DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Spotless Services Australia Limited
(AG2020/905)

SPOTLESS BLUESCOPE HASTINGS CATERING AGREEMENT 2020

Hospitality industry

COMMISSIONER CIRKOVIC

MELBOURNE, 30 APRIL 2020

Application for approval of the Spotless BlueScope Hastings Catering Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the Spotless BlueScope Hastings Catering Agreement 2020 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Spotless Services Australia Limited. The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.
The Agreement was approved on 30 April 2020 and, in accordance with s.54, will operate from 7 May 2020. The nominal expiry date of the Agreement is 30 April 2023.

COMMISSIONER

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Annexure A:

IN THE FAIR WORK COMMISSION

Matter number: AG2020/305

Employer: Spotless Services Australia Limited

Application: Section 185 - Application for approval of a single enterprise agreement namely the Spotless BlueScope Hastings Catering Agreement 2020 (Agreement)

Authorised representative: Catherine Walsh

Executive General Manager
People, Culture & Brand

Undertaking - Section 190

For and on behalf of the Employer I, Catherine Walsh

I declare that I have:

1. authority to give this undertaking on behalf of the Employer;
2. sought the views of all bargaining representatives for this undertaking pursuant to a 190(4) of the FW Act;
3. understood that each undertaking is to be taken to be a term of the Agreement;
4. acknowledged that the Model Flexibility Clause will be applied;

i. Rates of pay for junior employees, apprentices and supported wage system employees will be in accordance with the Hospitality Industry (General) Award 2010 (Award), as at the date the Agreement was made save for the references to 'standard weekly rate', 'adult rate' or 'relevant minimum wage' in the relevant provisions in the Award, which should be replaced with the words 'the applicable Base Hourly Rate of Pay set out in Appendix A of the Agreement' (i.e. the rate will be a % of

Spotless Facilities Services Pty Ltd ABN 83 0272 203 880
1658 Kiara Road, Mebourne VIC 3004 T 03 9235 7600 www.spotless.com
the applicable Base Hourly Rate of Pay set out in Appendix A of the Agreement).

b. For the purpose of clause 6.4 of the Agreement, an employee classified as a 'CA Level 2' or 'CA Level 3' who is directed by the Company to cook breakfast and snacks will be paid at the Cook rate set out in Appendix A of the Agreement for any time worked between the hours of 5.30-7.00 a.m.

<table>
<thead>
<tr>
<th>Date signed:</th>
<th>17 April 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>For and on behalf of the Employer by:</td>
<td>Spotless Services Australia Limited</td>
</tr>
<tr>
<td>In accordance with s.190(5) of the FW Act</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Witness name:</td>
<td>Maxine Jones</td>
</tr>
<tr>
<td>Witness signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Spotless BlueScope Hastings Catering Agreement 2020

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1. **Title**

This Agreement is to be known as *Spotless BlueScope Hastings Catering Agreement 2020 (Agreement)*.

2. **Application**

This Agreement applies to and is binding on:

2.1. Spotless Services Australia Limited (*employer*); and

2.2. Employees of the employer who work within the classifications set out in Appendix A to this Agreement at the BlueScope Steel site at Bayview Rd, Western Port in the State of Victoria (*employees*).

3. **Period of Operation**

This Agreement will operate from 7 days after approval by the Fair Work Commission (*Commencement Date*) and will have a nominal expiry date 3 years from the date it is approved by the Fair Work Commission.

4. **Relationship to Other Instruments**

4.1. This Agreement shall incorporate the *Hospitality Industry (General) Award 2010* as at the date the Agreement is made (*Award*). Where there is any inconsistency between the express terms of this Agreement and the Award, the Agreement will prevail to the extent of the inconsistency.

4.2. Where there is any inconsistency between the express terms of this Agreement and the National Employment Standards in the *Fair Work Act 2009 (Cth)* (*NES*), the NES will prevail to the extent of the inconsistency.

5. **No Extra Claims**

This Agreement constitutes a full settlement of all claims advanced or able to be advanced by employees during the life of this Agreement and covers all matters or claims regarding the employment of employees which could otherwise be the subject of protected action pursuant to the *Fair Work Act 2009 (Cth)* or any other relevant legislation.

6. **Classifications and Rates of Pay**

6.1. The classification structure and wage rates for employees covered by this Agreement are set out in Appendix A.

6.2. In addition to the Base Hourly Rate of Pay in Appendix A, a casual employee will be paid a casual loading of 25%. The casual loading is paid as compensation for annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.

