

The Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor drafting and technical errors	8, 11, 14, 15, 20, 22, Schedule B, Schedule D
2 February 2015	Incorporate changes in accordance with <a href="#">[2014] FWCFB 9412</a>	1, 2, 5, 6, 10, 15, 16, 17, 18, 19, 20, 21, Schedule E, Schedule F, Schedule G
9 September 2016	Incorporate further changes in accordance with <a href="#">[2014] FWCFB 9412</a>	1.6, 3.2, 3.6, 15.1
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1, 10, 15, Schedule B, Schedule G, 'ordinary hourly rate' changed to 'minimum hourly rate' throughout
	Incorporate changes proposed by agreement of parties Report to Full Bench 7 May 2015 <a href="#">PR553156</a>	8.2, Schedule G
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579784</a> , <a href="#">PR581528</a> and <a href="#">PR579528</a>	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">PR580863</a>	Schedule F
	Incorporate changes resulting from <a href="#">PR582985</a>	15, Schedule H, Schedule I
	Incorporate changes resulting from <a href="#">PR584087</a>	14.5, Schedule J
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

## EXPOSURE DRAFT

### Cleaning Services Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Cleaning Services Award 2010** (the Cleaning award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Cleaning award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/69](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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## Part 1—Application and Operation

### 1. Title and commencement

1.1 amended in accordance with para [4] [\[2015\] FWCFB 4658](#)

1.1 This award is the *Cleaning Services Award 2014 2015*.

1.2 This modern award, as varied commenced operation on 1 January 2010.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule G—Definitions sets out definitions that apply in this award.

1.5 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

1.6 inserted in accordance with para [16] of [\[2014\] FWCFB 9412](#)

1.6 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 3. Coverage

3.1 This industry award covers employers throughout Australia in the contract cleaning services industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

3.2 amended in accordance with para [4] [\[2015\] FWCFB 4658](#)

- 3.2** The **contract cleaning services industry** means the business of providing cleaning services under a contract and includes:
- (a) cleaning, including event cleaning, hygiene and pollution control;
  - (b) trolley collection, but excluding trolley collection covered by the *General Retail Industry Award 2014* 2015; and
  - (c) minor property maintenance which is incidental or peripheral to cleaning.
- 3.3** For the purpose of clause 3.2(a), **event cleaning** means the provision of cleaning in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events and exhibitions.
- 3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.6** This award does not cover:
- (a) an employee excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

Note deleted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.~~

- 3.7** To avoid doubt this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another award, has employees who perform functions referred to in clause 3.1 or in the classification descriptions referred to in Schedule A.

NOTE: Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

#### **4. Award flexibility**

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer 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 award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer 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.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**4.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' 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 the employer and the individual employee.

NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).

**4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a) subject to four weeks' notice of termination.

**4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

**5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**5.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
8.1(c)(iv)	Ordinary hours and roster cycles—full-time employees	The majority of employees
10.3(b)	Payment of wages	An individual
15.4	Annual leave in advance	An individual
18.2	Substitution of public holidays by agreement	The majority of employees

## **Part 2—Types of Employment and Classifications**

### **6. Types of employment**

**6.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;

- (b) part-time; or
- (c) casual.

**6.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual, their usual location of work and the employee's classification. This will then be recorded in the time and wages record of the employee.

**6.3 Full-time employees**

A full-time employee is an ongoing employee engaged to work an average of 38 ordinary hours per week. These hours are to be arranged in accordance with clause 8—Ordinary hours of work and rostering.

**6.4 Part-time employees**

- (a) A part-time employee may be employed under any classification under the award. A part-time employee:
  - (i) is engaged to work less than 38 ordinary hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) subject to clause 6.4(b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) A part-time employee receives, in addition to the hourly rate for a full-time employee, an allowance of 15% of the hourly rate. This allowance permits the employer to roster a part-time employee to work up to 7.6 hours per day, five days per week or 38 ordinary hours per week without the payment of overtime.
- (c) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) An employer is required to roster a part-time employee in accordance with the provisions of clause 8.3, and for a minimum number of hours in accordance with clause 8.2.
- (e) Where clause 8.3—Rostering does not apply, any requirement by an employer that a part-time employee works hours in addition to those specified in accordance with clause 6.4(c) will be subject to the provisions of clause 14—Overtime.

**6.5 Casual employees**

- (a) 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.

**(b) Casual loading**

6.5(b) amended in accordance with paras [43] and [70] [\[2015\] FWCFB 4658](#)

For each ordinary hour worked, a casual employee must be paid:



- (i) the ~~ordinary~~ minimum hourly rate; and
- (ii) a loading of 25% of the ~~ordinary~~ minimum hourly rate, for the classification in which they are employed.
- (iii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.
- (iv) The casual loading is paid in addition to any rates payable for shift, weekend and overtime work that apply to full-time employees.

## **7. Classifications**

- 7.1 A description of the classifications under this award is set out at Schedule A—Classification Definitions.
- 7.2 Despite an employee's classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee's level of skill, competence and training.

## **Part 3—Hours of Work**

### **8. Ordinary hours of work and rostering**

#### **8.1 Ordinary hours and roster cycles—full-time employees**

- (a) Subject to clause 9.3, the ordinary working hours for full-time employees (as defined in clause 6.3) will not exceed 38 hours per week to be worked in periods of not more than 7.6 hours per day, in not more than five days, on any day Monday to Sunday inclusive.
- (b) However, ordinary hours can average 38 per week to be worked in not more than 152 hours over a four week cycle, on any day Monday to Sunday inclusive.
- (c) The average of 38 hours per week is to be worked in the following ways:
  - (i) five days of not more than 7.6 hours per day;
  - (ii) a 19 day month of eight hours per day;
  - (iii) 152 hours within a work cycle not exceeding 28 consecutive days in establishments where the method of banking of rostered days off is implemented; or
  - (iv) by mutual agreement between the employer and the majority of employees, employees may be rostered for up to 10 hours per day. This will allow a week day off to be taken more frequently than would otherwise apply.

