

Panel of Cleaning Contractors for ACT Public Schools - Panel Deed Number 2011.14370.226

- (b) *Long Service Leave Act 1976* (ACT);
- (c) *Occupational Health and Safety Act 1989* (ACT);
- (d) *Long Service Leave (Building and Construction Industry) Act 1981* (ACT);
- (e) *Long Service Leave (Contract Cleaning Industry) Act 1999* (ACT);
- (f) *Workers' Compensation Act 1951* (ACT);
- (g) *Workplace Relations Act (1996)* (Cwlth); and
- (h) *Superannuation Guarantee (Administration) Act 1992* (Cwlth).

Subcontractor means an entity that is contracted by the **Contracting Entity** to provide services or works in connection with a **Contract** between the Territory and the **Contracting Entity**.

Name of the Contracting Entity in relation to which I make this Declaration:

ACN / ABN of the Contracting Entity:

If a company, include ACN, and if a partnership or sole proprietor, include the full names of individual members and ABN.

1. The following industrial instrument (award or Deed) made pursuant to any Prescribed Legislation specifically applies to the Employees and Subcontractors of the Contracting Entity and is binding on it.

2. The Contracting Entity has in the preceding 24 months of the date of this Declaration complied with all Prescribed Legislation.

YES <input style="width: 40px; height: 20px;" type="checkbox"/>	NO <input style="width: 40px; height: 20px;" type="checkbox"/>
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3. The Contracting Entity has in the preceding 24 months of the date of this Declaration recognised the rights of Employees and Subcontractors to union membership and representation.

YES NO

4. The Contracting Entity has in the preceding 24 months of the date of this Declaration complied with any amendments to wages and conditions of employment for its Employees and Sub-contractors as decided by any authorised industrial or wage-setting agency.

YES NO

5. In the preceding 24 months of the date of this Declaration there have been either:

(a) no findings against the Contracting Entity, or a proposed Subcontractor, by a court, tribunal, commission or board of a breach of any Prescribed Legislation, including a finding of a breach in a non-confidential consent order;

OR

(b) the following findings against the Contracting Entity, or a proposed Subcontractor, by a court, tribunal, commission or board of a breach of any Prescribed Legislation, including a finding of a breach in a non-confidential consent order [provide Full Details].

6. In the preceding 24 months of the date of this Declaration there have been either:

(a) no convictions under the Prescribed Legislation against the Contracting Entity or a proposed Subcontractor;

OR

(b) the following convictions under the Prescribed Legislation against the Contracting Entity or a proposed Subcontractor [provide Full Details].

7. There are currently no proceedings or prosecutions against the Contracting Entity or a proposed Subcontractor in respect of a breach of any Prescribed Legislation OR the following proceedings and prosecutions are currently brought against the Contracting Entity or a proposed Subcontractor [provide Full Details].

8. The Contracting Entity has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation OR the Contracting Entity has implemented the following remedial measures to ensure future compliance with Prescribed Legislation.

ATTACHMENT B
Performance Review Form

ATTACHMENT C

Draft Services Agreement

Wynants, John

From: Budnick, Narelle
Sent: Thursday, 26 November 2015 11:22 AM
To: sam@accoladeadvisory.com.au
Cc: Whybrow, Mark; Wynants, John
Subject: Clean Start Agreement 2013-17
Attachments: SCHOOL CLEANING CLEAN START AGREEMENT part 1.pdf; ACT SCHOOLS AGREEMENT PART TWO.PDF; Fair Work Act extract- Stand down section.pdf

Importance: High
Sensitivity: Private

Good morning Sam

As requested, please find attached the Directorate's copy of the Clean Start Collective Agreement 2013-2017. Page 36 references stand down requirements.

Also attached is an extract from the Fair Work Act referring to circumstances allowing stand down.

Kind regards
Narelle

Narelle Budnick | Office Manager
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«Company_Name» and United Voice Clean Start Collective Agreement 2013 – 2017 for ACT Government Schools

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PART A

1. TITLE

This Agreement shall be known as the «Company_Name» and United Voice Clean Start Union Collective Agreement 2013-2017 for ACT Government Schools

2. TERMS OF OPERATION

The terms of this Agreement shall apply in the Australian Capital Territory from the date referred to in Clause 3, to all employees employed by «Company_Name» to perform work pursuant to contracts for the cleaning of ACT Public Schools.

3. COMMENCEMENT

This Agreement comes into operation on and from the seventh day after the Fair Work Commission has notified approval of the agreement and has a nominal expiry date of 1 July 2017.

4. PARTIES BOUND

4.1. The parties covered by this Agreement are:

United Voice; and

«Company_Name» ABN «ABN» (the Employer); and

4.2. This Agreement binds the employer in respect of all employees employed by the employer, and their related entities, as referred to in clause 2 who are employed in the classifications set out in clause 29 of Part A.

5. INCORPORATION OF AWARD

5.1. The terms of the Cleaning Services Award [MA000022] or successor award(s) ('the Award'), as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

5.2. Despite the above clause, any 'flexibility term' as defined in the Fair Work Act 2009 ('the Act') that is contained in the Award is not incorporated into this agreement.

5.3. In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.

5.4. Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.

6. POSTING OF AGREEMENT

A true copy of this Agreement shall be available on site or shall be provided by the Employer to any employee upon request.

7. DEFINITIONS

7.1. **Act** means the *Fair Work Act 2009*

7.2. **Agreement** means «Company_Name» and United Voice Clean Start Union Collective Agreement 2013-2017 for ACT Government Schools.

7.3. **Central Business Districts** means:

7.3.1. Australian Capital Territory (ACT):

7.3.1.1 **Civic**: the area bounded by Barry Drive/Cooyong Street in the north, Ballumbir Street in the north-east, Coranderrk Street in the south-east, Parkes Way in the south, Hales Street/McCoy Circuit in the south-west, and Ellery Crescent/Kingsley Street in the north-west.

7.3.1.2 **Non-Civic**: All suburbs other than Civic within the ACT.

7.4. **Change of Contract** means the termination of a contract for cleaning services by the outgoing contractor and the commencement of a contract with the incoming contractor to perform similar work covered by this Agreement.

7.5. **Chosen Representative** means a person, or organisation that an employee has chosen to represent them. This may include, but is not limited to United Voice, colleague or confidant.

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

7.7. **Commercial Building** is a type of building that is used for commercial activities. A 'commercial building' can include, but is not limited to, office buildings, retail centres, tertiary institutions and/or public buildings such as libraries, museums, galleries, convention centres and transport stations, but excluding government and non-government schools.

7.8. **Continuous Service** for the purposes of the Agreement a year of employment shall be deemed to be unbroken notwithstanding:

7.8.1. Any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

- 7.8.2. Any absence from work of not more than ninety days in the year of employment on account of sickness or accident;
- 7.8.3. Any absence on account of leave granted imposed or agreed to by the employer;
- 7.8.4. Any authorised absence on any other account not involving termination of employment.
- 7.9. **Employee** means an employee employed by the employer pursuant to clause 4.2;
- 7.10. **Employer** means the entity referred to in clause 4.2.
- 7.11. **Immediate family** means an employee's:
- 7.11.1 Spouse, de facto spouse, former spouse, former de facto spouse, whether or not such person is of the same sex as the employee;
 - 7.11.2 Grandparents, grandparents in-law; parents and parents in-law;
 - 7.11.3 Siblings, step-siblings, siblings and step-siblings of spouse, de facto spouse, former Spouse, former de facto spouse whether or not such person is the same sex as the employee;
 - 7.11.4 Child, adult child, adopted child, step-child, ex-nuptial child and grand-child; and
 - 7.11.5 Household member.
- 7.12. **Office Building** is a form of commercial building which contains spaces mainly designed to be used for offices. The principal purpose of an 'office building' is to provide a workplace and working environment primarily for administrative, professional and managerial workers. Office building also includes mixed-use buildings, which are comprised of both office and retail space, including but not limited to the premises of a Court or Tribunal.
- 7.13. **Ordinary pay** in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:
- 7.13.1 Over Agreement payments (if any) for ordinary hours of work;
 - 7.13.2 Leading hand allowance;
 - 7.13.3 First aid allowance;
 - 7.13.4 Shift work premiums, according to roster or projected roster;
 - 7.13.5 Saturday and Sunday premiums according to roster or projected roster;
 - 7.13.6 Where the employee is provided with board or lodging by the Employer, the cash values of the board and lodging; and

- 7.13.7 For the purposes of the definition of ordinary pay, where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work for an employee for a period or periods of annual leave shall be deemed to be the employee's average weekly number of hours worked during the period in respect of which the right to the annual leave accrues.
- 7.14 **FWC** means Fair Work Commission.
- 7.15 **Modern Award** means MA000022 Cleaning Services Award 2010.
- 7.16 **NES** means the National Employment Standards.
- 7.17 **Shift worker** means an employee who is available for roster for 7 days a week and who regularly works on Sundays and /or public holidays. Save and except that:
- 7.17.2 A Shift Worker means an employee who works Saturdays and/or Sundays.
- 7.17.3 For the purposes of the NES a Shift Worker is an employee:
- 7.17.3.1 Who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven (7) days of the week;
- 7.17.3.2 Who is regularly rostered to work on Sundays and public holidays;
- 7.17.3.3 Where an employee with 12 months service is engaged for any part of the 12 month period as a shift worker, that employee must have their annual leave increased by one half day for each month the employee is continuously engaged as a seven day shift worker, provided that a limit of 10 months in any year will be counted towards the additional leave accrual.
- 7.18 **Union** means United Voice.
- 7.19 **Week** in relation to any employee means the employee's ordinary working week.

8 ANTI DISCRIMINATION

- 8.1 It is the intention of the parties to this Agreement that it specifically exclude any discriminatory terms as defined by section 195 of the Act
- 8.2 Accordingly, in fulfilling their obligations under the dispute settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3 Nothing in this clause is taken to affect:

- 8.3.1 any different treatment (or treatment having different effect) which is specifically exempted under state or territory or Commonwealth anti-discrimination legislation;
- 8.3.2 Until considered and determined further, the payment of different wages for employees who have not reached a particular age; and
- 8.3.3 An employee; employer or registered organisation, pursuing matters of discrimination in any state or territory or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

9. SAVINGS CLAUSE

- 9.1 This Agreement is read in conjunction with the NES and if a term of this Agreement is detrimental to an employee when compared to a Standard, the Standard prevails over a term of this Agreement.
- 9.2 If any base rate payable to an employee under this Agreement falls below the base rate payable for the employee's corresponding classification under the Modern Award or a relevant Minimum Wage Order, the employees must be paid at a base rate no less than that applicable under the Award or Order.
- 9.3 A term of a contract of employment that is more beneficial to an employee than the corresponding term of this Agreement is to prevail over the corresponding term of the Agreement.

10 RELATIONSHIP BETWEEN EMPLOYER AND UNITED VOICE

10.1 Commitment to collective bargaining

- 10.1.1 The Employer and United Voice being parties to this Agreement are strongly committed to the principle of collective bargaining.
- 10.1.2 The Employer and United Voice agree to work together to successfully implement this Agreement and to negotiate a successor agreement prior to the nominal expiry date of this Agreement.

10.2 Annual union meeting

- 10.2.1 The Employer will allow the opportunity once each year, at each work site (or an appropriate alternate venue nominated by United Voice), for union representatives to meet with all existing cleaners to discuss union and industry issues (such as dispute resolution). This will occur in the manner outlined below and in such a way as to ensure normal cleaning operations are not disrupted.
- 10.2.2 The purpose of such a meeting shall be consistent with the purpose for which Union Right of Entry is legitimately permitted under the Act.

- 10.2.3 The Union will seek to reach agreement with the Employer as to an appropriate time to conduct a meeting and in such a manner that employees do not lose pay for attending the meeting.
- 10.2.4 Where such agreement is unable to be reached, the Employer will facilitate a 30 minute paid meeting at the worksite (or an appropriate alternate venue nominated by United Voice) at an agreed time.

10.3 Union delegates

- 10.3.1 United Voice will advise the Employer of accredited United Voice delegates whose employment conditions are covered by this Agreement.
- 10.3.2 The Employer will allow accredited United Voice delegates reasonable time during working hours to meet with employees and United Voice officials and/or officers on matters related to the workplace.
- 10.3.3 The Employer will afford a reasonable opportunity to United Voice delegates to speak to new employees during work hours.
- 10.3.4 Wherever practicable, the employer will provide reasonable access to a private area where delegates can meet with individual members, or other delegates to conduct union business.
- 10.3.5 The Employer will provide accredited United Voice delegates with up to five (5) days per year paid time to participate and attend a recognised trade union training course and meetings of the union held pursuant to its rules (e.g. Divisional Committees, Branch Council, Branch Executive, Quarterly Meeting) and Delegates Conventions up to a maximum of 25 days per year for each State or Territory.
- 10.3.6 In addition United Voice delegates will be provided paid time each month to participate and attend recognised delegates meetings. To avoid any doubt this means paid time for one shift per delegate with a limit of two delegates per site.
- 10.3.7 Additional paid leave as set out in clause 10.3.5 (above) shall cover the 24-hour period so that Shift, Night and Afternoon workers are in no way financially disadvantaged by their attendance.
- 10.3.8 Leave to attend discussions with management on particular issues or to meet any other requirements of the role shall be arranged with the relevant state manager or other management representatives as determined by the Employer and authorisation will not unreasonably be withheld.
- 10.3.9 Union Delegates will be treated fairly and will be able to perform their role without any discrimination or victimisation in their employment, in accordance with the Act. Where

practicable, Union Delegates will have reasonable access, including during working hours, to the use of a phone, fax machine and photocopier to attend to union business.

