

**PLAIN LANGUAGE EXPOSURE DRAFT – CLEANING SERVICES AWARD 2017**

This comparison document follows the sequence of the Plain Language Exposure Draft (8 September 2017) (2<sup>nd</sup> column).

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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Cleaning Services Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Subject to the provisions in Schedule A—Savings Provisions, nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p><b>2.3</b> This award contains transitional arrangements which specify when particular parts of the award come into effect. The transitional arrangements are in Schedule B—Transitional Provisions – other than shopping trolley collection contractors and Schedule C—Transitional Provisions – for employees of shopping trolley collection contractors. The transitional arrangements in Schedule B and Schedule C deal with:</p> <ul style="list-style-type: none"> <li>• minimum wages;</li> <li>• casual or part-time loadings;</li> <li>• Saturday, Sunday, public holiday, evening or other penalties; and</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award, nor the operation of any transitional arrangements, is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee or organisation covered by the modern award; or</li> <li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award.</li> </ul>	<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This is the <i>Cleaning Services Award [2017]</i>.</p> <p><b>1.2</b> This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.</p> <p><b>1.3</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by this award.</p> <p><b>1.4</b> On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>Note: transitional arrangements have been removed — obsolete</i></p>
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p><b>2. Definitions</b></p> <p>In this award:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth).</p> <p><b>adult employee</b> means an employee who is 21 years of age or over.</p> <p><b>broken shift</b>, see clause 21.2(a) (Broken shift allowance).</p> <p><b>cleaning area</b> means the area that the employer is contracted to clean, including internal areas, offices, toilets, kitchens and all other common or public areas but excluding car parks.</p>

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

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

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

**NAPSA** means notional agreement preserving a State award and has the meaning in the *Workplace Relations Act 1996* (Cth)

**NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

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

**ordinary hourly rate** means the minimum hourly rate of pay for the relevant classification in clause 16—Minimum wages

**ordinary pay** is defined in clause 29.3

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

**shiftworker** is defined in clause 29.2

**standard rate** means the minimum weekly wage for a Cleaning Services Employee Level 1 in clause 16—Minimum wages

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**contract cleaning services industry**, see clause 4.2.

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

**employee** means a national system employee as defined by section 13 of the Act.

**employer** means a national system employer as defined by section 14 of the Act.

**event cleaning**, see clause 4.3.

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

**junior employee** means an employee who is less than 21 years of age.

**minimum hourly rate** means the minimum hourly rate for a full-time employee specified in column 3, in accordance with the employee classification specified in column 1, of **Table 2—Minimum rates for full-time employees**.

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

**National Employment Standards**, see Part 2-2 of the Act. Divisions 3 to 12 of Part 2-2 of the Act constitute the *National Employment Standards*. An extract of section 61 of the Act is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

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

**standard rate** means the minimum weekly rate for a Cleaning Services Employee Level 1 in **Table 2—Minimum rates for full-time employees**.

**State reference public sector modern award** has the meaning given by subitem 3(2) of Schedule 6A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

**State reference public sector transitional award** has the meaning given by subitem 2(1) of Schedule 6A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

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	<p><b>Table 1—Facilitative provisions</b> means the Table in clause 7.2.</p> <p><b>Table 2—Minimum rates for full-time employees</b> means the Table in clause 16.1.</p> <p><b>Table 3—Junior rates (employees of shopping trolley collection contractors)</b> means the Table in clause 16.2.</p> <p><b>Table 4—Leading hand allowance</b> means the Table in clause 21.7.</p> <p><b>Table 5—Overtime rates</b> means the Table in clause 23.2.</p> <p><b>Table 6—Penalty rates</b> means the Table in clause 24.2.</p> <p><b>Table 7—Eligible employee representatives quota</b> means the Table in clause 34.7.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>3.3</b> The employer must ensure that copies of this award and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the contract cleaning services industry and their employees in the classifications listed in Schedule D—Classifications to the exclusion of any other modern award.</p> <p><b>4.2</b> The <b>contract cleaning services industry</b> means the business of providing cleaning services under a contract and includes:</p> <p>(a) cleaning (including event cleaning, trolley collection and hygiene and pollution control but excluding trolley collection covered by the <i>General Retail Industry Award 2010</i>); and</p> <p>(b) minor property maintenance which is incidental or peripheral to cleaning.</p> <p><b>4.3</b> For the purpose of clause 4.2(a), <b>event cleaning</b> means the provision of cleaning, in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events and exhibitions.</p> <p><b>4.4</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.5</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.6</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.7</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers, to the exclusion of any other modern award:</p> <p>(a) employers in the contract cleaning services industry throughout Australia; and</p> <p>(b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).</p> <p><b>4.2</b> For the purposes of clause 4.1, <b>contract cleaning services industry</b> means the business of providing cleaning services under a contract and includes:</p> <p>(a) cleaning, including event cleaning; and</p> <p>(b) hygiene and pollution control; and</p> <p>(c) trolley collection, excluding trolley collection covered by the <i>General Retail Industry Award 2014</i>; and</p> <p>(d) minor property maintenance that is incidental to cleaning.</p> <p><b>4.3</b> For the purposes of clause 4.2(a), <b>event cleaning</b> means the provision of cleaning in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events or exhibitions.</p> <p><b>4.4</b> This industry award also covers:</p> <p>(a) on-hire employees working in the contract cleaning services industry (with a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and</p> <p>(b) trainees employed by a group training employer and hosted by an employer covered by this award to work in</p>