- (d) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee will not be entitled to more than 12 rostered days off in any 12 month period.
- (e) Subject to clause 22.2, the ordinary hours of work having been determined by the employer and employee in accordance with clause 8.1(c) will not be altered without giving one week’s notice except in the case of emergency.
- (f) Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.

## 8.2 Ordinary hours and roster cycles—part-time and casual employees

- (a) Subject to the clause 9.3, the ordinary hours of work will be worked in periods of not more than 7.6 hours per day, on not more than five days, Monday to Sunday inclusive.
- (b) The employer will roster part-time and casual employees for the following minimum engagement periods, but in the event that the employer does not require employees to work for the full period of the minimum engagement, the employer must pay employees as if they had worked the minimum period.
- (c) Where only one employee is engaged at a small stand alone location with a total cleaning area (as defined) of 300 square metres or less, and where it is not practicable for a longer shift to be worked across two or more locations, the minimum engagement will be for one hour.
- (d) Where employees are engaged at a location with a total cleaning area (as defined) of up to 2000 square metres the minimum engagement will be for two hours.
- (e) Where employees are engaged at a location with a total cleaning area (as defined) of between 2000 and 5000 square metres the minimum engagement will be for three hours.
- (f) Where employees are engaged at a location with a total cleaning area (as defined) of more than 5000 square metres the minimum engagement will be for four hours.
- ~~(a) Subject to clause 9.3, ordinary hours are worked for not more than 7.6 hours per day, on not more than five days, on any day Monday to Sunday inclusive.~~
- ~~(b) The employer will roster part-time and casual employees for the following minimum engagement periods. Where the employer does not require employees to work for the full period of the minimum engagement, the employer must pay employees as if they had worked the minimum period.~~

Engagement	Minimum engagement period
One employee only is engaged at a small standalone location with a total cleaning area of 300 square metres or less, and it is not practicable for a longer shift to be worked across two or more locations	1 hour
Employees are engaged at a location with a total cleaning area up to 2000 square metres	2 hours

Engagement	Minimum engagement period
<del>Employees are engaged at a location with a total cleaning area between 2000 and 5000 square metres</del>	3 hours
<del>Employees are engaged at a location with a total cleaning area more than 5000 square metres</del>	4 hours

### 8.3 Rostering

- (a) A roster for all employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned.
- (b) Subject to clause 22.2, the roster will not be altered without giving one week’s notice except in the case of emergency or by agreement between the employer and employee. Should either contingency occur, the agreement will be recorded in the employee’s time and wages records and the conditions of clause 14.1 will apply.
- (c) **Part-time employees only**

Subject to clause 6.4(b), part-time employees are to be rostered in accordance with clauses 8.3(a) and 8.3(b), except that ordinary hours will be less than 38 hours per week.

### 8.4 Days off per week

Each employee will be entitled to two consecutive full days off within each seven day cycle.

## 9. Breaks

### 9.1 Shiftworkers

#### (a) Paid meal breaks

Shiftworkers (being employees who work a shift that attracts a shift penalty in clause 13) are entitled to a paid meal break of not less than 20 minutes. This break will be taken between four and five hours after the start of the employee’s shift.

#### (b) Paid rest breaks

Full-time shiftworkers working a straight shift are entitled to a further 10 minute paid tea break.

### 9.2 Non-shiftworkers

#### (a) Unpaid meal breaks

Non-shiftworkers are entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour. An employee will not be required to work for more than four and a half hours without a meal break, except in cases of emergency, when the time may be extended to five hours.

**(b) Paid rest breaks**

All day workers and broken shift workers are entitled to a 10 minute paid morning tea break and a 10 minute paid afternoon tea break.

**9.3 Effect of breaks on ordinary hours of work**

- (a)** The paid meal break provided for in clause 9.1 is included in the 7.6 hours per day for full-time employees and also counts as time worked for part-time and casual employees.
- (b)** The unpaid meal break provided in clause 9.2 is not included in the 7.6 hours per day for full-time employees and does not count as time worked for part-time and casual employees.
- (c)** The paid tea breaks in clauses 9.1 and 9.2 are included in the 7.6 hours per day for full-time employees, and also count as time worked for part-time and casual employees.

**9.4 Interruptions and overtime meal breaks—all employees**

- (a)** If an employee is interrupted during their normal meal break and directed to work, the employee will be paid at overtime rates for all work done until the meal break is resumed.
- (b)** An employee working overtime will be allowed a paid meal break of 20 minutes after each four hours of overtime worked.