10.3.10 Subject to the provisions of any relevant legislation the opportunity is open for Union Delegates to approach employees in respect to union membership.

10.3.11 The Parties to this Agreement recognise that Union delegates need time ensure Clean Start standards are maintained across the sector.

10.3.12 To facilitate this the Employer will provide a union delegate with a minimum of 1.5 hours of paid time at the beginning of their shift without loss of pay to undertake union activities in their workplace or any other place of United Voice's choosing. The nominated union delegate will not be required to make up for time spent undertaking union activities referred to in this clause.

10.3.12.1 United Voice has the right to nominate the shift referred to in this clause provided that:

- a. only 1 employee per building a fortnight is nominated; and
- b. the nomination is made at a workplace where ordinarily 8 or more employees work per shift.

10.4 Union work leave

The employer agrees that at any one time, one (1) employee per state (or more as agreed) may be granted unpaid leave time up to six (6) months in duration in order to work for the Union. The granting of such leave shall be subject to the operational requirements of the Employer. The Employee shall return to his/her position and work schedule at the completion of this period. Such unpaid leave shall not accumulate personal leave or annual leave. The accrual of Long Service Leave shall be in accordance with relevant State or Territory legislation.

10.5 Locations and site details

10.5.1 The Employer shall, upon request, supply United Voice with the following details:

10.5.2 The location of its sites where it engages employees under the terms and conditions of this Agreement;

10.5.3 The names and contact details of site supervisors, area managers and/or customer service managers; and

10.5.4 The details of shift times that employees work.

10.6 Wages records

10.6.1 The Employer agrees to classify employees in accordance with the classification structure contained in the Award in a transparent way.

10.6.2 On a monthly basis the Employer shall provide electronically to the Union (and in hard copy if requested by the Union) a list of all employees whose terms and conditions of employment are governed by this Agreement, the date on which they commenced employment, the site/s on which they are employed, the particular classification of the employee and whether the employee is employed on a full time, part-time or casual basis.

10.6.3 In addition to the information supplied under 10.6.2 (above), with 14 days' notice, the Employer shall provide to the Union on a quarterly basis (or at other times as requested) a 'random sample', as defined by the Union, of wages record of their employees. The sample taken should be large enough to provide a reliable means of monitoring compliance but not so large as to place an unnecessary burden on the employer. The method of selection shall take account of the type of sites on which the employer operates and shift times worked by employees.

10.6.4 Should any disagreement arise in relation to the above the matter shall be referred to FWC to conciliate or, as a last resort, arbitrate a resolution.

10.7 Supervisor training

The Employer will require all supervisors and managers to attend annual training run by the Employer with United Voice on the terms of this Agreement and other agreed issues. This training will commence, where practicable, within one month of the commencement of this Agreement.

10.8 Company Inductions

10.8.1 The Employer agrees to provide the opportunity and facility for Union delegates and officers of United Voice to make presentations to new employees as part of a formal induction process. The induction presentation will be supportive of the Employer and its management and in turn the Employer will advise staff that they are supportive of Union membership. All new team members covered by this Agreement shall, upon induction, be given an application form to join United Voice and any relevant literature provided by United Voice. Within 48 hours all completed forms must be faxed to the local Union branch.

10.8.2 Subject to the consent of each individual cleaner, and the Employer's obligations under any other relevant legislation, the Employer shall:

10.8.2.1 When holding inductions for new employees, use all reasonable endeavours to provide the following information to United Voice at least five (5) days prior to the induction:

- a. The full name, address and contact details of all employees who will participate;
- b. The hours of work of each new employee;
- c. The classification of each new employee; and

- d. The work site of each new employee.

10.8.2.2

Where formal company inductions are not held (as per clause 10.8.1 and 10.8.2 of this Agreement) within a six (6) months period an additional annual meeting (as described within clause 10.2) will be held by the Union.

- a. If United Voice has contacted the Employer to hold a meeting as per clause 10.8.1, the meeting must be held within 14 days, unless otherwise agreed by the Union.

PART B**A FAIR CONTRACT CLEANING INDUSTRY**

The Employer and United Voice acknowledge that the Clean Start - Fair Deal for Cleaners campaign has highlighted the need for reform in the contract cleaning industry and agree to the implementation of the industry standards included in this Agreement. The parties agree to continue to work together to encourage the development of a quality focused industry that provides good jobs for employees.

In particular, the parties are committed to the introduction of the following standards:

FAIR HOURS - increase the hours of employees to a minimum shift of 4 hours and provide opportunities for extended hours of employment for part time employees.

FAIR WORKLOADS - introduce responsible and transparent contracting practices across the industry that ensures reasonable workloads for employees.

FAIR PAY - improve employees' wage rates through annual increases and establish a national rate overtime.

FAIR JOB SECURITY - protect employees' jobs and entitlements at contract changeovers.

FAIR TREATMENT - secure respect for employees, and improve training in occupational health and safety.

FAIR LEAVE - work together to introduce portable long service leave across the industry (where it does not already exist).

FAIR RIGHTS - establish effective dispute resolution procedures to solve workplace issues.

DIVISION 1 - FAIR TREATMENT

11 RESPECT IN THE WORKPLACE

11.1 Commitment of the Parties

The parties agree to work together to foster and encourage a working environment that promotes and values the jobs performed by employees.

11.2 Employer Obligation

11.2.1 The employer will at all times maintain respect for employees in their workplace.

11.2.2 On commencement of this Agreement, the employer will provide all employees with a statement outlining their obligation and commitment to treat cleaners with respect. This statement is titled 'the cleaners charter' and is included as Appendix 6 of this Agreement. The employer will also provide this document to all future employees engaged under the terms of this Agreement.

11.2.3 In addition, the employer will require all supervisors and managers to attend a one hour briefing within one month of the commencement of this Agreement to ensure full organisational compliance with the commitment stipulated in 11.1.

11.2.4 The employer will require all supervisors and managers to attend training run by the employer with United Voice on the terms of the Agreement and other agreed issues. This training will occur, where practicable, within one month of the commencement of the Agreement.

11.3 Employee Facilities

11.3.1 In accordance with the obligation set out in 11.1, the employer will ensure all employees have access to adequate facilities before, during and after their shifts.

11.3.2 Adequate facilities must include, but not be limited to:

11.3.2.1 A notice board of reasonable dimensions (minimum of 42cm x 29.5cm) must be displayed in an area reasonably accessible by employees working under this agreement which cannot be used by the employer. Material posted on the notice board by the Union will not be removed by the company or its agents without written consent:

11.3.2.2 Where practicable, a secure area for each employee to store their individual belongings; and

11.3.2.3 A separate, private space in which employees may change into company uniform and spend their breaks.

12 EMPLOYMENT CATEGORIES

12.1 Employees under this Agreement will be employed as either permanent or casual employees.

12.1.1 Permanent employment

12.1.1.1 The employer agrees to maximise the use of permanent staff and to only make use of casual employees in the circumstances set out in clause 12.2.

12.1.1.2 The employer will categorise permanent employees as either:

- a. Full-time; or
- b. Part-time.

12.1.2 Casual Employment

12.1.2.1 A casual employee is an employee who is paid by the hour in accordance with clause 32 and who is engaged to either:

- a. relieve a part-time or full-time employee whilst they are on annual leave, sick leave, personal carer's leave, workers' compensation, leave without pay or parental leave; or
- b. carry out work in emergency circumstances where the employer is unable to offer this work to a permanent employee; or
- c. where the work required to be done is of a sporadic, or ad hoc nature.

12.1.2.2 All casual employees shall be engaged for a minimum engagement as set out in clause 19.

12.3 SUB-CONTRACTING AND LABOUR HIRE ARRANGEMENTS

- 12.3.1 In entering into this agreement the employer undertakes to its employees and United Voice that it will ensure that it will enter into contacts based upon the terms of this agreement and the principle of engaging and retaining employees to work under the agreement. In order to maintain the intent and integrity of this agreement, promote job security and limit disputes the parties will consult about the matters set out in this clause and ensure they are implemented (in accordance with clause 12.3.8)
- 12.3.2 The engagement of labour hire employees and/or contractors will normally be limited to the performance and completion of 'specialist work' not usually completed by direct employees.
- 12.3.3 The employer must ensure, when it is contracting any labour hire agency to supply employees to perform work covered by any of the classifications contained in this agreement, that the labour hire agency engages its employees on minimum employment standards, including:
- 12.3.3.1 rates of pay, superannuation and allowances no less than those prescribed in this agreement;
 - 12.3.3.2 minimum shift lengths as prescribed in clause 19 of this agreement;
 - 12.3.3.3 employee inductions as prescribed in clause 10 of this agreement;
 - 12.3.3.4 a Workplace Health and Safety system at a comparable standard to the Employer; and
 - 12.3.3.5 provisions for Union's delegates rights as prescribed in clause 10.3 of this agreement.
- 12.3.4 To avoid any doubt, the employer must ensure the labour hire company has sufficient resources to provide minimum employment standards, including those required in this clause.
- 12.3.5 The employer must ensure that when it is subcontracting out work to other employers and/or contractors that the other employers and/or contractors engages its employees, including sole traders, on minimum employment standards, including:
- 12.3.5.1 rates of pay, Superannuation and allowances no less than those prescribed in this agreement;
 - 12.3.5.2 minimum shift lengths as prescribed in clause 21 of this agreement;
 - 12.3.5.3 employee induction and training as prescribed in clause 10 of this agreement;
 - 12.3.5.4 a Work Health and Safety system at a comparable standard to the Employer; and

- 12.3.5.5 provisions for Unions delegates rights as prescribed in clause 10 of this agreement.
- 12.3.6 To avoid any doubt, the employer must ensure the subcontracting arrangements contain sufficient resources to allow the subcontractor to provide minimum employment standards, including those required in this clause.
- 12.3.7 The employer will advise United Voice of the existence of such labour hire and subcontracting arrangements and the locations and sites where an agreement occurs.
- 12.3.8 Consultation - before the employer engages contractors or labour hire companies to do work covered by this Agreement the employer must consult with United Voice. For the purposes of consultation the employer must inform the Union at least 21 days prior to the engagement of:
- 12.3.8.1 the name of the proposed contractor, or contractors, and/or labour hire companies;
 - 12.3.8.2 the type of work proposed to be given to the contractor, or contractors, or labour hire company or companies;
 - 12.3.8.3 the number of persons and qualifications of the persons the proposed contractor, contractors, or labour hire company or companies may engage; and
 - 12.3.8.4 the likely duration of the engagement.
 - 12.3.8.5 The arrangements set in place to ensure the terms of clause 15 will be adhered to.
- 12.3.9 In the case of an emergency (e.g. a pipe explosion that would require specialised equipment and workers on short notice) the Employer must inform United Voice as soon as possible after arranging the services.

13 PROBATIONARY PERIOD

- 13.1 Except after change of contract (as defined in clause 7), those employees employed on either a full or part time basis are required to serve a probationary period on commencement of employment.
- 13.2 The length of this probationary period is three (3) months from the commencement date of employment. The employer must notify employees in writing on engagement of the length of the probationary period.

14 LETTER OF APPOINTMENT

- 14.1 Each employee employed under this Agreement shall receive on engagement a letter of appointment including the following information:
- 14.1.1 that the employer and United Voice are covered by this Agreement, which sets out their minimum terms and conditions of employment;
 - 14.1.2 the initial place or places of work, with a clear statement that the location of work covered by this Agreement may only be changed upon a minimum of seven days' notice. Any decision regarding an employee's new location will be subject to the company's operating requirements and the personal circumstances of the employee (e.g. reasonable distance to new location);
 - 14.1.3 weekly number and pattern of hours including the days of the week and starting finishing times;
 - 14.1.4 classification;
 - 14.1.5 job title;
 - 14.1.6 employment status (full-time, part-time or casual);and
 - 14.1.7 the matters referred to in Clause 13.
- 14.2 In preparing the letter the employer will have regard to the language skills of the respective employee.
- 14.3 **Variations**
- 14.3.1 Any variation to any term of an employee's letter of appointment other than arising from clause 14.1.2 is to be mutually agreed and recorded in writing by the employer.
 - 14.3.2 Nothing in this clause shall limit the ability of a part-time employee to agree to work an additional shift at ordinary rates of pay, including, where appropriate, penalty and overtime payments prescribed by or provided for in this Agreement.

15 INDUCTION AND TRAINING

- 15.1 The parties acknowledge the benefits of effective induction, training in the use of equipment and the performance of cleaning tasks, and instruction in occupational health and safety practices for all new employees.
- 15.2 **Off-site Induction**
- 15.2.1 The employer will provide all new and prospective employees with at least a one hour induction that is to occur before the commencement of on-the-job duties or training. This induction will be held on a group basis (where practicable) and provide training and information on:
 - 15.2.1.1 The employer's employment policies;

- 15.2.1.2 Conditions of employment and service, including grievance procedures;
- 15.2.1.3 Lines of authority and accountability;
- 15.2.1.4 The specific tasks expected of each employee and how they are to be completed in practice; and
- 15.2.1.5 The occupational health and safety policies of the employer, particular hazards associated with the job, control measures applicable to each hazard and procedures for controlling and preventing hazards in the workplace.