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<p>coverage in this award.</p> <p><b>4.8</b> This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.9</b> To avoid doubt this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another award has employees who perform functions referred to in clause 4.2 or in the classification descriptions referred to in Schedule D.</p> <p>NOTE: Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p>	<p>the contract cleaning services industry (with a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.</p> <p><b>4.5</b> However, this industry award does not cover any of the following:</p> <p>(a) employees excluded from award coverage by the Act; or</p> <p>NOTE: See section 143(7) of the Act.</p> <p>(b) employees covered by a modern enterprise award or an enterprise instrument; or</p> <p>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or</p> <p>(d) employers of employees mentioned in paragraph (b) or (c).</p> <p><b>4.6</b> If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.</p> <p>NOTE: An employee working in the contract cleaning services industry who is not covered by this industry award may be covered by an award with occupational coverage.</p>
	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.</p>
<p><b>7. Award flexibility</b></p> <p><b>7.1</b> Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:</p> <p>(a) arrangements for when work is performed;</p> <p>(b) overtime rates;</p> <p>(c) penalty rates;</p> <p>(d) allowances; and</p> <p>(e) leave loading.</p> <p><b>7.2</b> The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p><b>7.3</b> The agreement between the employer and the individual employee must:</p> <p>(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and</p> <p>(b) result in the employee being better off overall at the time the agreement is made than the employee would</p>	<p><b>6. Individual flexibility arrangements</b></p> <p><b>6.1</b> Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:</p> <p>(a) arrangements for when work is performed; or</p> <p>(b) overtime rates; or</p> <p>(c) penalty rates; or</p> <p>(d) allowances; or</p> <p>(e) annual leave loading.</p> <p><b>6.2</b> An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.</p> <p><b>6.3</b> An agreement may only be made after the individual employee has commenced employment with the employer.</p> <p><b>6.4</b> An employer who wishes to initiate the making of an agreement must:</p> <p>(a) give the employee a written proposal; and</p> <p>(b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an</p>

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<p>have been if no individual flexibility agreement had been agreed to.</p> <p><b>7.4</b> The agreement between the employer and the individual employee must also:</p> <p>(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p><b>7.5</b> The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p><b>7.6</b> Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p><b>7.7</b> An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p><b>7.8</b> The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the <i>Fair Work Act 2009</i> (Cth)).</p> <p><b>7.9</b> The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks’ notice of termination.</p> <p><b>7.10</b> The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p>appropriate language) to ensure that the employee understands the proposal.</p> <p><b>6.5</b> An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.</p> <p><b>6.6</b> An agreement must do all of the following:</p> <p>(a) state the names of the employer and the employee; and</p> <p>(b) identify the award term, or award terms, the application of which is to be varied; and</p> <p>(c) set out how the application of the award term, or each award term, is varied; and</p> <p>(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and</p> <p>(e) state the date the agreement is to start.</p> <p><b>6.7</b> An agreement must be:</p> <p>(a) in writing; and</p> <p>(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.</p> <p><b>6.8</b> Except as provided in clause 6.9, an agreement must not require the approval or consent of a person other than the employer and the employee.</p> <p><b>6.9</b> The employer must keep the agreement as a time and wages record and give a copy to the employee.</p> <p><b>6.10</b> The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.</p> <p><b>6.11</b> An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p> <p>(b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).</p> <p>NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).</p> <p><b>6.12</b> An agreement terminated as mentioned in clause 6.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p><b>6.13</b> The right to make an agreement under clause 6 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.</p>

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	<p><b>7. Facilitative provisions</b></p> <p><b>7.1</b> This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.</p> <p><b>7.2</b> The following clauses have facilitative provisions:</p> <p><b>Table 1—Facilitative provisions</b></p> <table border="1" data-bbox="1596 445 2641 871"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>18.5</td> <td>Payment of wages</td> <td>an individual employee</td> </tr> <tr> <td>23.4</td> <td>Time off instead of payment for overtime</td> <td>an individual employee</td> </tr> <tr> <td>25.7</td> <td>Annual leave in advance</td> <td>an individual employee</td> </tr> <tr> <td>25.8</td> <td>Cashing out of annual leave</td> <td>an individual employee</td> </tr> <tr> <td>29.2</td> <td>Substitution of public holidays by agreement</td> <td>the majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	18.5	Payment of wages	an individual employee	23.4	Time off instead of payment for overtime	an individual employee	25.7	Annual leave in advance	an individual employee	25.8	Cashing out of annual leave	an individual employee	29.2	Substitution of public holidays by agreement	the majority of employees
Clause	Provision	Agreement between an employer and:																	
18.5	Payment of wages	an individual employee																	
23.4	Time off instead of payment for overtime	an individual employee																	
25.7	Annual leave in advance	an individual employee																	
25.8	Cashing out of annual leave	an individual employee																	
29.2	Substitution of public holidays by agreement	the majority of employees																	
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>12. Employment categories</b></p> <p><b>12.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time employment;</p> <p>(b) part-time employment; or</p> <p>(c) casual employment.</p> <p><b>12.2</b> At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual, their usual location of work and the employee’s classification. This will then be recorded in the time and wages record of the employee.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> An employee covered by this award must be one of the following:</p> <p>(a) a full-time employee; or</p> <p>(b) a part-time employee; or</p> <p>(c) a casual employee.</p> <p><b>8.2</b> At the time of engaging an employee, an employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.</p>																		
<p><b>12.3 Full-time employment</b></p> <p>A full-time employee is an ongoing employee engaged to work an average of 38 ordinary hours per week. Such hours are to be arranged in accordance with clause 24—Ordinary hours of work.</p>	<p><b>9. Full-time employment</b></p> <p>An employee who is engaged to work an average of 38 ordinary hours per week in accordance with an agreed hours of work arrangement is a full-time employee.</p> <p>NOTE: The hours of work arrangement is agreed between the employer and the employee. See clause 13—Ordinary hours of work and rostering.</p>																		
<p><b>12.4 Part-time employment</b></p> <p>(a) An employer may employ a part-time employee in any classification in this award. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual</p>	<p><b>10. Part-time employment</b></p> <p>Part-time employment provisions may be affected by AM2014/196</p>																		