6.3. An employee shall only be entitled to payment in accordance with a particular classification level when the Company requires and directs the employee to perform such
work. The attainment of increased experience and qualifications shall not automatically entitle an employee to be paid in accordance with a higher classification.

6.4. Employees are to perform as directed the full range of duties encompassed within the classification level including work that is peripheral to their main tasks or functions.

6.5. Where a food and beverage attendant is required to cook breakfasts and snacks, that employee will be paid at the rate of a Cook Grade 1. This will be from 5:30 AM – 7:00 AM, being the time that the work is performed.

7. Flexibility Term

7.1. The employer and employee covered by this Agreement may agree to vary the application of the terms of the Agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:

7.1.1. arrangements about when work is performed;
7.1.2. overtime rates;
7.1.3. penalty rates;
7.1.4. allowances; and
7.1.5. leave loading.

7.2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

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

7.3.1. are about permitted matters under section 172 of the *Fair Work Act 2009*; a
7.3.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
7.3.3. result in the employee being better off overall than the employee would be if no arrangement was made.

7.4. An agreement must do all of the following:

7.4.1. be in writing; and
7.4.2. state the names of the employer and employee; and
7.4.3. be 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
7.4.4. identify the terms of the Agreement that will be varied by the agreement; and
7.4.5. set out how the application of the Agreement term, or each Agreement term, is varied; and
7.4.6. set out the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
7.4.7. state the date the agreement is to start.

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

7.6. The employer or employee may terminate the individual flexibility arrangement:

7.6.1. by the employer or employee giving 13 weeks’ written notice to the other party; or
7.6.2. if the employer and employee agree in writing—at any time.

8. Dispute Settlement Procedure

8.1. If a dispute relates to:
8.1.1. a matter arising under the Agreement; or
8.1.2. the National Employment Standards;
this term sets out procedures to settle the dispute.

8.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

8.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, through discussion between the employee or employees concerned and relevant supervisors.

8.4. If the dispute is not resolved through discussion as mentioned in clause 8.3, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

8.5. If discussions at the workplace level do not resolve the dispute and all appropriate steps have been taken under clauses 8.3 and 8.4, a party to the dispute may refer the matter to Fair Work Commission.

8.6. The Fair Work Commission may deal with the dispute in two stages:
   8.6.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
   8.6.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, then subject to agreement by the relevant employee/s and the employer, the Fair Work Commission may:
         8.6.2.1. arbitrate the dispute; and
         8.6.2.2. make a determination that is binding on the parties.

8.7. While the parties are trying to resolve the dispute using the procedures in this term:
   8.7.1. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   8.7.2. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
         8.7.2.1. the work is not safe; or
         8.7.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
         8.7.2.3. the work is not appropriate for the employee to perform; or
         8.7.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

8.8. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9. Consultation Term

9.1. Company to notify
   9.1.1. Where the Company 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 Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.
   9.1.2. Significant effects include termination of employment; major changes in the composition, operation or size of the Company’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 this Agreement or the relevant award makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

9.2. Company to discuss change

9.2.1. The Company must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, 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.

9.2.2. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 9.1.

9.2.3. For the purposes of such discussion, the Company 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 the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company’s interests.

9.3. Changes to rosters or hours of work

9.3.1. Where the Company proposes to change an Employee’s regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

9.3.2. The Company must:

9.3.2.1. 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 or Employees’ regular roster or ordinary hours of work and when that change is proposed to commence);

9.3.2.2. 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 family or caring responsibilities); and

9.3.2.3. 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.

9.3.3. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

9.3.4. These provisions are to be read in conjunction with other provisions in this Agreement and the relevant award concerning the scheduling of work and notice requirements.
10. Signatories

Signed on behalf of the employer:

Name: CATHARINE WALSH
Position/title:
Address:
Date: 26 MARCH 2020

Witnesses by:

Name: ELIZABETH ROBINSON
Date: 26.03.2020

Signed on behalf of the employees:

Name: Christine Schmitt
Position/title: Caretaker superv.3or
Address: 5 All interpolation st.
Date: 23-3-20

Witnesses by:

Name: Mark Twelver
Date: 23-3-20
Appendix A – Classifications and Rates of Pay

Base Hourly Rates of Pay

<table>
<thead>
<tr>
<th>Classification</th>
<th>Current</th>
<th>First full pay period on or after Commencement Date</th>
<th>First full pay period on or after 12-month anniversary of Commencement Date</th>
<th>First full pay period on or after 24—month anniversary of Commencement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA Level 2</td>
<td>$21.39</td>
<td>$21.79</td>
<td>$22.19</td>
<td>$22.60</td>
</tr>
<tr>
<td>CA Level 3</td>
<td>$22.30</td>
<td>$22.71</td>
<td>$23.13</td>
<td>$23.56</td>
</tr>
<tr>
<td>Cook</td>
<td>$25.32</td>
<td>$25.79</td>
<td>$26.27</td>
<td>$26.75</td>
</tr>
</tbody>
</table>

- Classification levels above refer to the classifications as defined by the Award.