15.2.2 The employer will conduct the inductions on a group basis (where practicable) to include all employees who are to commence on the job duties at the various sites where the employer operates.

15.2.3 In preparing the induction presentation and materials, the employer shall have regard to the language skills of each employee.

15.2 On the job training

15.2.1 The employer will ensure that all employees commencing at a new site will be provided with paid on the job training.

15.2.2 During this shift, the employer will provide employees with the necessary training to adequately prepare them for commencing work. This will include being trained in each cleaning task, and except in the case of single person sites, observing the performance of cleaning tasks by other employees; and a comprehensive tour of the building and its facilities.

15.2.3 In the case of single employee locations, the training shall include the observation of performance of cleaning tasks by other employees only where it is reasonably practicable to do so.

16 EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT

The employer will comply with all relevant legislation to provide equal opportunity for every employee in all spheres of employment, and an environment in which employees may work without distress or interference caused by harassment, including sexual harassment.

DIVISION 2 - FAIR HOURS

17 COMMITMENT OF PARTIES

The parties are committed to permanency of employment and to maximising the hours available to part time employees to improve their income levels.

18 HOURS OF WORK

18.1 Permanent employees

18.1.1 The ordinary working hours for permanent employees (as defined in clause 12.1) shall be an average of 38 hours per week to be worked:

18.1.2 As 38 hours per seven (7) day cycle; or

18.1.3 As 76 hours per 14 day cycle

18.1.4 Each employee shall be entitled to two full consecutive days off within each 7 day cycle.

18.1.5 A maximum of ten ordinary hours work per day may be worked (exclusive of meal breaks) on any of the 5 rostered days of the week.

18.1.6 The employer must give an employee a break of at least 8 consecutive hours between the completion of his/her shift and the commencement of another shift.

18.1.6.1 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.

18.2 Part time employees only

18.2.1 A part-time employee is an employee who:

18.2.1.1 works less than full-time hours of 38 hours per week; and

18.2.1.2 is engaged for a regular number of hours each week; and

18.2.1.3 receives, on a pro rata basis, equivalent conditions to those of full-time employees who do the same kind of work.

18.3 Restriction of Hours

The Employer will not ask, direct or roster an employee to work more than they are legally permitted to under their relevant work or study visa.

19 MINIMUM ENGAGEMENT

- 19.1 The employer may roster 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.
- 19.2 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 shall be for 1 hour. Where employees are engaged at a location (with a total cleaning area (as defined) of up to 2000 square metres) the minimum engagement shall be for 2 hours.
- 19.3 Where employees are engaged at a location (with a total cleaning area (as defined) of 2000 to 5000 square metres) the minimum engagement shall be for 3 hours.
- 19.4 Where employees are engaged at a location (with the total cleaning area (as defined) of more than 5000 square metres) the minimum engagement shall be four hours
- 19.5 The minimum engagement provisions in this clause may be varied on particular sites at the request of the employee/s and where there is genuine agreement to the change by the employee/s and the employer.
- 19.5.1 Before the employer makes a decision in relation to the request, the employer must consult with United Voice.
- 19.5.2 For the purposes of consultation the employer must inform the Union within 7 days of receiving the request.
- 19.5.3 Where an agreement is reached it must be in writing and signed by the employer, the employee/s concerned and their representative.
- 19.5.4 A copy of the agreement must be retained by the employer.
- 19.5.5 the agreement must be signed in the presence of a Union delegate and in a language understood by the employee.
- 19.5.6 the agreement can be terminated by the giving of written notice of balance, being the balance of the current pay cycle or 14 days, whichever is the greater. The employer, the union or a majority of employees covered by the arrangement agreed to pursuant to 19.5.3 above, may give notice of termination under this clause.
- 19.5.7 In the absence of a written agreement the minimum engagement provisions in clause 19.1-19.4 will apply.

20 MEAL BREAK AND REST BREAK**20.1 Meal break**

20.1.1 All employees shall be entitled to an unpaid meal break of at least 30 minutes not more than five hours from the start of the period of work.

20.1.2 If any employee is interrupted during his or her normal meal break and directed to work, the employee shall be paid at overtime rates for all work done until such time as the meal break is resumed and completed.

20.2 Rest Break

20.2.1 Employees who are rostered to work more than 4 hours on anyone day or shift shall receive a ten minute rest break during the first half of their day or shift.

20.2.2 Employees shall receive a further paid ten minute rest break during the second 4 hours of their day or shift.

21 ROSTERING

21.1 The employer must post a legible notice at some place readily accessible to employees indicating the start and finish times of work. This must be posted at least 7 days before the commencement of the roster period.

21.2 The said rostered hours can only be changed by the employer giving at least 7 days' notice to the employee concerned, otherwise overtime must be paid.

21.3 In the case of emergency the roster can, with the genuine agreement of the employees concerned, be altered by the employer giving 48 hours' notice. Such agreement shall be recorded in writing in the employee's time and wages records.

21.3.1 For the purposes of clause 21.3, 'emergency' does not include:

21.3.1.1 The absence from work of a fellow employee; or

21.3.1.2 Any other reasonably foreseeable circumstance.

21.3.2 So as to avoid doubt, any allocation of additional hours to employees to cover another employee's temporary absence due to leave or any other circumstances will not be regarded as a roster change for the purposes of this clause.

22 EXTENDED HOURS**22.1 Statement of Intent**

The intention of these provisions is to maximise the hours of existing permanent employees when additional work becomes available in a building in order to provide maximum stability and security of employment for employees.

22.2 Sites for Extended Hour Shifts

The employer agrees that it will use best endeavours to introduce shifts greater than the minimum hours provided for in clause 19 for cleaners in specific buildings during the life of this agreement. In addition, the employer agrees to hold a review of the success of this process one year after the commencement of this agreement, as stipulated in clause 3.

22.3 Extended Hours Procedure: Expression of Interest

- 22.3.1 Employees who have submitted an expression of interest in writing to the employer, to maximise available hours, will be eligible to increase their hours of work by these provisions;
- 22.3.2 The employer shall keep expressions of interest in a readily accessible file to assist the parties in resolving any grievances or disputes over the allocation of additional hours; and
- 22.3.3 Expressions of interest remain current until amended or revoked by the employee. It is recommended that employees be encouraged to provide a new expression of interest at the commencement of each year.

22.4 Provisions

- 22.4.1 Employees who have expressed an interest in writing to increase their hours will be eligible to increase their hours of employment by accessing hours when they become available due to:
 - 22.4.1.1 The separation of employment (retirement, resignation, or dismissal etc.) of an existing employee or where an employee voluntarily requests a reduction of hours;
 - 22.4.1.2 Additional hours being made available voluntarily by the employer;
 - 22.4.1.3 The absence of a permanent employee due to authorised leave, workers' compensation etc.
- 22.4.2 The employer will provide written notification to the employee of their eligibility for an increase in hours by the employer when such hours become available.
- 22.4.3 Where hours become available and more than one employee in a building has expressed an interest in writing to increase their hours, the employer will, where practicable, apply any increase in hours equitably, or as agreed between the relevant employees, taking into account the previous work experience and availability of the employee. Equitable allocation is determined as an equal increase in hours.
- 22.4.4 Where after consultation with the employee/s concerned, the employer requires an alternative allocation of hours as a result of operational factors; the employer must notify the affected employees in writing of the reasons for the alternative allocation.
- 22.4.5 The Employer and United Voice intend to work cooperatively to implement extended hours as set out in clause 22.

- 22.4.6 The documents the Employer is required to keep pursuant to clause 22.3.2 shall be kept in the employee's personnel file and noted in the time and wages record of the employer. Where the Employer provides written notification to an employee of their eligibility for extended hours pursuant to clause 22.4.2 such notification shall be kept in the employee's personnel file.
- 22.4.7 Where the Employer wishes to make an alternative allocation in accordance with clause 22.4.4, United Voice will be consulted if the employee requests.

DIVISION 3 - FAIR WORKLOAD AND SAFETY

23 COMMITMENT OF PARTIES

The parties are committed to providing a safe working environment for employees, acknowledging that this is closely connected to the employer setting workloads at reasonable levels.

24 WORKLOAD MANAGEMENT

24.1 Employer's Obligation

24.1.1 The Employer will ensure that staffing levels are reasonable.

24.1.2 In deciding what is reasonable, the employer should have regard to:

- 24.1.2.1 The principles that no employee should be forced to endure unduly burdensome workload and that all work should be able to be completed in paid work time;
- 24.1.2.2 The delivery of quality cleaning services to building owners and tenants; and
- 24.1.2.3 Compliance with their Work Health and Safety obligations to employees in the respective state or territory.

24.2 Payment for all hours worked

Cleaners must be paid for all time worked. No employee will be required to work before or after scheduled shift times, including preparation of trolleys and completion of allocated tasks after scheduled shift times, without pay (including, where appropriate, penalty and overtime payments in accordance with wages outlined in this agreement).

25 DUTY SCHEDULE

25.1 The employer shall provide a duty schedule at each site specifying:

- 25.1.1 The specific tasks that are to be performed on each individual floor, which could include, but is not limited to, number of toilets, vacuuming, emptying bins, dusting etc.
- 25.1.2 Each employee shall be informed in writing of which floor, floors or part thereof they are allocated to clean;

25.2 The employer will ensure that duty schedules are reasonably able to be undertaken in the hours worked by each respective employee.

25.3 Duty schedules will be reviewed no less than twice a year. At the time of each review the Employer will consult with affected cleaners and their Union Delegate or representative about tasks allocated, workload, floor, floors or part thereof and timeframes assigned.

25.4 The Employer will also ensure that site Duty Schedules posted in accordance with clause 25.1 will be available for inspection by representatives of United Voice at all reasonable times and, where requested, copies shall be provided to representatives of United Voice.

26 WORKPLACE HEALTH AND SAFETY**26.1 Commitment**

- 26.1.1 The parties to this agreement are committed to a safe and healthy work environment.
- 26.1.2 To this end the parties commit to operating above the principles outlined in their respective state or territory Work Health and Safety legislation and will manage risk by elimination, substitution, separation, redesign, administration and personal protective equipment where appropriate.

26.2 Health and Safety Representatives

- 26.2.1 The parties to this agreement recognise the important role that Workplace Health and Safety Officers and Workplace Health and Safety Representatives play in risk management.
- 26.2.2 Employees will elect workplace health and safety representatives at their places of work, shift and classifications in accordance with applicable state or territory legislation.

26.3 Health and Safety Training

- 26.3.1 New employees and employees who have been transferred to a site, will receive induction training which will consist of the occupational health and safety policies and procedures (including Safe Work Method Statements) of the employer, particular hazards associated with the job. Control measures applicable to each hazard and procedures for controlling and preventing hazards in the workplace. This training will include but is not limited to the use of equipment. The location and use of protective clothing and equipment, the use of chemicals, and instruction of occupational health and safety practices at that site.
- 26.3.2 All Health and Safety policies and procedures will be in writing, in appropriate languages spoken by workers at the worksite, made available to all workers.
- 26.3.2 The employer will keep written records of all Health and Safety Training delivered to each worker and made available for inspection by authorised persons.

27 EQUIPMENT**27.1 Commitment**

- 27.1.1 Cleaners shall be provided with adequate, suitable and safe working equipment in order to complete their duties.
- 27.1.2 Cleaners will be supplied with adequate uniforms, gloves, cloths, clearly and correctly labelled cleaning chemicals, and operational machinery to perform their duties.

DIVISION 4 - FAIR WAGES

28 COMMITMENT OF PARTIES

The parties agree to give certainty to employees and the employer by providing an annual increase in wages, achieving national wages parity and strengthening penalties and allowances over the life of this Agreement.

29 CLASSIFICATIONS

29.1 All employees shall be classified according to the following classification definitions and paid as such.

29.2 **A Building Service Employee Grade One (SSE 1)** is an employee who at the completion of their training and induction in accordance with clause 15 is capable of performing work within the scope of this level. Such an employee 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.

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

29.2.1.1 vacuuming and spot cleaning of carpets and soft furnishings;

29.2.1.2 sweeping and mopping;

29.2.1.3 toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 35.6);

29.2.1.4 rubbish collection;

29.2.1.5 cleaning of glass, both internal and external;

29.2.1.6 dusting of hard surfaces.

29.3 **A Building Service Employee Grade Two (SSE 2)** is an employee who at the completion of training is capable of performing work above and beyond the skills of an employee at SSE 1 level notwithstanding the fact that they may be required to perform any duties of a SSE 1 and, in addition, is engaged for a majority of each day or shift on any of the following tasks, or a combination of such tasks:

29.3.1 Ordering supplies and receiving deliveries;

29.3.2 Carpet Cleaning;

29.3.3 Operating 'ride on' powered machinery;

29.3.4 Operating steam cleaning and pressure washing equipment on the exterior of buildings;

29.3.5 Distribution of toilet and other requisites and cleaning materials in buildings;

29.3.6 The performance of customer or public relations duties as required;

29.3.7 Assisting in the provision of on-the-job training;

29.3.8 Minor maintenance duties incidental and/or peripheral to cleaning (and of a non-trade nature);

29.3.9 The application of sealer/finish.

29.4 **A Building Service Employee Grade Three (SSE 3) is either:**

29.4.1 An employee who is entrusted with the supervision of cleaning as a principal responsibility, who co-ordinates the work of BSEs 1, 2 and 3 and who generally superintends the activity of all the buildings cleaners. Indicative of the tasks which an employee at this level may perform are the following:

29.4.1.1 Ensuring that proper maintenance procedures for building plant and equipment are observed;

29.4.1.2 the arrangement of service calls to ensure that building plant is operating correctly;

29.4.1.3 dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;

29.4.1.4 coordination of the work with Leading Hands of all cleaners;

29.4.1.5 handling routine personnel, industrial relations and health and safety matters; or

29.4.2 An employee who is responsible for cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.

30 WAGE RATES

30.1 All employees

30.1.1 All employees shall be paid the rate as set out in the applicable wages table in Appendix 1 of this Agreement for their respective classification and state.