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<p>starting and finishing times each day.</p> <p>(b) A part-time employee is an employee who:</p> <p>(i) is engaged to work less than the full-time hours of 38 per week;</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) receives, in addition to the hourly rate for a full-time employee, an allowance of 15% of the hourly rate. This allowance allows the employer to roster a part-time employee to work up to 7.6 hours per day, five days per week or 38 ordinary hours per week without the payment of overtime.</p> <p>(c) An employer is required to roster a part-time employee in accordance with the provisions of clause 25—Rostering, and for a minimum number of hours in accordance with clause 24.2.</p> <p>(d) Where clause 25—Rostering does not apply, any requirement by an employer that a part-time employee works hours in addition to those specified in accordance with clause 12.4(a) will be subject to the provisions of clause 28—Overtime.</p> <p>(e) Subject to clause 12.4(b)(iii), a part-time employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p>	<p><b>10.1</b> An employee who is engaged to work for fewer than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable is a part-time employee.</p> <p><b>10.2</b> An employer must pay a part-time employee for each ordinary hour worked a loading of <b>15%</b> on top of the minimum hourly rate specified in column 3 of <b>Table 2—Minimum rates for full-time employees</b>.</p> <p>NOTE: The part-time loading is payable so as to allow the employer to roster a part-time employee to work up to 7.6 hours per day or 5 days per week or 38 ordinary hours per week without the payment of overtime.</p> <p><b>10.3</b> An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.</p> <p><b>10.4</b> This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.</p> <p><b>10.5</b> A part-time employee is entitled to payments in respect of annual leave and personal/carer’s leave on a proportionate basis.</p> <p><b>10.6</b> At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:</p> <p>(a) the number of hours to be worked each day; and</p> <p>(b) the days of the week on which the employee will work; and</p> <p>(c) the times at which the employee will start and finish work each day.</p> <p><b>10.7</b> The employer and the employee may vary an agreement under clause 10.6. Any variation must be recorded in writing.</p> <p><b>10.8</b> An employer must roster a part-time employee in accordance with the provisions of clause 13.6—Rostering, and for a minimum number of hours in accordance with clause 13.5—Ordinary hours and roster cycles—part-time and casual employees.</p>
<p><b>12.5 Casual employment</b></p> <p>Casual employees may only be engaged to perform work on an intermittent or irregular basis or to work uncertain hours or to replace a weekly employee who is rostered off or absent.</p> <p>(a) <b>Casual loading</b></p> <p>Casual employees will be paid, in addition to the ordinary hourly rates and rates payable for shift, weekend and overtime work that apply to full-time employees, an additional loading of 25% of the ordinary hourly rate for the classification under which they are employed.</p>	<p><b>11. Casual employment</b></p> <p>Casual employment provisions may be affected by <a href="#">AM2014/197</a></p> <p><b>11.1</b> An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.</p> <p><b>11.2</b> A casual employee may only be engaged:</p> <p>(a) to perform work on an intermittent or irregular basis; or</p> <p>(b) to work uncertain hours; or</p> <p>(c) to replace a full-time or a part-time employee who is rostered off or absent.</p> <p><b>11.3</b> An employer must pay a casual employee for each ordinary hour worked a loading of <b>25%</b> on top of the minimum hourly rate specified in column 3 of <b>Table 2—Minimum rates for full-time employees</b>.</p> <p>NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the NES. See Part 2-2 of the Act.</p>

