

IN THE FAIR WORK COMMISSION

Matter No: AM2016/15, AM2014/69

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

REPLY SUBMISSION OF UNITED VOICE

1. This submission concerns technical and drafting issues in the plain language redrafting exposure draft of the *Cleaning Services Award 2010* ('Cleaning Award'). This submission is made in reply to the submission of Australian Business Industrial (ABI) and the NSW Business Chamber Ltd (NSWBC) filed on 12 October 2017, the submission of the Australian Industry Group (AIG) filed on 12 October 2017 and the submission of Business SA (BSA) filed 13 October 2017.

Clause 9. Full-time employment

2. ABI, AIG and BSA have objected to the definition of full time employment in Clause 9. We disagree. We support the wording in the plain language draft.
3. The wording in clause 9 of the plain language draft reflects existing award entitlements in the current award.
4. Clause 9 references clause 13—Ordinary hours of work and rostering, which is clause 24 under the current award. The wording in clause 9 of the plain language draft regarding an 'agreed' hours of work arrangement is in accordance with existing entitlements under clause 24 of the current award.
5. Clause 24.1(e) states:

'The ordinary hours of work having been determined by the employer and employee in accordance with clause 24.1(c) will not be altered without the giving of one week's notice except in the case of emergency.'
6. Clause 24.1(f) states:

'Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.'
7. It is envisioned in clauses 24.1(e) and (f) that the ordinary hours of work will be determined by the employer *and* employee and *agreed* upon.

8. Under the current award, the arrangement of ordinary hours of work is not a unilateral decision of the employer.
9. As such, the wording in clause 9 of the plain language draft that there is an *'agreed'* hours of work arrangement between the employer and employee appropriately reflects existing entitlements.

Clause 10. Part-time employment

10. ABI and BSA have submitted that they have concerns with the plain language re-drafting of clauses 10.4 and 10.5. We do not object to retaining current clause 12.4(e).

Clause 11. Casual employment

11. ABI and BSA have submitted that clause 11.1 is problematic. We agree.
12. ABI have proposed an amendment to the wording in clause 11.3 regarding casual loading. We would support retaining the wording in the clause 12.5(a) of the current award which states *"an additional loading of 25%"*.

Clause 12. Classifications

13. ABI have submitted that clause 15.2 in the current award has been omitted from the plain language draft. As raised in paragraph 12 of our submission filed 6 October 2017 ('initial submission'), we support retaining the current clause 15.2.
14. AIG states that clause 12 contains a new requirement to classify employees in accordance with the definitions in Schedule A, and that this is not a requirement of the current award. We disagree.
15. Clause 15.1 of the current award already contains such a requirement:

"Classifications are set out in Schedule D—Classifications. An employee, other than an excluded employee, must be employed in a classification in Schedule D and paid as such."
16. Clause 15.1 of the current award and clause 12 of the plain language draft both contain an obligation on the employer to classify an employee in accordance with the classifications within the award. This obligation should be retained.

Clause 13. Ordinary Hours of Work and Rostering

17. ABI, AIG and BSA have objected to the wording of clause 13.1 of the plain language draft. We disagree. We support the wording in the plain language draft.

18. The wording in clause 13.1(a) of the plain language draft reflects existing award entitlements in both clause 24.1(e) and (f) of the current award.
19. We refer to paragraphs 5-8 of this submission.
20. The wording in clause 13.1 of the plain language draft that there is '*agreement*' between the employer and employee appropriately reflects existing entitlements.
21. ABI have raised concerns regarding an omission in clause 13.5(c)(i) of the plain language draft. We do not object to retaining the current award provisions in clause 24.2(c).

Clause 14. Breaks

22. ABI, AIG and BSA have raised concerns regarding the wording in clause 14.1. We do not oppose ABI's proposal that the word '*further*' be re-inserted.
23. AIG argues the entitlement to paid rest breaks in clause 14.2(c) do not apply to part-time and casual shift workers. We disagree. The wording in the current clause 26.2 does not exclude part-time and casual shift workers.
24. AIG have proposed an amendment to clause 14.4 of the plain language draft. We disagree with the proposed amendment. The plain language draft is clear in its present form and we support the wording in clause 14.4.

Clause 15. Work organisation

25. AIG have proposed removing the word '*streams*' from clause 15. We do not object to removing the word '*streams*' but note our broader concerns regarding clause 15 as outlined in paragraphs 12 to 16 of our initial submission.

Clause 18.3 Payment of wages

26. AIG have proposed an amendment to clause 18.3. We disagree. The wording in the plain language draft accurately reflects that employees should not have to pay any additional costs to receive wages.

Clause 21. Allowances

27. AIG have proposed inserting the word '*continuously*' within clauses 21.3(b) and 21.4(c). We disagree. The wording in the plain language draft already reflects existing entitlements and the addition of the word '*continuously*' may reduce existing entitlements.
28. AIG have proposed amending clauses 21.8(a) and 21.9 to better reflect the current wording of the award. We agree.

29. AIG have stated that the words *'with the employer'* should be inserted within clause 21.11. We disagree as it is unnecessary. The meaning in the plain language draft is clear.

Clause 23.5 Call back

30. AIG have submitted that the words *'is required by the employer'* need to be inserted in clause 23.5. We disagree as it is unnecessary. The meaning in the plain language draft is clear.
31. AIG have proposed amendments to clause 23.6(c). We disagree with the proposed amendment, which seeks to remove an employee's entitlement to overtime. The wording in the plain language draft more accurately reflects the existing award entitlements.

Clause 25.3 Payment for annual leave

32. AIG have submitted that clause 25.3(c) should be amended and argue that the plain language draft expands the entitlements under this clause. We disagree.
33. Clause 25.3 of the plain language draft actually reduces the entitlements of employees. Under the current award, in clause 29.7, employees should receive a loading of 17.5% on their *'ordinary time rate of pay'* which includes penalty rates for shift work as well as other entitlements as outlined in clause 29.3. Under clause 25.3 of the plain language draft, an employee would only receive the greater of the two options in 25.3(b). This could substantially reduce an employee's entitlements. We support retaining the current award clause.

Clause 25.4 Temporary close-down

34. AIG submit that the current clause 29.6 should be retained. We agree key aspects of the clause should be retained and we refer to paragraphs 43 to 51 of our initial submission.

Clause 32 Consultation about change of contract

35. AIG have proposed an amendment to clause 32.5 which involves the insertion of the words *'shift configuration'* in place of the words *'the shifts they worked'*. We agree.
36. AIG have submitted that clause 32.6 should be deleted as it is not a current obligation under the award. We disagree. There is the same obligation under the current award in clause 9.2.