30.1.2 The wages of employees will be increased on those dates as stipulated in the applicable Wages Table in Appendix 1. Where an annual increase decided by the FWC Minimum Wage Panel, is higher than an annual increase in Appendix 1, it shall apply.

30.2.2 If FWC's Minimum Wage Panel review provides a higher percentage increase than is provided for in this Agreement, the employer will pay the FWC Minimum Wage Panel percentage increase.

31 SHIFT WORK

31.1 Where the ordinary hours of duty of any employee extend, conclude or commence between the hours of 6.00pm to 6.00am, a loading of 15 per cent for each shift so worked shall be paid which, for Part-time workers, is reflected as the 'PT shift' rate in the wages table in Appendix 1, save and except that:

31.1.1 Permanent night shift

If a night shift, being a period of duty finishing after midnight and at or before 8:00am, does not rotate or alternate with another shift or day work, then a permanent night shift allowance of 30% of the ordinary 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 allowance they will not also be entitled to be paid the 15% part-time loading.

32 CASUAL LOADING

32.1 Casual employees shall be paid, in addition to any allowances, additional payments, and rates payable for shift and weekend work as on the same basis as applies to part-time employees, a loading equal to 25% of the ordinary hourly rate for the classification under which they are employed.

33 WORK ON WEEKENDS AND PUBLIC HOLIDAYS

33.1 All employees are entitled to the following:

33.1.1 Saturday work

For all ordinary hours worked between midnight Friday and midnight Saturday an employee shall be paid time and one half of the ordinary hourly rate for their appropriate classification.

33.1.2 Sunday work

For all hours worked between midnight Saturday and midnight Sunday an employee shall be paid twice the ordinary hourly rate for their appropriate classification.

33.1.3 Public holiday work

For all hours worked on public holidays any employee shall be paid double time and one half of the ordinary hourly rate for their appropriate classification.

34 OVERTIME

34.1 Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

34.2 The employer will pay overtime to employees who:

- 34.2.1 Subject to 34.2.4 and 34.2.5, work more than 38 hours in the weekly cycle of hours or 76 hours in the fortnightly cycle of hours;
- 34.2.2 Subject to 34.2.4 and 34.2.5, work more than 10 hours on any day or shift; and
- 34.2.3 Are directed to work hours additional to their rostered shift.

34.3 Part Time Employees - Additional Hours and Overtime

- 34.3.1 By mutual agreement the employer and a part time employee may work additional hours at ordinary pay rates subject to 34.2.1 and 34.2.2 above, up to 38 hours a week or 76 hours a fortnight.
- 34.3.2 Employees will complete a form indicating their agreement to work the additional hours at ordinary pay rates. Agreement to work such additional hours can be withdrawn by the employee at any time upon receipt of a completed withdrawal form provided to the employer, such agreement or termination thereof shall be in writing and recorded in the employers time and wages records.
- 34.3.3 Where there is written agreement between the employer and a part-time employee to work additional hours at ordinary rates as required by clause 34.3.2 of this Agreement, a copy shall be kept in the employee's personnel file and noted in the time and wages record of the employer.
- 34.3.4 Clause 34.3 is intended to operate in keeping with the rights and responsibilities outlined in clause 22 - Extended Hours.

35 ALLOWANCES

35.1 Annual Increase of Allowances

All allowances will be increased annually in accordance with Appendix 2,

35.2 Expense Reimbursement

35.2.1 Notwithstanding anything further in this clause, employees are entitled to full reimbursement by the employer for any expenses they incur in the course of, or as required for, their normal working duties. This includes, but is not limited to, expenses for:

- 35.2.1.1 Travel between two places of work on public transport
- 35.2.1.2 Security clearances or Police Checks (where reimbursement will occur at the completion of an employees' probation)
- 35.2.1.3 Any required training or qualification during the course of the employee's employment
- 35.2.1.4 Any vaccinations required for a site.

35.3 Uniform allowance

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

35.4 **Leading hand allowance**

Employees classified at BSE 2 or 3, who are placed in charge of other employees shall be paid an allowance in accordance with Appendix 2.

35.5 **Meal allowance**

An employee required to work an additional two hours without being notified on the previous day or earlier that he/she will be so required to work shall be paid a meal allowance in accordance with Appendix 2.

35.6 **Toilet, offensive cleaning and refuse allowance**

35.6.1 If during a shift an employee is required to:

- 35.6.1 undertake cleaning of an offensive nature (e.g. blood or other significantly offensive bodily fluids); or
- 35.6.2 clean toilets for the a major portion of a shift; or
- 35.6.3 assist with refuse disposal (sorting or feeding of incinerators, furnaces. Crushers or compactors) they will be paid an additional amount in accordance with Appendix 2.

35.6.2 An employee who is required to install, handle or remove sanitary bins will be paid an additional amount in accordance with Appendix 2.

35.7 **Employee using own transport**

An employee who by agreement with the employer uses his/her own motor vehicle in the course of the work shall be paid an allowance in accordance with Appendix 2. This rate will be maintained in line with the private motoring sub-sector of the Consumer Price Index.

35.8 **Travelling time and fares**

If an employee is required by the employer to travel from one place of work to another, all time so occupied by the employee shall be deemed to be working time and shall be paid for at the appropriate rate and paid or reimbursed for fares.

35.9 **Broken shift allowance**

An employee who is required to work two shifts in one day or period of duty (excluding meal breaks) shall be paid an additional allowance in accordance with Appendix 2.

35.10 **First Aid allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John's Ambulance or a

similar body shall be paid an amount in accordance with Appendix 2 if he or she is appointed in writing by their employer to perform first-aid duty.

36 PAYMENT OF WAGES

- 36.1 Wages shall be paid either weekly or fortnightly at the discretion of the employer and may be averaged over an agreed cycle up to four weeks. Payment shall be made to the employee on a specified day in each pay week.
- 36.2 The employer may elect to pay wages either in cash or by electronic funds transfer into an account nominated by the employee with a bank or other financial institution.
- 36.3 In the event of there being a delay in the making of the payment mentioned in this clause to the day following, for which the employer is responsible, an employee shall be paid at the ordinary rates for all time the employee is kept waiting.
- 36.4 Where a public holiday falls on the normal pay day or the day following the normal pay day, the wages shall be paid on the ordinary working day preceding the normal pay day, or on another day if agreed between an employer and an employee.
- 36.5 The employer must provide employees with a pay slip within one working day of paying an amount to the employee. Each pay slip must include the following information:
- 36.5.1 the employer's name and ABN;
 - 36.5.2 the employee's name and the nature of their employment (e.g. part-time, full-time, permanent, temporary or casual);
 - 36.5.3 pay (including the rate of pay for the employee's ordinary hours, the period to which the pay slip relates, the date on which the payment to which the pay slip relates was made and the gross and net amounts of the payment);
 - 36.5.4 If the employee is entitled to be paid a loading, penalty rate or other monetary allowance, the pay slip must set out details of these payments:
 - 36.5.4.1 overtime hours worked (if any);
 - 36.5.4.2 leave (personal and annual) entitlements and balance; and
 - 36.5.4.3 Superannuation contributions (including the amount, date paid and the name of the fund).
- 36.6 On termination, all payments due to the employee must be paid at the time of termination of employment (or the first pay date falling after the termination) and must be paid by electronic funds transfer.

37 SUPERANNUATION

- 37.1 Fund

37.1.1 For the purposes of this Agreement contributions made by the employer in accordance with the provisions of 37.3 (Contributions) of this clause, shall be paid to AustralianSuper.

37.1.2 If the Employer is not already a participating employer of AustralianSuper, the employer will become a participating Employer by:

37.1.2.1 Forwarding to AustralianSuper a signed Admission Agreement to become a Participating Employer by the end of the calendar month in which admission is sought; and

37.1.2.2 acceptance by the Trustees of AustralianSuper of the Admission Agreement

37.1.3 The employer shall provide every employee who is not already a member of Australian Super with a Membership Application Form upon commencement of employment. The employer must forward the completed form to AustralianSuper by the end of the calendar month in which the employment commences.

37.2 Eligibility of employees

37.2.1 An employee shall become eligible to join AustralianSuper on the day of commencement of employment.

37.2.2 Subject to 37.2.1 an employee shall be enrolled in AustralianSuper upon the acceptance by Australian Super of a membership application form and shall, subject to the approval of the Trustees, be deemed to be a member of the scheme from the day of commencement of employment.

37.3 Contributions

37.3.1 An employer shall contribute to AustralianSuper in respect of each employee in compliance with the *Superannuation Guarantee (Administration Act) 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time.

37.3.2 In this clause, 'ordinary time earnings' means the ordinary roster of that employee and is inclusive of shift, weekend penalty rates and allowances excluding overtime.

37.3.3 The employer will pay each month to AustralianSuper all contributions required by 37.3.1, plus other employer contributions including those made under salary sacrifice arrangements.

37.3.4 Employees who take paid and unpaid parental leave will be entitled to a contribution while on leave that is equivalent to the average contribution paid to them during the 12 months immediately preceding the commencement of that leave. Any base salary increases payable under this agreement during the period of leave will be applied as a percentage to the contribution amount.

37.4 Compliance

37.4.1 All parties to this Agreement consent to the Fund releasing, at the request of an employee, all relevant information to the employee's nominated representative(s) to perform Investigations as to compliance of this provision as required.

38 WORKERS COMPENSATION

The relevant Accident Compensation Act that applies in the respective State or Territory will apply to any employee who has an accident at his/her place of work.

DIVISION 5 - FAIR LEAVE

PART 6 - LEAVE

39 COMMITMENT OF PARTIES

The parties agree to provide fair leave provisions for employees and to work together to introduce a portable long service leave scheme for employees where it is not currently available.

40 ANNUAL LEAVE

40.1 Period of leave

An employee (excluding a casual employee) is entitled to accrue an amount of paid annual leave, for each completed 4 week period of continuous service with the employer, of 1/13 of the number of hours worked by the employee during that four (4) week period.

40.2 Additional provisions - shift workers

In addition to the annual leave entitlement prescribed in clause 40.1, Shift Workers (as defined in clause 7) shall be allowed an additional one week's annual leave including non-working days per annum. Annual leave loading shall be payable for such additional leave on the basis prescribed in clause 40.3.

40.3 Loading on annual leave

40.3.1 Subject to this clause, an employee who proceeds on annual leave shall receive a loading of 17.5% calculated on ordinary pay as defined in clause 7.

40.3.2 However, where the employee would have received shift, Saturday or Sunday premiums according to roster or projected roster had he/she not been on leave during the relevant period and such premiums would have entitled the employee to a greater amount of weekly earnings than provided for in clause 40.3.1, then the shift, Saturday or Sunday premiums shall be in lieu of the 17.5% loading.

40.4 How to Calculate the Leave Entitlement

40.4.1 Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

- 40.4.1.1 In a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave);
- 40.4.1.2 Long service leave, annual leave, public holidays, paid compassionate leave, paid training leave and jury service taken by an employee will count as time worked;
- 40.4.1.3 Any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.

40.4.2 Where a business is transmitted from one employer to another and the annual leave of that employee has not been paid out by the previous employer, the period of continuous service that the employee had with the employer or any prior employer shall be deemed to be service with the new employer for the purposes of calculating annual leave.

40.5 Method of taking leave

An employee is entitled to take an amount of annual leave during a particular period if:

40.5.1 at least that amount of annual leave is credited to the employee; and

40.5.2 the employer has authorised the employee to take the annual leave during that period.

40.5.3 any refusal of annual leave by the employer must be in writing and must contain the reasons for refusal.

40.5.4 the employer must not unreasonably:

40.5.4.1 refuse to authorise an employee to take an amount of annual leave that is credited to the employee; or

40.5.4.2 revoke an authorisation enabling an employee to take annual leave during a particular period.

40.6 Leave allowed before due date

If the employee and the employer agree, the annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.

40.7 Public holidays falling within annual leave

40.7.1 If a public holiday, as prescribed in the Agreement, falls within an employee's annual leave and is on a day which would have been an ordinary working day, then the employee is:

40.7.1.1 Paid for the public holiday on the basis of the ordinary rate of pay for the number hours usually worked on that day; and

40.7.1.2 The number hours usually worked on that day are re-credited to the employee's annual leave entitlement.

40.8 Payment for accrued leave on termination

An employee must take annual leave. However, if the employee leaves or is dismissed, the employer must pay the employee any leave entitlement accrued in accordance with 40.1 or 40.2. This payment shall include:

40.8.1 payment at the ordinary rate of pay for any periods of annual leave which the employee has accrued but not taken; and

40.8.2 payment of the 17.5 per cent leave loading for all leave the employee has accrued but not taken.