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<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>15. Classifications</b></p> <p><b>15.1</b> 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.</p> <p><b>15.2</b> Despite an employee’s classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee’s level of skill, competence and training.</p>	<p><b>12. Classifications</b></p> <p>An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.</p> <p>NOTE: The minimum rates applicable to the classifications in this award are in clause 16—Minimum rates.</p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>24. Ordinary hours of work</b></p> <p><b>24.1 Full-time employees</b></p> <p>(a) Subject to clause 24.3, the ordinary working hours for full time employees (as defined in clause 12.3) will not exceed 38 hours per week to be worked in periods of not more than 7.6 hours per day, in not more than five days, on any day Monday to Sunday inclusive.</p> <p>(b) However, ordinary hours can average 38 per week to be worked in not more than 152 hours over a four week cycle, on any day Monday to Sunday inclusive.</p> <p>(c) The average of 38 hours per week is to be worked in the following ways:</p> <p>(i) five days of not more than 7.6 hours per day;</p> <p>(ii) a 19 day month of eight hours per day;</p> <p>(iii) 152 hours within a work cycle not exceeding 28 consecutive days in establishments where the method of banking of rostered days off is implemented; or</p> <p>(iv) by mutual agreement between the employer and the majority of employees, employees may be rostered for up to 10 hours per day, thus enabling a week day off to be taken more frequently than would otherwise apply.</p> <p>(d) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee will not be entitled to more than 12 such rostered days off in any 12 month period.</p> <p>(e) 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.</p> <p>(f) Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>13. Ordinary hours of work and rostering</b></p> <p><b>13.1 Ordinary hours and roster cycles—full-time employees</b></p> <p>(a) The employer and a full-time employee must agree on the arrangement for working the average of 38 ordinary hours per week required for full-time employment.</p> <p>(b) Ordinary hours may be worked on any day of the week.</p> <p>(c) The following options are available:</p> <p>(i) working 5 days of 7.6 hours each per week; and</p> <p>(ii) working 152 hours per 4 week cycle in workplaces at which employees work on a rostered day off basis in accordance with clause 13.2; and</p> <p>(iii) working 19 days of 8 hours each per month; and</p> <p>(iv) working up to 10 hours on any day or days by agreement between the employer and the majority of employees concerned (therefore enabling a weekday to be taken off more frequently than would otherwise apply).</p> <p><b>13.2</b> An employee who works on a rostered day off basis over a 4 week cycle is entitled to up to 12 rostered days off over each 12 month period.</p> <p><b>13.3</b> Except in an emergency and subject to clause 30.1 consultation about changes to rosters or hours of work, an arrangement agreed under clause 13.1(a) may only be changed on giving a minimum of one week’s notice.</p> <p><b>13.4</b> An arrangement agreed under clause 13.1(a) and in operation cannot be changed within the course of a cycle.</p>
<p><b>24.2 Part-time and casual employees</b></p> <p>(a) Subject to the clause 24.3, the ordinary hours of work will be worked in periods of not more than 7.6 hours per day, on not more than five days, Monday to Sunday inclusive.</p> <p>(b) The employer will roster part-time and casual employees for the following minimum engagement periods, but in the event that the employer does not require employees to work for the full period of the minimum engagement, the employer must pay employees as if they had worked the minimum period.</p> <p>(c) Where only one employee is engaged at a small stand alone location with a total cleaning area (as defined) of</p>	<p><b>13.5 Ordinary hours and roster cycles—part-time and casual employees</b></p> <p>(a) A part-time or casual employee may work their ordinary hours by working periods of duty of up to 7.6 ordinary hours per day on up to 5 days per week.</p> <p>(b) Ordinary hours may be worked on any day of the week.</p> <p>(c) An employer must roster a part-time or casual employee on any shift:</p> <p>(i) for a minimum of one hour if the employee is engaged at a small stand-alone location with a total</p>

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<p>300 square metres or less, and where it is not practicable for a longer shift to be worked across two or more locations, the minimum engagement will be for one hour.</p> <p>(d) Where employees are engaged at a location with a total cleaning area (as defined) of up to 2000 square metres the minimum engagement will be for two hours.</p> <p>(e) Where employees are engaged at a location with a total cleaning area (as defined) of between 2000 and 5000 square metres the minimum engagement will be for three hours.</p> <p>(f) Where employees are engaged at a location with a total cleaning area (as defined) of more than 5000 square metres the minimum engagement will be for four hours.</p> <p>(g) The minimum engagements of three and four hours provided for in clauses 24.2(e) and (f) will operate from the date when a contract changes at a site or building between 1 January 2010 and 31 December 2014.</p>	<p>cleaning area of not more than 300 square metres and it is not practicable for a longer shift to be worked across 2 or more locations; and</p> <p>(ii) for a minimum of 2 consecutive hours at a location with a total cleaning area of up to 2000 square metres; and</p> <p>(iii) for a minimum of 3 consecutive hours at a location with a total cleaning area of 2000 or more square metres up to 5000 square metres; and</p> <p>(iv) for a minimum of 4 consecutive hours at a location with a total cleaning area of 5000 or more square metres.</p> <p>(d) A part-time or casual employee must be paid for the minimum duration of shift applicable for the size of the cleaning area under paragraph (c) even if the employee works for a shorter time.</p>
<p>(h) <b>Transitional arrangements</b></p> <p>The following will continue to apply to ongoing contracts after 1 January 2010 until there is a change of contract, or until 31 December 2014 whichever is the sooner:</p> <p>(i) For all States and Territories (excluding New South Wales and the ACT) the minimum engagement for part-time and casual employees will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> three hours on a Sunday or Public holiday; and</li> <li><input type="checkbox"/> two hours on a Monday to Saturday.</li> </ul> <p>Provided that where the employee is the sole person employed on the premises, on a Monday to Saturday, the minimum will be one hour.</p> <p>(ii) For New South Wales and the ACT, the minimum engagement for part-time and casual employees will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> three hours at the appropriate hourly rate for each start.</li> </ul> <p>Provided that where one employee is employed at a small location, the employee will work and be paid on a one shift basis of no less than two hours where the total cleaning area (as defined) is 500 square metres or more and no less than one hour when the total cleaning area (as defined) is less than 500 square metres.</p>	<p><i>Note: transitional arrangements have been removed — obsolete</i></p>
<p><b>25. Rostering</b></p> <p><b>25.1</b> A roster for all employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned.</p> <p><b>25.2</b> The roster will be alterable on seven days’ notice, or on lesser notice in the case of emergency or by agreement between the employer and employee. Such agreement will be recorded in the employee’s time and wages records.</p> <p><b>25.3 Part-time employees only</b></p> <p>Subject to clause 12.4(b)(iii), part-time employees are to be rostered in accordance with clauses 25.1 and 25.2 except that ordinary hours will be less than 38 hours per week.</p>	<p><b>13.6 Rostering</b></p> <p>(a) The following rostering provisions apply to full-time and part-time employees.</p> <p>(b) The employer must prepare a roster showing for each employee their name and the times at which they start and finish work.</p> <p>(c) The employer must post the roster in a conspicuous place that is easily accessible by the employees.</p> <p>(d) The roster of an employee may be changed at any time by the employer and employee by mutual agreement or, subject to clause 0—31. Consultation about changes to rosters or hours of work, by the employer giving the employee 7 days’ notice of the change or shorter notice in the case of an emergency</p> <p>(e) A change of roster must be recorded in the employee’s time and wages records.</p>

