

From: Natalie Dabarera [mailto:Natalie.Dabarera@unitedvoice.org.au]

Sent: Wednesday, 13 March 2019 3:27 PM

To: AMOD

Subject: 4 yearly review - Cleaning Services Award 2010 and Security Services Industry Award 2010

Dear Associate

Please see attached letter.

Warm regards

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13 March 2019

The Honourable Justice Ross AO, President
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

By email: Chambers.Ross.j@fwc.gov.au; amod@fwc.gov.au

Dear Associate,

AM2016/15 Cleaning Services Award 2010 and Security Services Industry Award 2010

We write in response to the Statement¹ dated 13 February 2019, in which parties were requested to review revised exposure drafts and provide written comments.

Cleaning Services Award 2010

Example 1 –Overtime Monday to Friday (casual employee)

There is a typo in Step 3. Michael should be paid \$308.19, not \$30.819, for the shift.

Security Services Industry Award 2010

Clause 21.6(a) of the current award contains definition of what is considered ‘*operationally impracticable*’ whereas the exposure draft does not.

As a result of the Decision² dated 8 November 2018, clause 14.4 of the exposure draft has been deleted. Clause 14.3 now stands without any qualification, and this gives employers greater discretion to determine that a break is ‘*operationally impracticable*’. This is a substantive change from the current award.

To address this issue, the definition of ‘*operationally impracticable*’ from clause 21.6(a) of the current award should be inserted into clause 14.3 of the exposure draft as follows:

14.3 An employee who works more than 5 hours in any one shift is entitled to one unpaid meal break of at least 30 minutes (unless it is operationally impracticable to have the meal break). For the purpose of this clause it will be operationally impractical to grant an unpaid meal break unless the employee is permitted to leave the client’s premises or be unavailable for work during the period of the meal break.

¹ [2019] FWC 932.

² [2018] FWCFB 6755, paragraph 10.

If you have any questions regarding this matter, please feel free to contact me.

Regards,

Natalie Dabarera
Industrial Officer
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