40.9 Annual close down

Where the client of the employer intends temporarily to close down the establishment for the purposes of allowing annual leave to their employees the following provisions will apply:

- 40.9.1 The employer must give in writing to the employees six weeks' notice (or in the case of an employee engaged after the giving of such notice, upon engagement) of the intention to apply the provisions of this subclause.
- 40.9.2 Any employee who at the date of closing is entitled to annual leave shall be given such leave commencing from the date of the close-down.
- 40.9.3 Any employee who at the date of close-down is not entitled to annual leave shall be paid 1/12th of the ordinary pay for the period between engagement and the date of the close-down. Such an employee shall be employed, where practicable, at another of the employers' sites for the balance of the period of the close-down.
- 40.9.4 The close-down period shall be limited to a maximum of four weeks, plus any public holidays, falling during the period of the close-down.
- 40.9.5 All public holidays falling during a close-down period shall be added to the period of paid leave.
- 40.9.6 In this subclause date of closing in relation to each employee means the first day of the employees annual leave pursuant to this subclause.

40.10 Stand down periods for employees in ACT Government Schools

Other than for periods of annual leave as provided for in this Agreement, employees may be stood down during the school vacation period provided that:

- 40.10.1 a stand-down does not break the continuity of service of the employee;
- 40.10.2 the period of any stand down is taken to be a period of service as far as a sick leave, annual leave, long service leave and parental leave service requirements are concerned;
- 40.10.3 any stand down will not apply to public holidays which will continue to be observed and paid for;
- 40.10.4 employers are to give no less than six weeks' notice of their intention to stand down employees;
- 40.10.5 should an employer seek to invite employees to resume work during stand down period as much notice as possible will be given; but
- 40.10.6 an employee stood down shall have the right to return to work at any time other than that notified in accordance with this clause.

41 PERSONAL LEAVE

The provisions of this clause apply to permanent (full time and part time) employees but do not apply to casual employees.

41.1 Amount of paid personal leave

41.1.1 Personal Leave under this clause covers both sick leave and carers leave.

41.1.2 Paid personal leave is available to an employee, other than a casual employee, when they are absent from work:

41.1.2.1 due to personal illness or injury ('sick leave');

41.1.2.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency ('carers leave').

41.1.3 Unpaid personal leave is available to a casual employee, when they are absent from work:

41.1.3.1 due to personal illness or injury ('sick leave');

41.1.3.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency ('carers leave').

41.1.4 In the first year of employment, an employee's entitlement to paid personal leave accrues progressively during the first year of service according to the employee's ordinary hours of work, and accumulates from year to year.

41.1.5 In the second and subsequent years of service, the full year's entitlement to personal leave shall be credited to the employee the day after their anniversary date of commencement of employment.

41.1.6 Part time employees are entitled to commensurate amount of personal leave, e.g. an employee working an average of 20 hours per week for three (3) months will be entitled to $20/38 = 0.5263 \times 38$ hours = 20 hours.

41.1.7 Employees on paid personal leave will receive their ordinary pay, as defined in clause 7.

41.1.8 For the purposes of this clause, immediate family is defined in clause 7.

41.2 The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

41.3 Personal leave for personal injury or sickness ('sick leave')

Employees may take up to the full amount of their personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

41.4 **Personal leave to care for an immediate family or household member ('carers leave')**

41.4.1 Subject to 41.4.2 and 41.4.3 an employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

41.4.2 The entitlement in 41.4.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

41.4.3 Except as provided for in 41.4.4, not more than 76 hours of personal leave can be used in a year by an employee for the purposes set out in 41.4.1

41.4.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 41.4.1 beyond the relevant limit set out in 41.4.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

41.5 **Employee must give notice**

41.5.1 The employee must, as soon as reasonably practicable, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer two hours before his/her next starting time of such absence, the employee will inform the employer within 24 hours of such absence.

41.5.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

41.5.2.1 the name of the person requiring care and support and their relationship to the employee;

41.5.2.2 the reasons for taking such leave; and

41.5.2.3 the estimated length of absence.

41.6 **Evidence supporting claim**

41.6.1 When taking leave for personal illness or injury, the employee within their of employment may be required to produce evidence that would satisfy a reasonable person to prove that the employee was unable to work because of injury or personal illness, where it is reasonably practical to do so.

41.6.2 In addition, in the case of those employees who have completed two years or more years' service with the employer, the employer may only require the production of evidence when the employee's absence exceeds two consecutive days, the employee has previously been absent for an aggregate of four single days without production of evidence during the current year of service, or where the absence falls on a working day before or after a public holiday.

41.6.3 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee will only be required by the employer to produce evidence where it is reasonably practical to do so.

41.6.4 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee will only be required by the employer to produce evidence where it is reasonably practical to do so.

41.7 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

42 COMPASSIONATE LEAVE

42.1 Guarantee of compassionate leave

42.1.1 Subject to this Agreement, an employee is entitled to a period of three (3) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:

42.1.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

42.1.1.2 sustains a personal injury that poses a serious threat to his or her life; or

42.1.1.3 dies.

42.1.2 The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household. To avoid doubt, satisfactory evidence shall include a death notice.

42.2 Taking compassionate leave

42.2.1 An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

42.2.1.1 a single, unbroken period of three (3) days; or

42.2.2.2 three (3) separate periods of one (1) day each; or

42.2.2.3 any separate periods to which the employee and his or her employer agree.

42.2.2 An employee who is entitled to a period of compassionate leave because a member of the employee's family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

42.3 **Compassionate leave - payment rule**

42.3.1 If an employee takes compassionate leave during a period, the employer must pay the employee (other than casuals) their ordinary rate of pay as defined in clause 7.

42.3.2 Casual employees are entitled to compassionate leave as set out in clause 42, but the leave will be unpaid.

43 **PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

43.1 **Definitions**

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

43.2 **Basic entitlement**

43.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

43.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

43.2.2.1 for maternity and paternity leave, and unbroken period of one week at the time of the birth of the child;

43.2.2.1 for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

43.3 **Maternity leave**

- 43.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 43.3.1.1 the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - 43.3.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
 - 43.3.1.3 When the employee gives notice under subclause 43.3.1.1 the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 43.3.2 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 43.3.3 Subject to subclause 43.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 43.3.4 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 43.3.5 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 43.3.6 Where leave is granted under subclause 43.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

43.4 Paternity leave

- 43.4.1 An employee will provide to the employer at least ten weeks' notice prior to each proposed period of paternity leave, with:
- 43.4.1.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - 43.4.1.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - 43.4.1.3 a statutory declaration stating:
 - a. he will take that period of paternity leave to become the primary care-giver of a child;
 - b. particulars of any period of maternity leave sought or taken by his spouse; and
 - c. that for that period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

43.5 Adoption leave

- 43.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 43.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 43.5.1.1 the employee is seeking adoption leave to become the primary care-giver of the child;
 - 43.5.1.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 43.5.1.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 43.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 43.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 43.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an

adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances

43.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

43.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

43.8 Transfer to a safe job

43.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

43.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence a period of paid leave in accordance with section 81 of the Act.

43.9 Part-time work

An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

43.9.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

43.9.2 Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

43.10 Communication during parental leave

43.10.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

43.10.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

43.10.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

43.10.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

43.10.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 44.10.

43.11 Right to request

43.11.1 An employee entitled to parental leave pursuant to this clause may request the employer to allow the employee:

43.11.1.1 to extend the period of simultaneous unpaid leave provided for in clause 43.2.1 and up to a maximum of eight weeks;

43.11.1.2 to extend the period of unpaid parental leave provided for in 43.2.1 by a further continuous period of leave not exceeding 12 months;

43.11.1.3 to return to work from a period of parental leave on a part-time basis until the child reaches school age,

43.11.1.4 to assist the employee in reconciling work and parental responsibilities.

43.11.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

43.11.3 The employee's request and the employer's decision made under 43.11 must be recorded in writing.

43.11.4 Where an employee wishes to make a request under 43.11a)iii, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

43.12 Returning to work after a period of parental leave

43.12.1 An employee will notify in writing to the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

43.12.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 43.8, the employee will be entitled to return to the position they held immediately before such transfer.

43.12.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

43.13 Termination of employment

43.13.1 An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

43.13.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on parental leave.

43.14 Replacement employees

43.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

43.14.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

44 PUBLIC HOLIDAYS**44.1 Full-time and part-time employees shall be entitled to holidays on the following days:**

44.1.1 New Year's Day;

44.1.2 Australia Day;

44.1.3 Good Friday;

44.1.4 Easter Saturday;

44.1.5 Easter Monday;

44.1.6 Anzac Day;

44.1.7 Queen's Birthday;

44.1.8 Labour Day or Eight Hours' Day;

44.1.9 Christmas Day;

44.1.10 Boxing Day; and

44.1.11 Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

44.2 In addition to the public holidays prescribed in 44.1, employees are entitled to any other day declared by or under law of the state or territory to be observed generally as a public holiday by people who work in that state, territory or locality.

44.3 Days in lieu

44.3.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

44.3.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

44.3.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

44.3.4 Where in a locality, public holidays are declared or prescribed on days other than those set out above; those days shall constitute additional holidays for the purpose of this Agreement.

44.4 Substitute days

44.4.1 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

44.4.2 An agreement pursuant to 44.4.1 shall be recorded in writing and be available to every affected employee.

44.5 Part-time employees

A part-time employee shall be entitled to be paid only for the number of hours that would have ordinarily have been worked had the day not been a holiday.

45 COMMUNITY SERVICE LEAVE

An employee covered by this Agreement is entitled to community service leave (including, where applicable, jury service leave) under the terms of section 108 of the Act - the relevant NES relating to Community Service Leave.

DIVISION 6 - FAIR JOB SECURITY

46 COMMITMENT OF PARTIES

The parties are committed to maximising the job security of employees during the introduction of change and/or change of contract.

47 INTRODUCTION TO CHANGE

47.1 Principles

- 47.1.1 The parties recognise that the Employer will continue to change and that the impetus for changes may be the result of strategic decisions, contract requirements, new technology, amongst other things. The parties recognise that commitment to the implementation of change is enhanced by the involvement of affected employees in the process of developing change proposals. To this end parties acknowledge that the effective management of change must involve those employees and United Voice who will likely be affected by the change.
- 47.1.2 The involvement must be based on a process of consultation which means the provision of relevant information, discussion, and providing genuine opportunities for affected employees and United Voice to contribute to the decision making process.

47.2 Notification of Change

- 47.2.1 If the Employer is seriously considering workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision before implementation of the proposed changes.
- 47.2.1 As soon as practicable the employer must discuss with the Union and include, but may not be limited to:
- 47.2.1.1 Reasons for the changes from existing technology, systems, hours of work, practice or organisation;
 - 47.2.1.2 The measures taken (or to be taken) by the Employer to avert or mitigate the possible adverse effects the changes make have on employees;
 - 47.2.1.3 Considerations of other alternatives, if any;
 - 47.2.1.4 Workplace health and safety implications, if any;
 - 47.2.1.5 Trialling and evaluation procedures;
 - 47.2.1.6 Schedule for implementation; and

- 47.2.1.7 The impact of any, on areas which may be indirectly affected by the change.
- 47.2.2 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 47.2.3 As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- 47.2.4 The Employer must act in good faith in relation to the consultation process provided in this clause.
- 47.3 In the event of a Change of Contract (as defined in clause 48), see clause 48.
- 47.4 **Significant Effect**
- Significant effect includes, but is not limited to; major changes in the composition, operation or size of the Employer's workforce or in the skills required; alteration of hours of work (excluding regular roster changes); need for retraining or transfer of employees to other work locations; restructuring of jobs, or where there are workplace health or safety implications.

48 CHANGE OF CONTRACT

What does the outgoing contractor need to do?

- 48.1 **Notify Employees**
- 48.1.1 The employer must notify employees in writing at least 28 days prior to the expiration of the contract. The notice must contain information about options for acceptable alternative employment with the employer.
- 48.1.2 The employer must notify employees in writing as soon as is practicable upon being informed of a termination of the contract. The notice must contain information about options for acceptable alternative employment.
- 48.2 **Provide a list of employees**
- 48.2.1 At least 28 days prior to a change of contract, the employer will provide the incoming contractor with a current list of employees who wish to remain working at the site to the successful tenderer.
- 48.2.2 As soon as practicable upon being informed of a termination of contract, the employer will provide the incoming contractor with a list of current employees who wish to remain working at the site to the successful tenderer.
- 48.3 **The first meeting with employees**
- 48.3.1 At least 14 days prior to the change of contract, the employer will hold a site meeting during paid time. At that meeting, those employees who are to be offered acceptable alternative work with the employer will receive notification in writing.

48.3.2 As soon as is practicable on upon being informed of a termination of contract, the employer will hold a site meeting during paid time. At that meeting, those employees who are to be offered acceptable alternative work with the employer will receive notification in writing.

48.4 Give all employees a letter

48.4.1 At the meeting of employees, the employer will provide each employee with a letter which contains details of their entitlements, including accrued annual leave and a statement of service which includes the employee's length of service, their classification and the normal shift they worked.

48.4.2 As soon as practicable on upon being informed of a termination of contract, the employer will provide each employee with a letter which contains details of their entitlements, including accrued annual leave and a statement of service which includes the employee's length of service, their classification and the normal shift they worked.