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<p><i>Clause 24.5 moved from clause 24—Ordinary hours of work to clause 13—Ordinary hours of work and rostering</i></p> <p><b>24.5 Days off per week</b></p> <p>Each employee will be entitled to two consecutive full days off within each seven day cycle.</p>	<p><b>13.7 Days off per week</b></p> <p>Each employee is entitled to 2 consecutive full days off within each 7 day cycle.</p>
<p><b>26. Breaks</b></p> <p><b>26.1 Shift workers</b></p> <p>Shift workers (being employees who work a shift that attracts a shift penalty in clause 27) are entitled to a paid meal break of not less than 20 minutes. This break shall be given and taken not earlier than four hours, nor later than five hours, after the start of the employee’s shift. Full-time shiftworkers working a straight shift are entitled to a further 10 minute paid tea break.</p>	<p><b>14. Breaks</b></p> <p><b>14.1 Persons employed to do shiftwork</b></p> <p>(a) Clause 14.1 applies to employees who are employed to do shiftwork that attracts a shift penalty under clause 24—Penalty rates and gives them an entitlement to paid meal breaks and paid rest breaks.</p> <p>(b) <b>Paid meal breaks</b></p> <p>An employee is entitled to one 20 minute paid meal break per shift which is to be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.</p> <p>(c) <b>Paid rest breaks</b></p> <p>An employee is entitled to one 10 minute paid rest break per shift.</p>
<p><b>26.2 Non-shift workers</b></p> <p>Non-shift workers are entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour. An employee will not be required to work for more than four and one half hours without a meal break, except in cases of emergency, when the time may be extended to five hours. All day workers and broken shift workers are entitled to a 10 minute paid morning tea break and a 10 minute paid afternoon tea break.</p>	<p><b>14.2 Employees other than persons employed to do shiftwork</b></p> <p>(a) Clause 14.2 applies to employees, other than employees mentioned in clause 14.1, and gives them an entitlement to meal breaks and rest breaks.</p> <p>(b) <b>Unpaid meal breaks</b></p> <p>An employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour. An employee cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.</p> <p>(c) <b>Paid rest breaks</b></p> <p>An employee is entitled to two 10 minute paid rest breaks (one to be taken in the first half of the period of duty and one in the second half).</p>
<p><i>Clause 24.3 moved from clause 24—Ordinary hours of work to clause 14—Breaks</i></p> <p><b>24.3 Effect of breaks on ordinary hours of work</b></p> <p>(a) The paid meal break provided for in clause 26.1, is included in the 7.6 hours per day for full-time employees and also counts as time worked for part-time and casual employees.</p> <p>(b) The unpaid meal break provided in clause 26.2, is not included in the 7.6 hours per day for full-time employees and does not count as time worked for part-time and casual employees.</p> <p>(c) The paid tea breaks in clauses 26.1 and 26.2, are included in the 7.6 hours per day for full-time employees, and also count as time worked for part-time and casual employees.</p>	<p><b>14.3 Effect of breaks on ordinary hours of work</b></p> <p>(a) The paid meal break and paid rest break provided for in clause 14.1 counts as time worked for the employee.</p> <p>(b) The unpaid meal break provided in clause 14.2(b) does not count as time worked for the employee.</p> <p>(c) A paid rest break provided for in clause 14.2(c) counts as time worked for the employee.</p>

