ('initial submission') and our submission in reply dated 20 October 2017.

Item 8

3. Under the current award, casual employment is a specific type of employment with distinct characteristics including that it is intermittent or irregular or includes work of uncertain hours. Clause 12.5 of the current award states:

'Casual employees may only be engaged to perform work on an intermittent or irregular basis or to work uncertain hours or to replace a weekly employee who is rostered off or absent.'

4. The plain language draft retains the above definition in clause 11.2, but also includes clause 11.1. There is no direct equivalent to clause 11.1 in the current Cleaning Award.
5. The wording of clause 11.1 implies that casual employment is *also* a residual category of employment for those employees who do not fit the criteria for full time or part time employment. The Union has concerns clause 11.1 could potentially expand the category of casual employment under the Cleaning Award.

¹ [2017] FWC 5874

² [2017] FWC 5867

Item 36

6. We note the Commission's comments that temporary close down clauses may be affected by decisions relating to the *Black Coal Mining Industry Award 2010* ('Black Coal Award').
7. We further note that the close down provisions in awards including the Cleaning Award and the Security Award will be referred to a separate Full Bench.³
8. It is the Union's view that the issues we raised in our initial submission in relation to the length of the close down period and payment of public holidays during leave without pay are not inconsistent with recent decisions regarding the Black Coal Award.⁴
9. The Union will press our concerns during the appropriate proceedings.

SECURITY AWARD

10. In relations to Items 12-17, the Union does not make any further submissions at this stage. We refer to our initial submission dated 6 October 2017 and our submission in reply dated 20 October 2017.

Item 39

11. In regards to the supervision allowance, we note that ASIAL intends to make submissions regarding the provision of this allowance on a daily basis for casuals. The Union reserves our position on this issue, and we may seek an opportunity to comment on ASIAL's submissions.

Item 41

12. Further to our initial submission, we note the following regarding the relieving officer allowance:
13. The relieving officer allowance is paid on the basis that the employee, whilst in the position of relieving officer, is *available* to take shifts at short notice over a set period of time.
14. This is distinct from the allowance being paid per shift *actually worked* at short notice. The allowance is not paid on a daily basis per shift actually worked.
15. A full time employee is paid the relieving officer allowance on a weekly basis.
16. A part time employee may be paid the relieving officer allowance on a pro-rata basis in accordance with clause 10.4.

³ [2017] FWC 5861

⁴ [2017] FWCFB 5394, [2017] FWCFB 959

17. Full time and part time employees should not be appointed to the position of relieving officer for periods of less than one week.
18. In circumstances in which there is an immediate and short term (less than 7 days) need for a full time or part time employee to attend a shift that is not on their roster, the provisions of clause 21.12 apply.
19. Clause 15.8 Relieving officer allowance must be read in conjunction with clause 21. Ordinary hours of work and rostering, specifically clauses 21.11 and 21.12.
20. Under clause 21.11 of the current Security Award, employees (other than relieving officers and casual employees) work their ordinary hours of work in accordance with a roster for which advance notice has been given.
21. Under clause 21.12 of the current Security Award, once employees have been notified of this roster, changes can only be made under three circumstances:
 - (1) By the payment of overtime
 - (2) By giving seven days' notice
 - (3) By agreement between the employer and the employee less than seven days' notice may be substituted.
22. Expressing the relieving officer allowance as a daily allowance would enable employers to circumvent clause 21.12 of the current Security Award.
23. For example, an employer who required an employee to come in for a shift on the same day could simply appoint the employee as relieving officer for the day, and therefore only have to pay them a minimal amount as opposed to paying the employee overtime for the shift under clause 21.12.
24. A daily relieving officer allowance on the current rates would be \$4.88 per day. This is *significantly* less than an employee would receive for a shift at overtime rates.
25. The current rostering provisions of the award in clause 21.11 and 21.12 provide a measure of security and certainty for employees and allow employees to plan caring obligations and other commitments around work.
26. The current rostering provisions in clause 21.12 already enable an employer to make changes to the roster in specific circumstances: where overtime is paid, where 7 days' notice is provided, or where they gain the agreement of the employee for a lesser period of notice.

27. Expressing the relieving officer allowance as a daily allowance would be a substantive change to the award in that it would essentially provide employers with a fourth mechanism for altering the roster at short notice, a mechanism that could significantly disadvantage employees.
28. The Union objects to expressing the relieving officer allowance as a daily allowance.

UNITED VOICE
17 November 2017