48.5 Facilitating the second meeting with employees for the incoming contractor

At least 14 days prior to the change of contract, the employer will facilitate a paid meeting of not more than 30 minutes with all employees and after the meeting mentioned in clause 48.3 the employer will invite the successful tenderer (the incoming contractor) to attend and address staff.

48.6 Relocation of staff

The employer may not 'permanently' relocate an existing employee (who has completed their probationary period) to a new location within one month of a contract change (as defined) or after the employer receives notice of contract termination, whichever is greater.

What does the incoming contractor need to do?

48.7 The meeting with employees

The outgoing contractor will facilitate a meeting of employees in accordance with clause 48.3. The incoming contractor must attend this meeting to discuss the opportunities for employment of these employees to that of the employer. This meeting must occur within 14 days of the change of contract.

48.8 The employer must offer employment to existing staff

48.8.1 At this meeting (or earlier if possible), the employer will then offer employment to existing staff of the outgoing contractor for all available positions at the site. In filling these positions, the existing staff of the outgoing contractor shall be given preference over any existing employees of the incoming contractor.

48.8.2 Subject to 48.8.3, those employees employed with the incoming contractor will not be required to serve a probationary period and will be advised as such in writing.

48.8.3 Those employees currently serving a probationary period at the time of contract change with the outgoing contractor will be required to serve the balance of that period with the incoming contractor.

49 NOTICE OF TERMINATION

49.1 Notice of termination by employer

49.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

49.1.2 In addition to the notice in 49.2, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice

49.1.3 The employer must pay employees payment in lieu of the prescribed notice in clause 49.2.1 and clause 49.1.2 if the employer does not require the employee to work the appropriate notice period. However, the employer may require the employee to work part of the required period of notice, and elect to pay the employee for the remainder of the period of notice.

49.1.4 Payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- 49.1.4.1 the employee's ordinary hours of work (even if not standard hours); and
- 49.1.4.2 the amount ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 49.1.4.3 the period of notice in this clause does not apply: in the case of dismissal for serious misconduct;

- 49.1.4.4 to apprentices;
- 49.1.4.5 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- 49.1.4.6 to casual employees; or
- 49.1.4.7 to employees on probation.

49.1.5 For the purposes of clause 49.1, 'continuous service' is defined in clause 7 of this Agreement.

49.2 Notice of termination by an employee

The notice of termination required to be given by an employee is one week.

49.3 Job search entitlement

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

49.4 Transmission of business

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the outgoing employer or any prior employer is deemed to be service with the incoming employer and taken into account when calculating notice of termination.

50 REDUNDANCY

50.1 Definitions

- 50.1.1 **Acceptable alternative position** means a position with the same or substantially similar hours, tasks and remuneration to the employee's original position.
- 50.1.2 **Business** includes trade, process, business or occupation and includes part of any such business.
- 50.1.3 **Redundancy** occurs where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

50.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

50.1.5 **Week's pay** means the employees ordinary pay as defined in clause 7.

50.2 **Transfer to lower paid duties**

As an alternative to making an employee redundant, the employer may elect to transfer an employee 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 the employee would have been entitled to if the employment had been terminated. The employee is entitled to maintain his or her former rate of pay for the period of the notice. However, the employer may opt to make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

50.3 **Discussions before termination on redundancy**

50.3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and their Union, discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimize the terminations, and measures to mitigate the adverse effect of any terminations on the employees concerned.

50.3.2 For the purposes of discussion, the employer shall as soon as practicable provide in writing to the employees concerned and United Voice, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the employer shall not be required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests.

50.4 **Period of notice of termination on redundancy**

If the employment of an employee is to be terminated due to redundancy the employee shall be given notice of termination as prescribed by clause 49.

50.5 **Employee leaving during notice period**

Where the employer gives an employee notice of termination in circumstances of redundancy, the employee may terminate his/her employment during the period of notice set out in clause 49. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of the balance of that period of notice.

50.6 **Severance pay**

The employer must pay severance pay to an employee whose employment is terminated by reason of redundancy. The amount of severance pay in respect of a period of continuous service is determined as follows:

Period of continuous service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

*weeks' pay shall be the average weekly hours worked by an employee, paid at the ordinary pay rate as defined in clause 7.

50.7 Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 50.6 an employee with not less than 10 years continuous service, who is over the age of 45 years, must be paid an additional 4 weeks' severance pay.

50.8 Alternative Employment

50.8.1 This provision does not apply in circumstances involving transmission of business as set out in 49.4.

50.8.2 the employer obtains an acceptable alternative position for an employee.

50.9 Change of contract

50.9.1 This clause deals change of contract (as defined in clause 7) and the specific circumstances surrounding the employment of employees who have been subject to the operation of clause 48 of this Agreement.

50.9.2 Acceptable alternative employment with the incoming contractor

The outgoing contractor will not be required to the pay severance referred to in clause 50.6 to an employee who at the time of the change of contract was an employee of the outgoing contractor and who becomes an employee of the incoming contractor where:

50.9.2.1 The employee has accepted an acceptable alternative position (as defined in clause 50.1.1)) with the incoming contractor; and

- 50.9.2.2 The employee is not required to serve a probationary in the new acceptable alternative position, subject to clause 48.8.3 and
- 50.9.2.3 The outgoing contractor has paid out all of the employee's accrued statutory and award entitlements on termination of the employee's employment; and
- 50.9.2.4 The outgoing contractor has fully complied with their obligations under clause 48 of this Agreement.

50.10 Employees not offered a position

So as to avoid doubt, any employees of the outgoing contractor who are not offered an acceptable alternative position (as defined in clause 50.1.1) with either the incoming or the outgoing contractor are entitled to severance pay calculated in accordance with clause 50.6.

50.11 Notification to Centrelink

Where the employer makes a decision to terminate the employment of an employee, or of employees, on account of redundancy the employer shall notify Centrelink as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

50.12 Job search entitlement

During the period of notice of termination given by the employer in accordance with clause 49, an employee shall 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.

50.13 Transmission of Business

The provisions of clause 49.4 are not applicable where a business, either before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

50.13.1 Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

50.13.2 Where the employee rejects an offer of employment with the transmittee:

- 50.13.2.1 in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- 50.13.2.2 which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

DIVISION 7 - FAIR RIGHTS

51 COMMITMENT OF PARTIES

The parties are committed to respecting each other's rights and, in particular, to work towards avoiding industrial disputation.

52 PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

52.1 Any grievance, industrial dispute, or matter likely to create a dispute which pertains to the relationship between the employer and any of the employees covered by the terms of this Agreement must be dealt with as set out below.

52.2 An employee or the employer may be represented at any stage in this procedure by a chosen representative, which includes:

52.2.1 A Union delegate

52.2.2 A Union official or representative

52.3 Step One - discuss with your supervisor or manager

An employee must, in the first instance discuss and attempt to resolve grievances or issues with the supervisor or manager in charge of the section in which the grievance, or issue exists. The employee may request to be accompanied by their Union delegate or chosen representative. The supervisor or manager must make all reasonable attempts to resolve the grievance or issue within seven days of the complaint being made.

52.4 Step Two - meet with senior management or human resources

52.4.1 If the matter is not resolved with the supervisor or manager, the matter may be referred to senior management and/or human resources who will meet with the employee and their chosen representative or Union delegate to discuss the matter, within seven days

52.4.2 Senior management and/or human resources must make all reasonable attempts to resolve the grievance or issue and must provide the employee with a written response which explains the attempts that have been made to resolve the issue.

52.5 Step Three - refer matter to the FWC

52.5.1 If the matter cannot be resolved within seven (7) days of being referred to senior management and/or human resources, it can be referred to the FWC.

52.5.2 Once referred to the FWC, the FWC can attempt to resolve the matter through conciliation or mediation.

52.5.3 If the FWC cannot resolve the matter by conciliation or mediation, either party may request that FWC conduct arbitration to resolve the matter.

52.5.4 FWC shall have the power to do all things necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural

powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make arbitration effective.

52.6 While the above procedure is being followed, work must continue normally. No party to the dispute will be prejudiced as to final settlement by the continuance of work in accordance with this provision.

52.7 Redundancy Disputes

52.7.1 Paragraphs 52.7.2 and 52.7.3 impose additional obligations on an employer where an employer contemplates terminating the employment of an employee for reasons of redundancy and a dispute arises (a 'redundancy dispute').

52.7.2 Where a redundancy dispute arises, and if it has not already done so, the employer must provide affected employees and the employee's chosen representative in good time, with relevant information including:

52.7.2.1 the reasons for any proposed redundancy;

52.7.2.2 the number and categories of workers likely to be affected; and

52.7.2.3 the period over which any proposed redundancies are intended to be carried out.

52.7.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken or to be taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

52.8 Employer and United Voice relationship

It is the view of the parties to this Agreement that the commitments and procedures described in clause 11 are an integral part of ensuring employees' rights are respected and, as such, the operations of this Schedule should be read in conjunction with clause 8.

53 FLEXIBILITY

53.1 The effect of the terms of this Agreement identified below may be varied by an Individual Flexibility Agreement ('IFA').

53.1.1 Clause 40 - Annual Leave (Time of Taking Leave)

53.2 The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

53.3 The Employer will not make an IFA unless the following conditions are satisfied:

53.3.1 The IFA must meet the genuine needs of an employee and employer.

53.3.2 The IFA must be genuinely agreed to by the employee and the Employer. In order to ensure genuine agreement the Employer must advise the Union delegate (or the

employee's chosen representative) prior to an IFA being entered into and allow the employee and the Union delegate paid time to discuss the proposed IFA.

53.3.3 The IFA must be about permitted matters under section 172 of the Act.

53.3.4 The IFA must not include a term that would be unlawful under section 194 of The Act.

53.3.5 The IFA must result in the employee being better off overall than if no IFA had been made.

53.3.6 The IFA must not disadvantage or discriminate against the employee, or any group of employees, whether directly or indirectly.

53.3.7 Arrangements may only be made with existing employees and must not be made in condition of engagement.

53.3.8 The IFA must be recorded in writing and signed by the Employer and the employee (and, if the employee is under 18, by their parent or guardian) in the presence of a Union delegate.

53.3.9 The IFA must be translated into a language that the employee understands.

53.3.10 The IFA must be given to the employee and the Union within seven (7) days of it being agreed to.

53.3.11 The IFA must be able to be terminated by either party, by giving seven (7) days written notice, or at any time by mutual written agreement.

53.3.12 Prior to an employer entering into an IFA to address employer genuine needs the employer must consult with the Union about such genuine needs.

53.4 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

APPENDIX 1: HOURLY WAGE RATES AND INCREASES

Note that for the purposes of this Appendix:

All employees shall be paid the rate for their respective classification and state

The wages of an employee will be increased annually according to the dates indicated in the applicable wages table.

Included in this Appendix:

Wages Table 1

BSE1

BSE2

BSE3

WAGES TABLE

2013 Prescribed Clean Start minimum hourly base rate of pay
(not including any allowances that may be payable to the employee)

Effective from 1 July 2013

States where cleaning services are to be undertaken

Employee Type	ACT	NSW	NT	QLD	SA	TAS	VIC	WA
Full time (BSE 1)	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02
Full time (BSE 2)	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21
Full time (BSE 3)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Part time (BSE 1)	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02	\$ 22.02
Part time (BSE 2)	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21	\$ 23.21
Part time (BSE 3)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Part time shift (BSE 1)	\$ 25.32	\$ 25.32	\$ 25.32	\$ 25.32	\$ 25.32	\$ 25.32	\$ 25.32	\$ 25.32
Part time shift (BSE 2)	\$ 26.69	\$ 26.69	\$ 26.69	\$ 26.69	\$ 26.69	\$ 26.69	\$ 26.69	\$ 26.69
Part time shift (BSE 3)	\$ 28.75	\$ 28.75	\$ 28.75	\$ 28.75	\$ 28.75	\$ 28.75	\$ 28.75	\$ 28.75

2014 Prescribed Clean Start minimum hourly base rate of pay

(not including any allowances that may be payable to the employee)

Effective from 1 July 2014

States where cleaning services are to be undertaken

Employee Type	ACT	NSW	NT	QLD	SA	TAS	VIC	WA
Full time (BSE 1)	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90
Full time (BSE 2)	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14
Full time (BSE 3)	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Part time (BSE 1)	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90	\$ 22.90
Part time (BSE 2)	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14	\$ 24.14
Part time (BSE 3)	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Part time shift (BSE 1)	\$ 26.33	\$ 26.33	\$ 26.33	\$ 26.33	\$ 26.33	\$ 26.33	\$ 26.33	\$ 26.33
Part time shift (BSE 2)	\$ 27.76	\$ 27.76	\$ 27.76	\$ 27.76	\$ 27.76	\$ 27.76	\$ 27.76	\$ 27.76
Part time shift (BSE 3)	\$ 29.90	\$ 29.90	\$ 29.90	\$ 29.90	\$ 29.90	\$ 29.90	\$ 29.90	\$ 29.90

2015 Prescribed Clean Start minimum hourly base rate of pay

(not including any allowances that may be payable to the employee)