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<p><b>26.3 All employees</b></p> <p>(a) If an employee is interrupted during their normal meal break and directed to work, the employee will be paid at overtime rates for all work done until such time as the meal break is resumed.</p> <p>(b) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked.</p>	<p><b>14.4 Interruptions and overtime meal breaks—all employees</b></p> <p>(a) If the employer requires an employee to continue or resume work without the employee being allowed to take, or to complete, a rostered meal break, the employer must pay the employee at the overtime rate mentioned in clause 23.2—Overtime rates until the employee is allowed to take or resume the meal break or the shift ends.</p> <p>(b) An employee working overtime is entitled to a paid 20 minute meal break after each 4 hours of overtime worked.</p>																								
<p><i>Clause 24.4 moved from clause 24—Ordinary hours of work to clause 14—Breaks</i></p> <p><b>24.4 Breaks between shifts</b></p> <p>(a) The employer must give an employee a break of at least eight consecutive hours between the completion of their ordinary hours of work on any day and the commencement of ordinary hours of work on the next day.</p> <p>(b) Where an employer requires an employee to continue or resume work without allowing the employee to have eight consecutive hours off duty, the employer must pay the employee at overtime rates until the employee is released from duty for at least eight consecutive hours. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p>	<p><b>14.5 Breaks between shifts</b></p> <p>(a) An employee must have a minimum break of 8 consecutive hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).</p> <p>(b) The employer must pay an employee who is required by the employer to start work without having had at least 8 consecutive hours off duty at the overtime rate mentioned in clause 23.2—Overtime rates until the employee is released from duty for at least 8 consecutive hours.</p> <p>(c) The employee must not suffer any loss of pay for ordinary hours not worked during the period of a release from duty mentioned in paragraph (b).</p>																								
<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>15. Classifications</b></p> <p><b>15.1</b> 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.</p> <p><b>15.2</b> Despite an employee’s classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee’s level of skill, competence and training.</p>	<p><b>Part 4—Wages and Allowances</b></p> <p><b>15. Work organisation</b></p> <p>An employer may require an employee to perform duties across the different classification streams set out in Schedule A—Classification Definitions that they are competent to perform.</p>																								
<p><b>16. Minimum wages</b></p> <p><b>16.1</b> An employer must pay full-time employees minimum weekly wages for ordinary hours (exclusive of penalties and allowances) as follows:</p> <table border="1" data-bbox="178 1501 1424 1848"> <thead> <tr> <th>Classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td><b>Cleaning Service Employee</b></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>742.10</td> <td>19.53</td> </tr> <tr> <td>Level 2</td> <td>767.80</td> <td>20.21</td> </tr> <tr> <td>Level 3</td> <td>809.10</td> <td>21.29</td> </tr> </tbody> </table>	Classification	Minimum weekly rate	Minimum hourly rate		\$	\$	<b>Cleaning Service Employee</b>			Level 1	742.10	19.53	Level 2	767.80	20.21	Level 3	809.10	21.29	<p><b>16. Minimum rates</b></p> <p><b>16.1</b> An employer must pay a full-time adult employee the minimum weekly rate specified in column 2 in accordance with the employee classification specified in column 1 of <b>Table 2—Minimum rates for full-time employees</b>.</p> <p>NOTE 1: Adult employee is defined in clause 2—Definitions.</p> <p>NOTE 2: Provisions for calculating rates for a junior employee of a shopping trolley collection contractor are at clause 16.2—Junior rates (employees of shopping trolley collection contractors).</p> <p><b>Table 2—Minimum rates for full-time employees</b></p> <table border="1" data-bbox="1587 1690 2522 1848"> <thead> <tr> <th>Column 1</th> <th>Column 2</th> <th>Column 3</th> </tr> </thead> <tbody> <tr> <td>Cleaning Services Employee classification</td> <td>Minimum weekly rate</td> <td>Minimum hourly rate</td> </tr> </tbody> </table>	Column 1	Column 2	Column 3	Cleaning Services Employee classification	Minimum weekly rate	Minimum hourly rate
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Cleaning Services Employee classification	Minimum weekly rate	Minimum hourly rate																							

Level 1	\$742.10	\$19.53
Level 2	\$767.80	\$20.21
Level 3	\$809.10	\$21.29

NOTE 3: Provisions for calculating rates for part-time employees are at clause 10.2 (Part-time employment) and are based on the minimum hourly rate specified in column 3.

NOTE 4: Provisions for calculating rates for casual employees are at clause 11.3 (Casual employment) and are based on the minimum hourly rate specified in column 3.

NOTE 5: Schedule B—Summary of Hourly Rates of Pay sets out the hourly rates of pay including overtime rates and penalty rates.

**16.2 Junior rates for employees of shopping trolley collection contractors only**

Junior employees of shopping trolley collection contractors will be paid the following percentage of the appropriate wage rate in clause 16.1:

Age	% of weekly rate of pay
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

**16.2 Junior rates (employees of shopping trolley collection contractors)**

NOTE: Junior employee is defined in clause 2—Definitions.

An employer who is a shopping trolley collection contractor must pay a junior employee aged as specified in column 1 of **Table 3—Junior rates (employees of shopping trolley collection contractors)** the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 2—Minimum rates for full-time employees**:

**Table 3—Junior rates (employees of shopping trolley collection contractors)**

Column 1 Age	Column 2 Minimum % of minimum adult rate
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