Allowances

<table>
<thead>
<tr>
<th>Classification</th>
<th>Current</th>
<th>First full pay period on or after Commencement Date</th>
<th>First full pay period on or after 12-month anniversary of Commencement Date</th>
<th>First full pay period on or after 24—month anniversary of Commencement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry allowance (weekly max)</td>
<td>$7.08</td>
<td>$7.21</td>
<td>$7.34</td>
<td>$7.48</td>
</tr>
<tr>
<td>Laundry allowance (per shift)</td>
<td>$2.39</td>
<td>$2.43</td>
<td>$2.48</td>
<td>$2.53</td>
</tr>
<tr>
<td>Leading hand allowance</td>
<td>$17.42</td>
<td>$17.74</td>
<td>$18.07</td>
<td>$18.40</td>
</tr>
<tr>
<td>AM shift allowance</td>
<td>$2.56</td>
<td>$2.61</td>
<td>$2.66</td>
<td>$2.70</td>
</tr>
<tr>
<td>AM shift allowance min</td>
<td>$2.68</td>
<td>$2.73</td>
<td>$2.78</td>
<td>$2.83</td>
</tr>
<tr>
<td>AM shift allowance max</td>
<td>$7.67</td>
<td>$7.81</td>
<td>$7.96</td>
<td>$8.10</td>
</tr>
<tr>
<td>PM shift allowance</td>
<td>$1.78</td>
<td>$1.81</td>
<td>$1.85</td>
<td>$1.88</td>
</tr>
<tr>
<td>PM shift allowance min</td>
<td>$2.68</td>
<td>$2.73</td>
<td>$2.78</td>
<td>$2.83</td>
</tr>
<tr>
<td>PM shift allowance max</td>
<td>$5.29</td>
<td>$5.39</td>
<td>$5.49</td>
<td>$5.59</td>
</tr>
</tbody>
</table>
IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:
AG2020/905

Employer:
Spotless Services Australia Limited
(Employer)

Application:
Section 185 – Application for approval of a
single enterprise agreement, namely the
Spotless BlueScope Hastings Catering
Agreement 2020 (Agreement)

Authorised representative:
Catherine Walsh
Executive General Manager
People, Culture & Brand

Undertaking-Section 190

For and on behalf of the Employer I, Catherine Walsh:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking
      pursuant to s 190(4) of the FW Act,

2. understand that each undertaking is to be taken to be a term of the Agreement,

3. acknowledge that the Model Flexibility Clause will be applied.

4. give the following undertaking/s with respect to the Agreement:

   a. Rates of pay for junior employees, apprentices and supported wage
      system employees will be in accordance the Hospitality Industry
      (General) Award 2010 (Award), as at the date the Agreement was
      made, save for the references to ‘standard weekly rate’, ‘adult rate’ or
      ‘relevant minimum wage’ in the relevant provisions in the Award, which
      should be replaced with the words ‘the applicable Base Hourly Rate of
      Pay set out in Appendix A of the Agreement’ (i.e. the rate will be a % of
the applicable Base Hourly Rate of Pay set out in Appendix A of the Agreement).

b. For the purpose of clause 6.4 of the Agreement, an employee classified as a ‘CA Level 2’ or ‘CA Level 3’ who is directed by the Company to cook breakfast and snacks will be paid at the Cook rate set out in Appendix A of the Agreement for any time worked between the hours of 5.30-7.00 a.m.

Date signed: 17 April 2020

For and on behalf of the Employer by: Spotless Services Australia Limited

[In accordance with s.190(5) of the FW Act]

Signature:

Witness name: Maxine Jones

Witness signature:
Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 or more of the following matters:
       (i) arrangements about when work is performed;
       (ii) overtime rates;
       (iii) penalty rates;
       (iv) allowances;
       (v) leave loading; and
   (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.

(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.

(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.

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

(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.