Effective from 1 July 2015

States where cleaning services are to be undertaken

Employee Type	ACT	NSW	NT	QLD	SA	TAS	VIC	WA
Full time (BSE 1)	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81
Full time (BSE 2)	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11
Full time (BSE 3)	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04
Part time (BSE 1)	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81	\$ 23.81
Part time (BSE 2)	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11	\$ 25.11
Part time (BSE 3)	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04	\$ 27.04
Part time shift (BSE 1)	\$ 27.39	\$ 27.39	\$ 27.39	\$ 27.39	\$ 27.39	\$ 27.39	\$ 27.39	\$ 27.39
Part time shift (BSE 2)	\$ 28.87	\$ 28.87	\$ 28.87	\$ 28.87	\$ 28.87	\$ 28.87	\$ 28.87	\$ 28.87
Part time shift (BSE 3)	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10

2016 Prescribed Clean Start minimum hourly base rate of pay
(not including any allowances that may be payable to the employee)

Effective from 1 July 2016

States where cleaning services are to be undertaken

Employee Type	ACT	NSW	NT	QLD	SA	TAS	VIC	WA
Full time (BSE 1)	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77
Full time (BSE 2)	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11
Full time (BSE 3)	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12
Part time (BSE 1)	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.77	\$ 24.76	\$ 24.77	\$ 24.77	\$ 24.76
Part time (BSE 2)	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11	\$ 26.11
Part time (BSE 3)	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12	\$ 28.12
Part time shift (BSE 1)	\$ 28.48	\$ 28.48	\$ 28.48	\$ 28.48	\$ 28.48	\$ 28.48	\$ 28.48	\$ 28.48
Part time shift (BSE 2)	\$ 30.03	\$ 30.03	\$ 30.03	\$ 30.03	\$ 30.03	\$ 30.03	\$ 30.03	\$ 30.03
Part time shift (BSE 3)	\$ 32.34	\$ 32.34	\$ 32.34	\$ 32.34	\$ 32.34	\$ 32.34	\$ 32.34	\$ 32.34

APPENDIX 2: ALLOWANCE INCREASES

Clause	Allowance	Increment	1 July 2013	From 1 July 2014	From 1 July 2015	From 1 July 2016
35.4	Leading Hand	1 to 10 employees	\$40.94	\$42.58	\$44.28	\$46.05
		11 to 20 employees	\$52.68	\$54.79	\$56.98	\$59.26
		Over 20 employees	\$64.36	\$66.93	\$69.61	\$72.40
5.5	Meal		\$16.49	\$17.15	\$17.83	\$18.55
35.6.1	Toilet, refuse and offensive cleaning		\$4.68	\$4.87	\$5.06	\$5.26
35.6.2	Sanitary Bin cleaning		\$10.00	\$10.40	\$10.82	\$11.25
35.9	Broken Shift		\$5.95	\$6.19	\$6.44	\$6.70
35.10	First Aid		\$14.30	\$14.87	\$15.47	\$16.09

APPENDIX 3: SUPPORTED WAGE SYSTEM

1. This clause 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 agreement. In the context of this clause, the following definitions will apply:

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

Accredited assessor means a person accredited by the managing unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

Assessment instrument means the form 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.

2. **Eligibility criteria**

Employees covered by this clause 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 agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a disability support pension.

The clause 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 agreement relating to the rehabilitation of employees who are injured in the course of their employment.

The clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Service Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of that Act, or if a part only has received recognition, that part.

3. Supported wage rates

Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause 15.6.4)	% of prescribed agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable will be not less than \$78.00 per week.

Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

4. Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- the employee or (if the employee so requests) United Voice in consultation with the employee, and the employer; or
- The employer and an accredited assessor from a panel agreed by the employer and the employee or (if the employee so requests) UNITED VOICE.

5. Lodgement of assessment instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with Fair Work Australia.

All assessment instruments shall be agreed and signed by the parties to the assessment.

6. Review of assessment

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

7. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

8. Workplace adjustment

An employer wishing to employ a person under the provisions of this clause will 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.

9. Trial period

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 clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.

Work trials should include induction or training as appropriate to the job being trialled.

DOCUMENT 15

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment hereof.

APPENDIX 4: STATE SPECIFIC (PRESERVED AWARD AND AGREEMENT) CONDITIONS

The following provisions are incorporated into this agreement and continue to apply according to their terms.

a. ACT: Cleaning (Building and Property Services) Award

1.1 Second Engagement – clause 16

1.2 ACT Department of Education (ACT) allowance – clause 24.7

ACT (Reference document is Cleaning (Building and Property Services) (ACT) Award)

16. SECOND ENGAGEMENT

An employer may engage a full-time or regular part-time employee on a second, on-going part-time engagement with that employer but only on the following basis:

- 16.1 The second engagement as a part-time employee must be a separate engagement from the employee's other engagement ('the first engagement') and will attract and be paid all award and statutory entitlements.
- 16.2 Termination of employment in either engagement must not prejudice employment in the other engagement.
- 16.3 As far as possible, an employee working a second engagement pursuant to this clause will be rostered to start the second engagement at the end of the employee's day's work in their first engagement.
- 16.4 The terms of the second engagement must be agreed in writing in accordance with Clause 14 - Regular Part-Time Employees. If the employer does not notify the employee in writing of the terms of the second engagement, it will be deemed to be overtime worked on the employee's first engagement.
- 16.5 This clause must not be used to avoid overtime obligations applicable to employees in respect of their first engagement.

24.7 Department of Education allowance

All full-time, part-time and casual employees working in schools shall receive an additional 72 cents per hour. Such additional rates shall be regarded as part of the employees normal rate for all purposes of the award.

APPENDIX 6: 'THE CLEANERS' CHARTER'

«Company_Name» and United Voice recognise the integral role that cleaners play in the Australian Contracting Cleaning Industry.

Together we agree to a Cleaners' Charter that sets out the expectations cleaners can have of their workplaces.

1. **Good faith in the workplace**

Cleaners engaged by the Employer will cooperate with each other to perform the terms of their employment, as agreed in the Clean Start Collective Agreement, in good faith.

2. **Respect at work**

Cleaners will be treated with dignity at work by being treated with respect, being recognised and valued for the work they perform; and by being protected from bullying and harassment

3. **Freedom from discrimination**

Cleaners will enjoy a workplace free of any form of discrimination.

4. **A safe and healthy workplace**

The Employer will provide a safe and healthy working environment for cleaners and cleaners will cooperate with the Employer to improve workplace safety wherever possible.

5. **Workplace Diversity**

The Employer acknowledges and values the diversity of its employees and commits to ensuring language and cultural differences in the workplace are respected.

6. **Equal Employment Opportunity**

The parties recognise that equal employment opportunity and freedom from harassment is a fundamental right for all employees. In accordance with this principle [CONTRACTOR] undertakes to develop and periodically review an applicable equal opportunity and harassment policy (which includes sexual harassment) and grievance procedures that will apply to all employees.

7. **Workplace consultation**

Cleaners will be consulted on decisions which will have significant implications for themselves or their workplace.

8. **Union membership and representation**

Cleaners will be able to join their trade Union to advance their occupational, social and economic interests, and be represented by their Union in the workplace.

9. **Fair treatment**

Once they have completed the minimum employment period required by the Act or its successor, cleaners will not to be dismissed from their employment unless there is a valid reason related to their work performance or conduct.

10. **Resolving disputes**

Cleaners will have the opportunity to participate in resolving disputes within their workplace, and may seek representation from their Union in their support.

SIGNATURE PAGE

I am authorised to sign this Agreement on behalf of «COMPANY_NAME»

Signature

Print name and title

Address:

In the presence of:

Signature of witness

Print witness name

Date

I am authorised to sign this Agreement on behalf of United Voice

Signature

Print name and title

Address:

303 Cleveland St
Redfern NSW 2016

In the presence of:

Signature of witness

Print witness name

Date

Division 2—Circumstances allowing stand down

524 Employer may stand down employees in certain circumstances

(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the employer);
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
- (c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

(2) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:

- (a) an enterprise agreement, or a contract of employment, applies to the employer and the employee; and
- (b) the agreement or contract provides for the employer to stand down the employee during that period if the employee cannot usefully be employed during that period because of that circumstance.

Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.

Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).

(3) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.

525 Employee not stood down during a period of authorised leave or absence

An employee is not taken to be stood down under subsection 524(1) during a period when the employee:

- (a) is taking paid or unpaid leave that is authorised by the employer; or
- (b) is otherwise authorised to be absent from his or her employment.

Note: An employee may take paid or unpaid leave (for example, annual leave) during all or part of a period during which the employee would otherwise be stood down under subsection 524(1).

Wynants, John

From: Whybrow, Mark
Sent: Thursday, 26 November 2015 5:47 PM
To: Wynants, John; Budnick, Narelle
Subject: Meeting with Legal representatives for Rose Cleaning Service 23 November
Attachments: Meeting with Legal representatives for Rose Cleaning Service 23 November.docx

My edits in tracked changes.

Can we confirm, were they really legal representatives or just representatives. I believe it was representatives.

Cheers
Mark

Mark Whybrow | Chief Finance Officer |
Phone: 02 62052685 | Fax: 02 62055472 | Mobile: 0434537612 |
Education and Training Directorate |
ACT Government | Level 1 Annex, 220 Northbourne Avenue, Braddon |
GPO Box 158 Canberra ACT 2601 |
<mailto:mark.whybrow@act.gov.au>
<http://www.det.act.au>

Meeting with Legal representatives for [REDACTED] Phillips
Cleaning on 23 November 2015 @ 4:00pm

Attendees:

Education and Training Directorate:

Mr John Wynants - Director Infrastructure and Capital Works

Mr Mark Whybrow – Chief Financial Officer

Ms Narelle Budnick – Infrastructure Officer Infrastructure and Capital Works

Legal representatives:

Mr Sam Cassaniti
[REDACTED]

The Legal representatives for [REDACTED] Phillips Cleaning called this meeting to provide advice ascertain and perhaps resolve issues that have been raised by United Voice against their clients and seek advice/confirmation of in relation to cleaning services in ACT public schools requirements under the a Panel arrangement and contracts with ETD.

Issues raised by Representatives as UV concerns/allegations Areas of contention are:


- Not paying cleaners over the holiday periods. Does the Directorate expect cleaners to be payed over these breaks if they do not or are not required to work?
 - Mr Whybrow and Mr Wynants stated that the Service Agreements determine the statement of works required over the term and holiday breaks and set the rate of pay covering the designated daily hours during school terms. There is flexibility on how the contractors deliver these requirements at each site.
 - ~~Contractors have flexibility to employ staff stating that they are only employed for term periods and not during school holiday breaks.~~
 - The Directorate have Stand Down arrangements for its periods for teaching staff. The issue of standard down arrangement's for their cleaners is an industrial relation issue for the contractor only through their salary package. Cleaners are not on stand down during school holiday periods.
- Over \$ 300K back pay is supposedly owed as they were illegally stood down in the stand down periods under section 3-5 of the Fair Work Act.
 - ~~Mr Whybrow and Mr Wynants reiterated their statement that school cleaners are not stood down during the school holiday periods. The Directorate has set the schedule for services that are required over these times. Contractors have the flexibility on how they deliver those services and are subject to their EBA requirements.~~
 - ~~Employees would be informed of the expected working conditions and shift times when they are employed through their employment agreement.~~
- Not re-signing the new Clean Start Agreement (EBA). [REDACTED]
[REDACTED] He and Phillips Cleaning are now going through the process of removing themselves formally from the EBA. This is at a logger head with the Union pursuing these entities with threats, making claims to the ATO and legal action in the

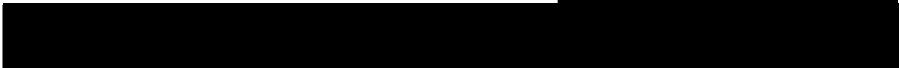
Comment [WM1]: We didn't state they weren't we stated that our contract makes no reference to requirements

Federal Court because they will not resign the new EBA and are applying to be removed from the former EBA.

- o Mr. Whybrow and Mr Wynants appreciate the level of action that the Union is undertaking however, these are industrial issues and are a matter for the Fair Work Commission to resolve.
- o ~~Once the~~The Directorate focus is upon compliance with contractual obligations under the cleaning contracts. Compliance with industrial laws are an area of compliance with the contract. The Directorate is aware that Fair Work Australia and other Federal Court are considering matters of industrial relations compliance and would look to outcomes from these processes. ~~re is a formal decision handed down by the Commissioner the Directorate will have clearer directives to refer to.~~
- o ~~The Directorate are buying a service and should only be concerned with obligations under the Panel Deed and associated Service Agreements.~~

Mr Wynants acknowledged that the use of Labour Hire could be perceived as sub-contracting however, the Directorate's investigations to date ~~has shown that this is not the case with Rose Cleaning Service, Rose Cleaning Group and Phillips Cleaning indicate~~. Reasonable labour hirer arrangements rather than sub-contracting are in place as control elements of staff and operations such as contract arrangements for day to day instructions our through the contractor rather than the labour hirer, and the evidence of hire agreements with these entities have been produced. Further clarification on how these Labour Hire arrangements are occurring as an administrative instrument is provided at Attachment A.

Mr Cassaniti accepted that some administrative arrangements could be tidied up especially with the structure of entities and employment contracts. 


All documents requested by the Union have been produced.

The Union is still obsessed with minor discrepancies for example the ACN number instead of the ABN number on pay slip, a change of school from one pay slip to next (because of cleaner changing schools).

Mr Whybrow acknowledged that more work has been created for everyone involved. The Directorate has engaged external Work Health and Safety and Cleaner Contractor Compliance auditors to undertake independent audits over and above what had already been completed by Infrastructure and Capital Works.