**9.5 Breaks between shifts**

- (a)** The employer must give an employee a break of at least eight consecutive hours between the completion of their ordinary hours of work on any day and the commencement of ordinary hours of work on the next day.
- (b)** Where an employer requires an employee to continue or resume work without allowing the employee to have eight consecutive hours off duty, the employer must pay the employee at overtime rates until the employee is released from duty for at least eight consecutive hours. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## Part 4—Wages and Allowances

### 10. Minimum wages

**10.1** An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Rates updated as a result of AWR 2016; table in 10.1 amended in accordance with paras [43] and [54] [\[2015\] FWCFB 4658](#)

<b>Employee classification</b>	<b>Minimum weekly rate</b>	<b>Full-time hourly rate (minimum ordinary hourly rate)</b>	<b>Part-time hourly rate (includes part-time allowance)</b>	<b>Casual hourly rate (includes casual loading)</b>
<b>Cleaning Services Employee</b>	\$	\$	\$	\$
Level 1	718.40	18.91	21.23	23.08
Level 2	743.30	19.56	21.97	23.88
Level 3	783.30	20.61	23.15	25.16

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

### 10.2 Junior rates for employees of shopping trolley collection contractors only

10.2(a) amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

(a) Junior employees of shopping trolley collection contractors will be entitled to the percentage of the minimum ordinary hourly rate in clause 10.1 for their classification as follows:

<b>Age</b>	<b>% of adult rate</b>
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

### 10.3 Payment of wages

10.3(c) amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

- (a) Wages will be paid either weekly or fortnightly. Payment will be no later than Thursday in the pay week.
- (b) The employer may elect to pay wages either in cash or by electronic funds transfer (EFT) into an account with a bank or other financial institution nominated by the employee. The employer and an employee may agree that wages be paid in cash.

- (c) Where a cash payment occurs or the employer fails to transfer wages by EFT, an employee left waiting will be paid at ~~ordinary rates~~ the minimum hourly rate until such time as the wages are paid.
- (d) Where a public holiday falls on the normal pay day or the day following the normal pay day, wages will be paid on the ordinary working day preceding the normal pay day, or on another day if agreed between the employer and an employee.

#### 10.4 Higher duties

- (a) An employee required by the employer to perform the duties of a position at a higher classification level for longer than four hours on any day, must be paid the rate applicable for that higher level for all work done on that day.
- (b) If the work does not exceed four hours on any day, the employee will be paid the higher rate for the actual time worked at the higher level.

#### 10.5 Supported Wage System

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.

#### 10.6 National Training Wage

For employees undertaking a traineeship, see Schedule E—National Training Wage.

### 11. Allowances

11.1 Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances.

#### 11.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016
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##### (a) Broken shift allowance

- (i) A broken shift allowance of **\$3.29** per day is payable to an employee who works a broken shift. For the purposes of this award, a **broken shift** is a shift where an employee works in two separate periods of duty on any day within a maximum spread of 13 hours and where the break between periods of duty is longer than one hour.
- (ii) The maximum allowance payable under this clause is **\$16.45** per week.

##### (b) Disability allowance—cold places

- (i) An employee working for more than one hour in a place or places where the temperature is reduced by artificial means below 0°C will be paid an additional **\$0.48** per hour.
- (ii) Where the work continues for more than two hours, employees will be entitled to a rest period of 20 minutes every two hours without loss of pay.

**(c) Disability allowance—hot places**

- (i) An employee working for more than one hour:
- in a place or places where the temperature is raised by artificial means to between 46°C and 54°C will be paid an additional **\$0.48** per hour; and/or
  - in a place or places where the temperature exceeds 54°C will be paid an additional **\$0.58** per hour.
- (ii) Where work continues for more than two hours in temperatures exceeding 54°C, employees will be entitled to 20 minutes rest every two hours without loss of pay.

**(d) Disability allowance—height**

An employee who is engaged in cleaning from a swing scaffold, boatswain’s chair or other similar device on the outside of multi-storied buildings:

- (i) up to and including the 22nd floor above ground level will be paid an additional **\$0.78** per hour or part of an hour; and/or
- (ii) when working above the 22nd floor above ground level will be paid an additional **\$1.59** per hour or part of an hour.

**(e) First aid allowance**

A first aid allowance of **\$11.78** per week is payable to an employee who has been trained to provide first aid and who holds appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) and is appointed in writing by their employer to perform first aid duty.

**(f) Leading hand allowance**

A leading hand allowance is payable to an employee who is placed in charge of other employees as follows:

<b>In charge of</b>	<b>\$ per week</b>
1–10 employees	43.10
11–20 employees	55.46
more than 20 employees	67.82

**(g) Refuse collection**

An employee who is engaged for the major portion of their time on refuse collection and/or disposal and/or sorting or feeding incinerators, furnaces or compactors will be paid an additional **\$3.28** per shift.

**(h) Toilet cleaning allowance**

An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an additional **\$2.58** per shift or **\$12.69** per week.

### 11.3 Expense related allowances

#### (a) Meal allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

A meal allowance of **\$12.65** is payable to an employee who is required to work more than two hours beyond the completion of their ordinary hours. The allowance is not payable if the employee was notified the previous day or earlier of the requirement to work additional time or if the employer supplied a meal.

#### (b) Vehicle allowance

(i) A vehicle allowance of **\$0.78** cents per kilometre is payable to an employee who by agreement uses their own motor vehicle in the course of their work.

(ii) A vehicle allowance of **\$0.26** cents per kilometre is payable to an employee who by agreement uses their own motorcycle in the course of their work.

#### (c) Travel time and fares

If an employee is required by the employer to travel from one place of work to another, all time spent travelling will be deemed to be working time and will be paid for at the appropriate rate. All fares associated with such travel will be paid for by the employer.

#### (d) Uniform allowance

All employees will be provided with sufficient uniforms by the employer or otherwise reimbursed for the expense of providing their own uniforms. The employer will provide additional uniforms upon reasonable request by an employee.

## 12. Superannuation

### 12.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.



## **12.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

## **12.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

## **12.4 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clauses 12.3(a) and 12.3(b) while the employee is:

- (a) on any paid leave;
- (b) absent from work (subject to a maximum of 52 weeks in total) due to a work related injury or illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
  - (ii) the employee remains employed by the employer.