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<p><b>19. Higher duties</b></p> <p><b>19.1</b> An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties will, if such work exceeds a total of four hours on any day, be paid for all work done on such day at the higher rate.</p> <p><b>19.2</b> If such work does not exceed four hours on any day the employee will be paid the higher rate for the actual time worked.</p>	<p><b>17. Higher duties</b></p> <p><b>17.1</b> An employer must pay an employee who performs for 4 or more hours on any particular day duties of a classification higher than the employee’s ordinary classification the minimum hourly rate specified in column 3 of <b>Table 2—Minimum rates for full-time employees</b> for that higher classification for the whole of that day.</p> <p><b>17.2</b> An employer must pay an employee who performs for less than 4 hours on any particular day duties of a classification higher than the employee’s ordinary classification the minimum hourly rate specified in column 3 of <b>Table 2—Minimum rates for full-time employees</b> for that higher classification for the time during which those duties were performed.</p>
<p><b>20. Payment of wages</b></p> <p><b>20.1</b> Wages will be paid either weekly or fortnightly. Payment will be made to the employee no later than Thursday in each pay week.</p> <p><b>20.2</b> The employer may elect to pay wages either in cash or by electronic funds transfer (EFT) into an account nominated by the employee with a bank or other financial institution. Provided that the employer and an employee may agree that wages be paid in cash.</p> <p><b>20.3</b> Where an employee is paid by cash or cheque and the employee is left waiting at the workplace to be paid, the employee will be paid at ordinary rates for the duration spent waiting at the workplace for payment.</p> <p><b>20.4</b> Where a public holiday falls on the normal pay day or the day following the normal pay day, the wages will be paid on the ordinary working day preceding the normal pay day, or on another day if agreed between the employer and an employee.</p>	<p><b>18. Payment of wages</b></p> <p><b>18.1</b> The employer may determine the pay period of an employee as being either weekly or fortnightly.</p> <p><b>18.2</b> Wages must be paid no later than the Thursday of a pay week.</p> <p><b>18.3</b> Wages may be paid, without cost to the employee, by cash or electronic funds transfer into a bank account nominated by the employee. However, the employer and an employee may agree that wages must be paid by cash.</p> <p><b>18.4</b> An employee paid by cash who has to wait at the workplace to be paid is entitled to be paid at the employee’s minimum hourly rate for any time spent so waiting.</p> <p><b>18.5</b> If the normal pay day or the day following the normal pay is a public holiday, the employee is entitled to be paid on the last ordinary working day immediately before the normal pay day, or on another day that is agreed between the employer and the employee.</p>
<p><b>22. Supported wage system</b></p> <p>See Schedule F</p>	<p><b>19. Supported wage system</b></p> <p>For employees eligible for a supported wage, see Schedule D—Supported Wage System.</p>
<p><b>21. National training wage</b></p> <p>See Schedule E</p>	<p><b>20. National training wage</b></p> <p><b>20.1</b> Schedule E to the <i>Miscellaneous Award 2010</i> sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p><b>20.2</b> This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2010</i> as at 1 July 2017. For that purpose, any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2010</i> is to be read as referring to the <i>Cleaning Services Award 2010</i> and not the <i>Miscellaneous Award 2010</i>.</p>
<p><b>17. Allowances</b></p> <p>To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.</p> <p>An employer must pay to an employee such allowances as the employee is entitled to under this clause at the following rates. (With the exception of expense related allowances, which are expressed as a monetary amount, allowances are expressed as a percentage of the standard rate being the minimum weekly wage for the Cleaning Services Employee (CSE) Level 1 classification set out in clause 16—Minimum wages):</p>	<p><b>21. Allowances</b></p> <p><b>21.1</b> Clause 21 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.</p> <p>NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.</p>

Cleaning Services Award 2010	Plain language exposure draft – Cleaning Services Award 2017
<p><b>17.1 Broken shift allowance</b></p> <p>An employee who works a broken shift will be paid an allowance of 0.458% of the standard rate per day up to a maximum of 2.29% of the standard rate per week. For the purposes of this award a broken shift is a shift where an employee works in two separate periods of duty on any day within a maximum spread of thirteen 13 hours and where the break between periods exceeds one hour.</p>	<p><b>21.2 Broken shift allowance</b></p> <p>(a) For the purposes of this award an employee works a <b>broken shift</b> if the employee is required to work a rostered shift on any day in two periods of duty (excluding meal breaks and rest breaks) within a maximum spread of 13 hours and with a break between them of longer than one hour.</p> <p>(b) The employer of an employee who works a broken shift must pay the employee a broken shift allowance of <b>\$3.40</b> for the day.</p> <p>(c) The maximum allowance payable under this clause is <b>\$16.99</b> per week.</p>
<p><b>17.2 Disability allowances</b></p> <p>(a) <b>Cold places</b></p> <p>An employee working for more than one hour in a place or places where the temperature is reduced by artificial means below zero degrees Celsius will be paid an additional 0.067% of the standard rate per hour.</p> <p>Where the work continues for more than two hours, employees will be entitled to a rest period of 20 minutes every two hours without loss of pay.</p>	<p><b>21.3 Cold work allowance</b></p> <p>(a) The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is reduced by artificial means to below 0°C an allowance of <b>\$0.50</b> per hour while so working.</p> <p>(b) An employee who works for more than 2 hours in a place or places mentioned in paragraph (a) is entitled to a 20 minute rest period every 2 hours without loss of pay.</p>
<p>(b) <b>Hot places</b></p> <p>An employee working for more than one hour:</p> <p>(i) in a place or places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an additional 0.067% of the standard rate per hour; and/or</p> <p>(ii) in a place or places where the temperature exceeds 54 degrees Celsius will be paid an additional 0.081% of the standard rate per hour.</p> <p>Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will be entitled to 20 minutes rest every two hours without loss of pay.</p>	<p><b>21.4 Hot work allowance</b></p> <p>(a) The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is raised by artificial means to between 46°C and 54°C an allowance of <b>\$0.50</b> per hour while so working.</p> <p>(b) The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is raised by artificial means to in excess of 54°C an allowance of <b>\$0.60</b> per hour while so working.</p> <p>(c) An employee who works for more than 2 hours in a place or places mentioned in paragraph (b) is entitled to a 20 minute rest period every 2 hours without loss of pay.</p>
<p>(c) <b>Height</b></p> <p>An employee engaged in cleaning from a swing scaffold, boatswain’s chair or other similar device on the outside of multi-storied buildings:</p> <p>(i) up to and including the 22nd floor above ground level will be paid an additional allowance of 0.108% of the standard rate per hour or part of an hour; and/or</p> <p>(ii) when working above the 22nd floor above ground floor level will be paid an additional allowance of 0.221% of the standard rate per hour or part of an hour.</p>	<p><b>21.5 Height allowance</b></p> <p>(a) Clause 21.5 applies to an employee who is engaged in cleaning from a swing scaffold, boatswain’s chair or other similar device on the outside of multi-storied buildings.</p> <p>(b) The employer must pay the employee an allowance per hour or part of an hour of:</p> <p>(i) <b>\$0.80</b> while working up to and including the 22nd floor above ground level; and</p> <p>(ii) <b>\$1.64</b> while working above the 22nd floor above ground level.</p>
<p><b>17.4 First aid allowance</b></p> <p>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 Ambulance or a similar body) will be paid an amount of 1.64% of the standard rate per week if they are appointed in writing by their employer to perform first aid duty.</p>	<p><b>21.6 First aid allowance</b></p> <p>(a) Clause 21.6 applies to an employee who:</p> <p>(i) has current first aid qualifications and training such as a certificate from St John Ambulance Australia</p>