Copies of the final reports will be provided to the Union and the legal representatives for [REDACTED] Phillips Cleaning.

Mr Wynants stated that the preliminary compliance audit has raised a question why the pay rate for annual leave differs from the normal rate of pay. Further clarification will be sort by the auditors.

A final clarification on site induction requirements was made by Mr Wynants. The schools are responsible for inducting cleaners on to their site, preferably each year. The cleaning contractors are to induct their staff on the cleaning requirements for each site.

Hancock, Carly

From: Wynants, John
Sent: Thursday, 10 December 2015 10:38 AM
To: Whybrow, Mark
Cc: Brighton, Meg
Subject: RE: Alfred Deakin High School Cleaning Time Flexibility

Mark W

My understanding is that:

1. The cleaning shift had always been 3:30pm to 7:30pm. This involved five cleaning staff.
2. The identified cleaning employee had chosen to start at 3:15pm and finish at 7:15pm. Again, my understanding was that this was without the agreement of his employer and consultation with the school.
3. The identified cleaning employee also worked the 6:00am to 8:00am shift to clean the school hall and had commenced starting at 5:30am without the agreement of the employer. Note: a shift starting prior to 6:00am attracts a higher rate of pay.

My understanding from the agreement you have reached with Phillips Cleaning and the school is that all four cleaning employees will now start their evening shift at 3:15pm and finish at 7:15pm. The question is whether the other four cleaning employees are agreeable to changing their shift.

John W

From: Whybrow, Mark
Sent: Thursday, 10 December 2015 10:18 AM
To: phillipscleaning@bigpond.com
Cc: Bartlett, Belinda (ACTEDU); Wynants, John; Brighton, Meg
Subject: Alfred Deakin High School Cleaning Time Flexibility

Angelo

Thank you for our conversation this morning regarding flexibility in cleaning commencement at Alfred Deakin High School. The School principal has confirmed that the school is happy with cleaners commencing from 3:15pm and I understand that you will update your cleaning roster to reflect this arrangement.

Cheers

Mark

Mark Whybrow | Chief Finance Officer |

Phone: 02 62052685 | Fax: 02 62055472 | Mobile: 0434537612 |

Education and Training Directorate |

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<http://www.det.act.au> <<http://www.det.act.au/>>

Document 18 is exempt under section 42
of the *Freedom of Information Act 1989*.

Hancock, Carly

From: Narayan, Debra on behalf of Whybrow, Mark
Sent: Wednesday, 23 December 2015 5:00 PM
To: phillipscleaning@bigpond.com
Cc: Brighton, Meg; Wynants, John; Whybrow, Mark
Subject: Panel Deed and Services Contracts
Attachments: LETTER- CFO TO PHILLIPS CLEANING.pdf

Dear Mr Didio,

Please find attached a letter from Mr Mark Whybrow, Chief Finance Officer of the Education and Training Directorate, regarding the Panel Deed and Services Contracts.

Kind regards,

Debra

Sent on behalf of Mark Whybrow, Chief Finance Officer, by Debra Narayan

Phone: 6205 5338 | Email: debra.narayan@act.gov.au <<mailto:debra.narayan@act.gov.au>>

Strategic Finance | Education and Training Directorate | ACT Government

Level 1 Annex 220 Northbourne Avenue Braddon | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
<<http://www.act.gov.au/>>



Mr Angelo Didio
 Phillips Cleaning Services Pty Ltd
phillipscleaning@bigpond.com

Dear Mr Didio,

Panel Deed and Services Contracts

I am writing to you to offer you an opportunity to respond to a range of allegations that have been made by United Voice (UV) about the conduct of Phillips Cleaning Services Pty Ltd (Phillips).

The majority of the allegations are raised in an Originating Application currently before the Federal Circuit Court (ACD 132/2015) (Claim). United Voice has provided the Territory's Education and Training Directorate (ETD) with a copy of this allegation, along with various records of employee payments and copies of the long service leave records of employees by the name of [REDACTED]

A review of these documents by ETD has given rise to a number of questions.

I wish to make it clear that I have no view on the veracity or otherwise of the allegations made by UV. However, as I am sure you appreciate, it is a term of the Panel Deed that you comply with your lawful industrial obligations, and the Territory takes allegations of non-compliance very seriously and must investigate them. I would appreciate your cooperation in this regard.

First, I have been provided with the appointment letters used by "Phillips Cleaning Service" to appoint [REDACTED]. The letters make reference to the employees' terms and conditions being set out in the relevant Cleaning Services Award 2010. My understanding is that this is not correct, and that the employees (and Phillips) are covered by the *Phillip Cleaning Services and LHMU Clean Start Union Collective Agreement 2010 for ACT Government Schools (Schools Agreement)*.

Accordingly, I would be obliged if you would:

- (a) advise whether you agree that the Schools Agreement applies to employees of Phillips engaged in cleaning ACT Government Schools (other than [REDACTED] – para 6 of Points of Claim);
- (b) if so, confirm that Phillips is applying the terms and conditions of the Schools Agreement in relation to those employees, and has done at all times during which it has performed services under a service agreement (I note that you have signed an Ethical Supplier Declaration, but this does not require that you identify the relevant agreement that you say applies); and
- (c) if so, confirm that you have advised all relevant employees of the application of the Schools Agreement.

Secondly, I am concerned that the different entity names on the payslips provided to employees may, as suggested by UV, be a breach of section 536(2)(b) of the Fair Work Act 2009 and regulation 4.36 of the Fair Work Regulations 2009, which require a payslip include, amongst other things, the employer's name.

As you would be aware, UV is alleging that the different entity names on the payslips evidence a process of "rotating" employees between corporate entities. At a meeting with ETD on 29 October 2015, your company representatives denied this was the case, and stated that all the affected workers were in fact employees of Phillips (or another company) and that the payslips reflected that the payroll had been processed by a different entity. However, this explanation does not really address the issue of the payslips being inaccurate. Additionally, on 14 December 2015, UV provided ETD with copies of records obtain from the Long Service Leave Authority in relation Phillips employee [REDACTED] claims to have been employed by Phillips to work at the Gungahlin College since 2011, but the LSLA's records which were provided by the LSLA to UV indicate that he was only registered as an employee of Philips from 1 July 2013, and that prior to this he was engaged by another company from 1 February 2012 to 28 June 2013. This would seem to indicate some transfer of employment, although [REDACTED] expressly denies having knowledge of this, or giving consent to it.

Accordingly, I would be obliged if you could confirm:

- (a) That the twenty-two employees named in Schedule C to the Claim are or were:
 - a. for the period stated in that table in that Schedule, employees of Phillips; or
 - b. if they were not employees of Phillips for all of that period, whether they were labour hire workers for Phillips during a part of that period; and/or
 - c. whether you are aware if they were employees or contractors of any other company during that period;
- (b) That, during the stated term of their employment, Phillips did not purport to transfer or assign their employment to another entity without that employee's knowledge and consent; and
- (c) That the various different names on payslips indicate only that the processing/payroll entity had changed – not that any transfer had been affected.

I would also welcome any response you wish to make on the other matters raised in the Claim.

I would appreciate any response by 15 January 2016.

Please contact me should you have any further queries.

Yours sincerely

[REDACTED]
 Mark Whybrow
 Chief Finance Officer
 December 2015

23

Hancock, Carly

From: Hancock, Carly on behalf of Whybrow, Mark
Sent: Wednesday, 13 January 2016 10:44 AM
To: 'phillipscleaning@bigpond.com'
Cc: Whybrow, Mark
Subject: FW: Panel Deed and Services Contracts
Attachments: LETTER- CFO TO PHILLIPS CLEANING.pdf

Good morning Mr Didio,

Can you please confirm if you received the below email and attachment, which was sent Wednesday 23 December 2015 at 5pm.

Thank you and kind regards,

Carly

Sent on behalf of Mark Whybrow, Chief Finance Officer, by Carly Hancock | Finance and Office Administrator

Phone: 6205 5475 | Email: carly.hancock@act.gov.au

Strategic Finance | Education and Training Directorate | ACT Government

Level 1 Annex 220 Northbourne Avenue Braddon | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
<<http://www.act.gov.au/>>

From: Narayan, Debra On Behalf Of Whybrow, Mark
Sent: Wednesday, 23 December 2015 5:00 PM
To: phillipscleaning@bigpond.com
Cc: Brighton, Meg; Wynants, John; Whybrow, Mark
Subject: Panel Deed and Services Contracts

Dear Mr Didio,

Please find attached a letter from Mr Mark Whybrow, Chief Finance Officer of the Education and Training Directorate, regarding the Panel Deed and Services Contracts.

Kind regards,

Debra

Sent on behalf of Mark Whybrow, Chief Finance Officer, by Debra Narayan

Phone: 6205 5338 | Email: debra.narayan@act.gov.au

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Mr Angelo Didio
 Phillips Cleaning Services Pty Ltd
phillipscleaning@bigpond.com

Dear Mr Didio,

Panel Deed and Services Contracts

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The majority of the allegations are raised in an Originating Application currently before the Federal Circuit Court (ACD 132/2015) (Claim). United Voice has provided the Territory's Education and Training Directorate (ETD) with a copy of this allegation, along with various records of employee payments and copies of the long service leave records of employees by the name of [REDACTED]

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First, I have been provided with the appointment letters used by "Phillips Cleaning Service" to appoint [REDACTED]. The letters make reference to the employees' terms and conditions being set out in the relevant Cleaning Services Award 2010. My understanding is that this is not correct, and that the employees (and Phillips) are covered by the *Phillip Cleaning Services and LHMU Clean Start Union Collective Agreement 2010 for ACT Government Schools (Schools Agreement)*.

Accordingly, I would be obliged if you would:

- (a) advise whether you agree that the Schools Agreement applies to employees of Phillips engaged in cleaning ACT Government Schools (other than [REDACTED] – para 6 of Points of Claim);
- (b) if so, confirm that Phillips is applying the terms and conditions of the Schools Agreement in relation to those employees, and has done at all times during which it has performed services under a service agreement (I note that you have signed an Ethical Supplier Declaration, but this does not require that you identify the relevant agreement that you say applies); and
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Secondly, I am concerned that the different entity names on the payslips provided to employees may, as suggested by UV, be a breach of section 536(2)(b) of the Fair Work Act 2009 and regulation 4.36 of the Fair Work Regulations 2009, which require a payslip include, amongst other things, the employer's name.

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Accordingly, I would be obliged if you could confirm:

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 - b. if they were not employees of Phillips for all of that period, whether they were labour hire workers for Phillips during a part of that period; and/or
 - c. whether you are aware if they were employees or contractors of any other company during that period;
- (b) That, during the stated term of their employment, Phillips did not purport to transfer or assign their employment to another entity without that employee's knowledge and consent; and
- (c) That the various different names on payslips indicate only that the processing/payroll entity had changed – not that any transfer had been affected.

I would also welcome any response you wish to make on the other matters raised in the Claim.

I would appreciate any response by 15 January 2016.

Please contact me should you have any further queries.

Yours sincerely

[REDACTED]
 Mark Whybrow
 Chief Finance Officer
 December 2015

23

Documents 21-27 are exempt under section 42
of the *Freedom of Information Act 1989*.

Hancock, Carly

From: Whybrow, Mark
Sent: Wednesday, 31 August 2016 4:02 PM
To: 'Stefan Russell-Uren'; Wynants, John
Cc: 'Lyndal Ryan'; Whitten, Meredith
Subject: RE: Personel Pay Rate - Hours - Alfred deakin [SEC=UNCLASSIFIED, DLM=Sensitive: Legal]

Stefan

Thank you for this information, I have forwarded to Mr John Wynants, as the responsible Director for review and response.

Cheers

Mark

Mark Whybrow | Chief Finance Officer | <mailto:mark.whybrow@act.gov.au> <<mailto:mark.whybrow@act.gov.au>>

Phone: 02 62052685 | Fax: 02 62055472 | Mobile: 0434537612 |

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<http://www.det.act.au> <<http://www.det.act.au>>

From: Stefan Russell-Uren [<mailto:Stefan.Russell-Uren@unitedvoice.org.au>]

Sent: Wednesday, 31 August 2016 2:10 PM

To: Whybrow, Mark

Cc: Lyndal Ryan

Subject: Personel Pay Rate - Hours - Alfred deakin

Mark,

You will recall that during the dispute with Phillips Cleaning ETD conducted an investigation. As a result of that investigation ETD assured United Voice that Phillips was completely compliant and there were no examples of the underpayment of the personal pay rate anywhere. United Voice was assured that such a failure would be taken extremely seriously.

Please see and review the attached affidavit prepared by Htoo Ywai. Htoo cleans Alfred Deakin. The affidavit deals, in the main, with the matters before the court. Annexed to the affidavit are his payslips. If you look at any page, such as pages 9, 16, 21, 29 etc you will see that he has regularly been paid a rate of \$22.02 in respect of some of his hours.

Are you able to explain why this wasn't picked up by the department and will it be acted on?

We note that under the terms of the Alfred Deakin contract there are 18.5 hours of work. United Voice has conducted enquiries with our members and so far as we can tell there are only 18 hours being given to the workers. Some of the workers have made reports to us of the crushing workloads and this is currently before the commission.

Are you able to explain why the half hour in the contract isn't worked?

Kind Regards

Stefan Russell – Uren

Senior Legal Officer

United Voice

(02) 61 201 203 – 0478 729 215