## **12.5 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) SunSuper;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that

offers a MySuper product or is an exempt public sector superannuation scheme; or

- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Penalties and Overtime

### 13. Penalty rates

#### 13.1 Shiftwork—early morning, afternoon and non-permanent night shift

13.1 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

All early morning, afternoon and non-permanent night shiftworkers will be paid an additional 15% of the ~~ordinary~~ minimum hourly rate for the appropriate classification for all shiftwork. For the purposes of this clause shiftwork will mean any shift Monday to Friday starting before 6.00 am or any shift finishing after 6.00 pm. Employees will receive the shiftwork hourly rates of pay for the entire shift (other than overtime).

#### 13.2 Shiftwork—permanent night shift

13.2 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

If a night shift, being a period of duty finishing after midnight and at or before 8.00 am, does not rotate or alternate with another shift or day work, then a permanent night shift loading of 30% of the ~~ordinary~~ minimum hourly rate for the appropriate classification will be paid for all hours worked. Provided that where a part-time employee is in receipt of this loading they will not also be entitled to be paid the 15% allowance provided for in clause 6.4(b).

- 13.3 An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

Ordinary hours worked:		Penalty rate – full-time employees	Penalty rate – part-time employees	Casual penalty rate
Early morning shift, afternoon and non-permanent night shift	Any shift that commences before 6.00 am or finishes after 6.00 pm from Monday to Friday	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime)
Permanent night	Any shift that finishes after midnight and at or before 8.00 am, and does not rotate or alternate with another shift or day work	130% for all hours worked	130% for all hours worked	155% for all hours worked
Saturday	All hours from midnight Friday to midnight Saturday	150%	165%	175%

**Exposure draft – Cleaning Services Award 2015**

<b>Ordinary hours worked:</b>		<b>Penalty rate – full-time employees</b>	<b>Penalty rate – part-time employees</b>	<b>Casual penalty rate</b>
Sunday	All hours from midnight Saturday to midnight Sunday	200%	215%	225%
Public holiday	All hours on a public holiday	250%	265%	275%

See Schedule B for a summary of hourly rates of pay including penalties.

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**Example 1—Shiftwork and weekend work (part-time employee)**

Example 1 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

Margaret is a part-time Level 1 employee. She works a non-permanent 5 hour night shift on Friday, Saturday and Sunday with each shift starting at 6.00 pm. The minimum ordinary hourly rate for a Level 1 employee is \$18.01. Margaret will:

- Work a total of 5 hours of ordinary time on night shift (Friday)
- Work a total of 5 hours of ordinary time on a Saturday
- Work a total of 5 hours of ordinary time on a Sunday

**Calculating ordinary time pay on night shift**

**Step 1:** Multiply the minimum ordinary hourly rate by the part-time allowance and night shift penalty

(Minimum Ordinary hourly rate (100%) + part-time allowance (15%) + night shift penalty (15%) = 130%)

$$\$18.01 \times 130\% = \$23.41$$

**Step 2:** Multiply the night shift rate by the number of ordinary hours worked on night shift

$$\$23.41 \times 5 = \$117.05$$

**Calculating ordinary time pay on Saturday**

**Step 3:** Multiply the minimum ordinary hourly rate by the part-time allowance and Saturday work penalty

(Minimum Ordinary rate (100%) + part-time allowance (15%) + Sat work penalty (50%) = 165%)

$$\$18.01 \times 165\% = \$29.72$$

**Step 4:** Multiply the Saturday work rate by the number of ordinary hours worked on Saturday

$$\$29.72 \times 5 = \$148.60$$

**Calculating ordinary time pay on Sunday**

**Step 5:** Multiply the minimum ordinary hourly rate by the part-time allowance and Sunday work penalty

(Minimum Ordinary hourly rate (100%) + part-time allowance (15%) + Sun work penalty (100%) = 215%)

$$\$18.01 \times 215\% = \$38.72$$

**Step 6:** Multiply the Sunday work rate by the number of ordinary hours worked on Sunday

$$\$38.72 \times 5 = \$193.60$$

**Calculating total pay**

**Step 7:** Add the total night shift amount in Step 2, the total Saturday work amount in Step 4, and the total Sunday work amount in Step 6 = \$117.05 + \$148.60 + \$193.60 = \$459.25

Margaret is paid a total of **\$459.25** for the three shifts.

## 14. Overtime

### 14.1 Definition of overtime

- (a) For a full-time employee, overtime is any time worked outside the rostered hours as agreed pursuant to clause 8.3(a).
- (b) For a part-time employee, overtime is any time worked in excess of 7.6 hours per day, five days per week or 38 hours in any week.
- (c) For a casual employee, overtime is any time worked in excess of 38 ordinary hours in a week.

### 14.2 Requirement to work overtime where reasonable

An employer may require an employee to work overtime at overtime rates, but only where the requirement is reasonable. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

### 14.3 Overtime rates

Where an employee works overtime the employer must pay to the employee the overtime rates as follows:

14.3 table amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

Overtime worked on	Overtime rate – % of <u>ordinary minimum</u> hourly rate	
	Full-time and part-time employees	Casual employees (includes casual loading)
Monday to Saturday— first 2 hours	150%	175%
Monday to Saturday— after 2 hours	200%	225%
Sunday all day	200%	225%
Public holiday all day	250%	275%

See Schedule B for a summary of hourly rates of pay including overtime rates.

- 14.4 In computing overtime payments, each day's work will stand alone.

**Example 2—Overtime Monday to Friday (casual employee)**

Example 2 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

Michael is a casual Level 1 employee. He works a 10.6 hour shift on a Friday. The maximum ordinary hours that can be worked by a casual employee per day under the award is 7.6. The ~~ordinary~~ minimum hourly rate for a Level 1 employee is \$18.01. Michael will:

- Work 7.6 hours at ordinary time
- Take two 30 minute unpaid meal breaks(an employee must not work more than 4.5 hours without a break)
- Work 3 hours of overtime

**Calculating ordinary time pay**

**Step 1:** Multiply the ~~ordinary~~ minimum hourly rate by the casual loading and the number of ordinary hours worked in the week.

(~~Ordinary~~ Minimum hourly rate (100%) + casual loading (25%) = (125%)

\$18.01 x 125% x 7.6 = \$22.51 x 7.6 hours = \$171.08

**Calculating overtime pay**

**Step 2:** Multiply the ~~ordinary~~ minimum hourly rate by the casual loading and overtime rate and the number of overtime hours worked

(~~Ordinary~~ Minimum hourly rate (100%) + part-time allowance (25%) + overtime - first 2 hours (50%) = 175%)

= \$18.01 x 175% = \$31.52 x 2 hours = \$63.04

(~~Ordinary~~ Minimum hourly rate (100%) + part-time allowance (25%) + overtime - each hour thereafter (100%) = 225%)

= \$18.01 x 225% = \$40.52 x 1 hour = \$40.52

**Calculating total pay**

**Step 3:** Add the total daily amount in Step 1 and the overtime amounts in Step 2 = \$171.08 + \$63.04 + \$40.52= \$274.64

Michael is paid a total of **\$274.64** for the day.

14.5 amended in accordance with [PR584087](#).

**14.5 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.5.
- (c) An agreement must state each of the following:

- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 14.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 14.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.5 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.5.

#### **14.6 Call back**

An employee recalled to work overtime at any workplace of the employer after leaving the employer's business premises must be paid for a minimum of two hours at the overtime rates each time the employee is recalled. The interval between the completion of ordinary hours and the commencement of overtime will not be regarded as time worked.

#### **14.7 Call back for non-cleaning purposes**

- (a) Despite anything else to the contrary elsewhere in this award, an employee directed by the employer to attend the employer's premises and/or the premises of a client of the employer to perform administrative duties or for disciplinary or counselling interviews, after leaving the place of employment (whether notified before or after leaving the place of employment), must be paid as specified below:
- (i) where such attendance is required on a Monday to Friday, the employee must be paid a minimum payment of two hours at the appropriate ordinary time rate plus any applicable shift penalty for each such attendance;
  - (ii) where such attendance is required on a Saturday, the employee must be paid a minimum payment of three hours at the appropriate Saturday rate for each such attendance;
  - (iii) where such attendance is required on a Sunday the employee must be paid a minimum payment of four hours at the appropriate Sunday rate for each such attendance.
- (b) Clause 14.7 will only apply where the employee is specifically directed by the employer to attend the employer's premises and/or the premises of a client of the employer to perform duties outlined in clause 14.7(a). It will not apply where a period of attendance is continuous with the completion or commencement of ordinary working time or overtime.
- (c) Clause 14.7 does not apply where an employee is required to attend an employer's premises, or any other premises, for the purposes of completing any form of paid training.



## Part 6—Leave, Public Holidays and Other NES Entitlements

### 15. Annual leave

15 amended in accordance with [PR582985](#). (15.4 substituted; 15.8 to 15.11 inserted)

**15.1** Annual leave is provided for in the NES. Annual leave does not apply to casual employees. This clause supplements or deals with matters incidental to the NES provisions.

### 15.2 Definition of shiftworker

- (a) For the purposes of the NES, a shiftworker is an employee:
  - (i) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
  - (ii) who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for any part of the 12 month period as a shiftworker, that employee must have their annual leave increased by one half day for each month the employee is continuously engaged as a seven day shiftworker, provided that a limit of 10 months in any year will be counted towards the additional leave accrual.

### 15.3 Annual close down

Where the client of an employer in the contract cleaning industry intends temporarily to close or reduce to core staff in the place of employment (or a section of it) for the purposes of allowing annual leave to that client's employees the following provisions may apply:

- (a) The employer may give one month's notice (or in the case of an employee engaged after the giving of such notice, on engagement) of their intention to apply the provisions of this clause in writing to their employees.
- (b) Where an employee has been given notice pursuant to clause 15.3(a) and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Where practicable an employee with insufficient or no accrued annual leave will be employed at another of the employer's sites for the period that would otherwise be a period of leave without pay.

- (d) The close down period will be limited to four weeks, plus any public holidays that fall during the period of the close down.
- (e) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.
- (f) In this clause **date of closing** in relation to each employee means the first day of the employees annual leave pursuant to this clause.

#### 15.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.4 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 15.5 Payment for annual leave

15.5(b)(i) amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

- (a) During a period of annual leave, the employer must pay the employee at the employee's annual leave rate (as defined in clause 15.6) for the employee's ordinary hours of work in the period.
- (b) In addition, the employer must pay the employee the greater of:
  - (i) a loading of **17.5%** of the employee's minimum hourly rate ~~ordinary time rate of pay~~ (that is the employee's rate of pay not including any shift penalties); or
  - (ii) the shift, weekend or public holiday penalties according to the roster or the projected roster, the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

Note inserted in accordance with para [94] of [\[2015\] FWCFB 4658](#)

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

## 15.6 Rate of payment for annual leave

15.6(a) amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

- (a) For the purposes of payment of annual leave under clause 15.4 and 15.7, an employee's rate of pay means remuneration for the employee's normal weekly number of hours of work calculated at the minimum hourly rate ~~ordinary time rate of pay~~ and increased to include:
- (i) leading hand allowance;
  - (ii) first aid allowance;
  - (iii) penalty rates paid for shiftwork or rostered ordinary hours of work on Saturday and/or Sunday; and
  - (iv) part-time allowance for part-time employees working shiftwork (Monday to Friday) or rostered ordinary hours on a Saturday and/or a Sunday.

## 15.7 Payment of accrued annual leave on termination of employment

- (a) The NES provides for payment of accrued annual leave upon termination of employment. For the full NES entitlement see s.[90\(2\)](#) of the Act

15.7 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

- (b) Where an employee is entitled to payment of untaken annual leave on termination of employment under the terms of the NES, the employer must also pay the employee a loading of 17.5% calculated on an employee's ~~ordinary~~ minimum hourly rate (as defined in clause 15.6).

## 15.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.8 must state:
- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 15.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.8.

Note 3: An example of the type of agreement required by clause 15.8 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

### **15.9 Excessive leave accruals: general provision**

Note: Clauses 15.9 to 15.11 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 15.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **15.10 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.9(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):

- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.9, 15.10 or 15.11 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
  - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.10(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### **15.11 Excessive leave accruals: request by employee for leave**

- (a) Clause 15.11 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 15.10(a) that, when any other paid annual leave arrangements (whether made under clause 15.9, 15.10 or 15.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.9, 15.10 or 15.11 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

## **16. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

## **17. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

## **18. Public holidays**

**18.1** Public holidays are provided for in the NES.

### **18.2 Substitution of public holidays by agreement**

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

### **18.3 Part-day public holiday**

18.3 inserted on 1 September 2016.

For provisions relating to part-day public holidays see Schedule F—2016 Part-day public holidays.

## **19. Community service leave**

Community service leave is provided for in the NES

## **20. Termination of employment**

**20.1** Notice of termination is provided for in the NES.

### **20.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give

additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **20.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **21. Redundancy**

**21.1** Redundancy pay is provided for in the NES.

### **21.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **21.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **21.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 20.3.

### **21.5 Change of contract**

- (a) This clause applies in addition to clause 22.3—Consultation regarding change of contract and s.[120\(1\)\(b\)\(i\)](#) of the Act and applies on the change of a cleaning contract from one cleaning contractor (the outgoing contractor) to another (the incoming contractor).

- (b) Section [119](#) of the Act does not apply to an employee of the outgoing contractor where:
  - (i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and
  - (ii) the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.
- (c) To avoid doubt, s.[119](#) of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

## Part 7—Consultation and Dispute Resolution

### 22. Consultation

#### 22.1 Consultation regarding major workplace change

- (a) **Employers to notify**
  - (i) Where an employer 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 employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
  - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer'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 award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) **Employers to discuss change**
  - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 12.1(a), 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.
  - (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 12.1(a).
  - (iii) For the purposes of such discussion, the employer 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **22.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) 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 regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) 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 their family or caring responsibilities); and
  - (iii) 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **22.3 Consultation regarding change of contract**

In addition to clauses 22.1 and 22.2, where a decision is made by an employer to relinquish a cleaning contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:

- (a) The employer is required to notify employees within 28 days, or as soon as practicable, before an existing cleaning contract is due to expire, or when the employer has been notified that the contract has been terminated.
- (b) The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must provide to the successful tenderer a list of employees who have given permission for their details to be so provided and who wish to be considered for employment by the incoming contractor.
- (c) Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must contain details of the employee's entitlements (including accrued annual leave)

and a statement of service (including length of service, hours of work, classification and shift configuration).

- (d) The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.
- (e) The incoming contractor must, as soon as practicable after making any offer of employment to employees of the outgoing contractor, provide notification of the offer being made and the terms of the offer to the outgoing contractor and to any representative, including a relevant union, nominated by the employee.

## **23. Dispute resolution**

**23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, the following steps should be taken:

- (a) in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor;
- (b) if such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

**23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **24. Dispute resolution procedure training leave**

**24.1** Subject to clauses 24.7, 24.8 and 24.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement that provides it is to be read in conjunction with this award.

- 24.2** An eligible employee representative must give the employer six weeks’ notice of the employee representative’s intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 24.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 24.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 24.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 24.6** Leave of absence granted pursuant to this clause counts as service for all purposes of this award.
- 24.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, **an eligible employee representative** is an employee:

- (a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and
- (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution training leave according to the following quota table:

<b>Number of employees employed by the employer</b>	<b>Number of eligible employee representatives entitled per year</b>
5 to 15 employees	1
16 to 30 employees	2
31 to 50 employees	3
51 to 100 employees	4
more than 100 employees	5

- 24.8** Where the number of eligible employee representatives exceeds the quota at any particular time, priority of entitlement for the relevant year will be resolved by agreement between those entitled or, if not agreed, will be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 24.9** For the purpose of applying the quota table, employees employed by the employer under this award are full-time, part-time and casual employees covered by this award with six months or more service who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 23—Dispute resolution applies.

## Schedule A—Classification Definitions

All employees will be classified according to the following classification definitions and paid as such. Provided that an employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

**A.1** A **Cleaning Services Employee Level One (CSE 1)** is an employee who at the completion of their training and induction is capable of performing work within the scope of this level. Such an employee to the level of their training:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team;
- exercises discretion within the level of their skills and training; and
- performs those tasks customarily performed by cleaners utilising a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.

**A.1.1** Indicative of the tasks which an employee at this level may perform, on a daily or periodic basis, are the following:

- spot cleaning of carpets and soft furnishings;
- operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- sweeping and mopping;
- toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 11.2(h));
- rubbish collection;
- cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing;
- telephone cleaning and germ proofing;
- cleaning of glass, both internal and external;
- dusting of all hard surfaces;
- table bussing;
- undertaking tea attendant duties;
- collecting, servicing and maintaining shopping and/or luggage trolleys;
- re-arranging and re-organising furniture;
- routinely maintaining indoor greenery (shrubs and plants);
- sanitary disposal processing; and
- wiping and sweeping under and around seats and table tops.

**A.2** A **Cleaning Services Employee Level Two (CSE 2)** is an employee who at the completion of training is capable of performing work within the scope of this level. Such an employee performs work above and beyond the skills of an employee at CSE 1 level and:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- works under general supervision either individually or in a team;
- is responsible for assuring the quality of their own work; and
- performs those tasks customarily performed by cleaners.

**A.2.1** A CSE 2 may be required to perform any duties of a CSE 1 and, in addition, performs any of the following indicative tasks or a combination of such tasks, for the greater part of each day or shift:

- routine repair work and/or building maintenance (of a non-trade nature) in or about the facility;
- ordering and distribution of toilet and other requisites and cleaning materials;
- customer or public relations duties as required;
- carrying out those roles expected of a leading hand (and is paid the allowance as stipulated in clause 11.2(f));
- carpet cleaning;
- cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices;
- operating ride-on powered machinery;
- operating steam cleaning and pressure washing equipment;
- maintaining gardens, lawns and rockeries;
- trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;
- vehicular rubbish collection and operating mobile compaction units; and
- specialist computer cleaning.

**A.3** A **Cleaning Services Employee Level Three (CSE 3)** is an employee who at the completion of training performs work above and beyond the skills of an employee at CSE 2 notwithstanding the fact that a CSE 3 may be required to perform any duties of a CSE 1 or CSE 2. An employee at this level:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates the work of CSE 1s and CSE 2s and generally superintends the activity of all the building cleaners as a building supervisor or manager;

- is responsible for ensuring the quality of their work; and
- has a knowledge of the employer's operation.

**A.3.1** Indicative of the tasks which an employee at this level may perform are the following:

- ensuring that proper maintenance procedures for building plant and equipment are observed;
- arranging service calls to ensure that building plant is operating correctly;
- dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;
- co-ordinating the work with leading hands of all building cleaners;
- handling routine personnel, industrial relations and health and safety matters; and
- being directly involved in the provision of on-the-job training.

DRAFT

## Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016 and tables amended throughout in accordance with para [43] [\[2015\] FWCFB 4658](#)

See also clause Part 4—Minimum wages, clause 13—Penalty rates and clause 14—Overtime.

Additional allowances may be payable; see clause 11—Allowances.

Note inserted in accordance with para [63] [\[2015\] FWCFB 4658](#)

Note: Employers who meet their obligations under this schedule are meeting the obligations under the award.

### B.1 Full-time adult employees—cleaning services—ordinary and penalty rates

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of <u>ordinary minimum</u> hourly rate					
	100%	115%	130%	150%	200%	250%
<b>Cleaning Services Employee</b>	\$	\$	\$	\$	\$	\$
Level 1	18.91	21.75	24.58	28.37	37.82	47.28
Level 2	19.56	22.49	25.43	29.34	39.12	48.90
Level 3	20.61	23.70	26.79	30.92	41.22	51.53

### B.2 Part-time adult employees—cleaning services—ordinary and penalty rates

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of <u>ordinary minimum</u> hourly rate					
	115%	130%	130%	165%	215%	265%
<b>Cleaning services employee</b>	\$	\$	\$	\$	\$	\$
Level 1	21.75	24.58	24.58	31.20	40.66	50.11
Level 2	22.49	25.43	25.43	32.27	42.05	51.83
Level 3	23.70	26.79	26.79	34.01	44.31	54.62

**B.3 Full-time and part-time adult employees—cleaning services—overtime rates**

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
	<b>% of ordinary minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
<b>Cleaning Services Employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	28.37	37.82	37.82	47.28
Level 2	29.34	39.12	39.12	48.90
Level 3	30.92	41.22	41.22	51.53

**B.4 Casual adult employees—cleaning services—ordinary and penalty rates**

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	<b>% of ordinary minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
<b>Cleaning services employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	23.64	26.47	29.31	33.09	42.55	52.00
Level 2	24.45	27.38	30.32	34.23	44.01	53.79
Level 3	25.76	28.85	31.95	36.07	46.37	56.68

**B.5 Casual adult employees—cleaning services—overtime rates**

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
	<b>% of ordinary minimum hourly rate</b>			
	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
<b>Cleaning services employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	33.09	42.55	42.55	52.00
Level 2	34.23	44.01	44.01	53.79
Level 3	36.07	46.37	46.37	56.68



## B.6 Casual junior employees—ordinary and penalty rates

### B.6.1 Casual junior level 1—employees of trolley collection contractors only

		Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
<b>% of level 1 adult ordinary <u>minimum</u> hourly rate</b>		<b>% of junior rate</b>					
		<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Under 16 years	45%	10.64	11.91	13.19	14.89	19.15	23.40
At 16 years	50%	11.81	13.23	14.65	16.54	21.26	25.99
At 17 years	60%	14.18	15.88	17.58	19.85	25.52	31.19
At 18 years	70%	16.54	18.52	20.51	23.15	29.77	36.38
At 19 years	80%	18.90	21.17	23.44	26.46	34.02	41.58
At 20 years	90%	21.26	23.81	26.37	29.77	38.27	46.78

### B.6.2 Casual junior level 2—employees of trolley collection contractors only

		Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
<b>% of level 2 adult ordinary <u>minimum</u> hourly rate</b>		<b>% of junior rate</b>					
		<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Under 16 years	45%	11.00	12.32	13.64	15.40	19.80	24.20
At 16 years	50%	12.23	13.69	15.16	17.12	22.01	26.90
At 17 years	60%	14.68	16.44	18.20	20.55	26.42	32.29
At 18 years	70%	17.11	19.17	21.22	23.96	30.80	37.65
At 19 years	80%	19.56	21.91	24.26	27.39	35.21	43.04
At 20 years	90%	22.00	24.64	27.28	30.80	39.60	48.40

**B.6.3 Casual junior level 3—employees of trolley collection contractors only**

		Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
% of level 3 adult <del>ordinary</del> <u>minimum</u> hourly rate		% of junior rate					
		125%	140%	155%	175%	225%	275%
		\$	\$	\$	\$	\$	\$
Under 16 years	45%	11.60	12.99	14.38	16.24	20.88	25.52
At 16 years	50%	12.89	14.43	15.98	18.04	23.20	28.35
At 17 years	60%	15.46	17.32	19.17	21.65	27.83	34.02
At 18 years	70%	18.04	20.20	22.37	25.25	32.47	39.68
At 19 years	80%	20.61	23.09	25.56	28.86	37.10	45.35
At 20 years	90%	23.19	25.97	28.75	32.46	41.74	51.01

NOTE: Junior employees of shopping trolley collection contractors employed on a full-time or part-time basis will be paid the percentage in clause 10.2 of the ~~ordinary~~ minimum hourly rate in clause 10.1.

**Schedule C—Summary of Monetary Allowances**

Monetary amounts in this clause adjusted as a result of AWR 2016
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See clause 11—Allowances for full details of allowances payable under this award.

**C.1 Wage related allowances:**

The wage related allowances in this award are based on the standard rate as defined in Schedule G as the minimum weekly wage for a Cleaning Services Employee Level 1 in clause 10.1 = **\$718.40**

Allowance	Clause	% of standard rate (\$718.40)	\$ per week unless stated otherwise
Broken shift allowance:	11.2(a)	0.458	3.29 per day
Maximum per week		2.29	16.45
Cold places allowance	11.2(b)	0.067	0.48 per hour
Hot places allowance:	11.2(c)		
46°C to 54°C		0.067	0.48 per hour
Over 54°C		0.081	0.58 per hour
Height allowance:	11.2(d)		
Up to and including 22nd floor	11.2(d)(i)	0.108	0.78 per hour or part thereof
Above 22nd floor	11.2(d)(ii)	0.221	1.59 per hour or part thereof
First aid allowance	11.2(e)	1.64	11.78
Leading hand in charge of:	11.2(f)		
1 to 10 employees		6.00	43.10
11 to 20 employees		7.72	55.46
More than 20 employees		9.44	67.82
Refuse collection allowance	11.2(g)	0.456	3.28 per shift
Toilet cleaning allowance:	11.2(h)		
Per week; OR		1.766	12.69
Per shift		0.359	2.58 per shift

## C.2 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

## C.3 Expense related allowances

Allowance	Clause	\$
Employee using own transport:	11.3(b)	
Motor vehicle		0.78 per km
Motorcycle		0.26 per km
Meal allowance	11.3(a)	12.65 per occasion

## C.4 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

## Schedule D—Supported Wage System

Rates updated as a result of AWR 2016

**D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**D.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

### D.3 Eligibility criteria

**D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### D.4 Supported wage rates

**D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**D.4.2** Provided that the minimum amount payable must be not less than **\$82** per week.

**D.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

## **D.5 Assessment of capacity**

**D.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**D.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **D.6 Lodgement of SWS wage assessment agreement**

**D.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **D.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **D.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule

will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **D.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$82** per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

## Schedule E—National Training Wage

Rates updated as a result of AWR 2016

This schedule is being reviewed in matter [AM2016/17](#)

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*



**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **E.3 Coverage**

**E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

**E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

**E.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## **E.5 Minimum Wages**

### **E.5.1 Minimum wages for full-time traineeships**

#### **(a) Wage Level A**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

#### **(b) Wage Level B**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**E.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or

at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **E.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **E.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **E.6 Employment conditions**

**E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

**E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## E.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### E.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**E.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III



<b>Training package</b>	<b>AQF certificate level</b>
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**E.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

## Schedule F—2016 Part-day public holidays

Schedule F amended in accordance with [PR580863](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

**F.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

## Schedule G—Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**broken shift** means a shift where an employee works in two separate periods of duty on any day within a maximum spread of 13 hours and where the break between periods of duty is longer than one hour

**change of contract** means the termination of a particular contract for cleaning services with an employer and the commencement of a new contract with a different employer to perform similar work at the same location

**cleaning area** means the area that the employer is contracted to clean, including internal areas, offices, toilets, kitchens and all other common/public areas but excluding car parks

**contract cleaning services industry** means the business of providing cleaning services under a contract and includes:

- (a) cleaning, including event cleaning, hygiene and pollution control;
- (b) trolley collection, but excluding trolley collection covered by the *General Retail Industry Award 2014*; and
- (c) minor property maintenance which is incidental or peripheral to cleaning

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

**event cleaning** means the provision of cleaning in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events and exhibitions

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in ss. [59 to 131](#) of the Act

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

definition amended in accordance with para [43] of [\[2015\] FWCFB 4658](#)

**ordinary minimum hourly rate** means the full-time hourly rate of pay for the relevant classification in clause 10—Minimum wages

**public holiday** means a day identified as a public holiday in the NES

**standard rate** means the minimum weekly wage for a Cleaning Services Employee Level 1 in clause 10—Minimum wages

**straight shift** means a shift that is not a broken shift

**total cleaning area** means the area that the employer is contracted to clean, including internal areas, offices, toilets, kitchens and all other common/public areas but excluding car parks

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## Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582985](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582985](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

### **The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Schedule J—Agreement for time off instead of payment for overtime**

Schedule J—Agreement for time off instead of payment for overtime inserted in accordance with [PR584087](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_