Cleaning Services Award 2010	Plain language exposure draft – Cleaning Services Award 2017																
	<p>or a similar body; and</p> <p>(ii) is appointed in writing by the employer to perform first aid duty.</p> <p>(b) The employer must pay the employee an allowance of <b>\$12.17</b> per week.</p>																
<p><b>17.5 Leading hand allowance</b></p> <p>An employee placed in charge of other employees will be paid the following amounts in addition to their classification rate of pay:</p> <table border="1" data-bbox="178 567 845 840"> <thead> <tr> <th>Number of employees</th> <th>% of the standard rate per week</th> </tr> </thead> <tbody> <tr> <td>1 to 10 employees</td> <td>6.00</td> </tr> <tr> <td>11 to 20 employees</td> <td>7.72</td> </tr> <tr> <td>Over 20 employees</td> <td>9.44</td> </tr> </tbody> </table>	Number of employees	% of the standard rate per week	1 to 10 employees	6.00	11 to 20 employees	7.72	Over 20 employees	9.44	<p><b>21.7 Leading hand allowance</b></p> <p>(a) Clause 21.7 applies to an employee who is placed in charge of other employees.</p> <p>(b) The employer must pay the employee an allowance per week of the amount specified in column 2 of <b>Table 4—Leading hand allowance</b> depending on the number of other employees of which the employee is in charge as specified in column 1 of that table.</p> <p><b>Table 4—Leading hand allowance</b></p> <table border="1" data-bbox="1676 682 2300 1060"> <thead> <tr> <th>Column 1 Number of employees in charge of</th> <th>Column 2 Allowance per week</th> </tr> </thead> <tbody> <tr> <td>Up to 10</td> <td>\$44.53</td> </tr> <tr> <td>11–20</td> <td>\$57.29</td> </tr> <tr> <td>More than 20</td> <td>\$70.05</td> </tr> </tbody> </table>	Column 1 Number of employees in charge of	Column 2 Allowance per week	Up to 10	\$44.53	11–20	\$57.29	More than 20	\$70.05
Number of employees	% of the standard rate per week																
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Column 1 Number of employees in charge of	Column 2 Allowance per week																
Up to 10	\$44.53																
11–20	\$57.29																
More than 20	\$70.05																
<p><b>17.7 Refuse collection</b></p> <p>An employee engaged for the major portion of their time on refuse collection and/or disposal and/or sorting or feeding incinerators, furnaces or compactors, will be paid an allowance of 0.456% of the standard rate for each shift worked.</p>	<p><b>21.8 Refuse collection allowance</b></p> <p>(a) Clause 21.8 applies to an employee who is principally employed on any shift to:</p> <p>(i) collect, dispose of or sort refuse; or</p> <p>(ii) feed an incinerator, furnace or compactor.</p> <p>(b) The employer must pay the employee a refuse collection allowance of <b>\$3.38</b> per shift.</p>																
<p><b>17.8 Toilet cleaning allowance</b></p> <p>An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance of 1.766% of the standard rate per week or 0.359% of the standard rate per shift.</p>	<p><b>21.9 Toilet cleaning allowance</b></p> <p>The employer of an employee who is principally employed on any day or shift to clean toilets must pay the employee a toilet cleaning allowance of <b>\$2.66</b> per shift or <b>\$13.11</b> per week.</p>																
<p><b>17.6 Meal allowance</b></p> <p>An employee required to work an additional two hours without being notified on the previous day or earlier that they will be so required to work will be paid a meal allowance of \$12.79 or supplied with a meal instead.</p>	<p><b>21.10 Meal allowance</b></p> <p>(a) Clause 21.10 applies to any employee who:</p> <p>(i) is required to work overtime of more than 2 hours; and</p> <p>(ii) was not advised of that requirement on or before the previous day.</p>																

Cleaning Services Award 2010	Plain language exposure draft – Cleaning Services Award 2017						
	<p>(b) The employer must:</p> <p>(i) pay the employee a meal allowance of <b>\$12.79</b>; or</p> <p>(ii) supply the employee with a meal.</p>						
<p><b>17.3 Employee using own transport</b></p> <p>An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid an allowance of \$0.78 per kilometre travelled. Where a motor cycle is used the allowance will be \$0.26 per kilometre travelled.</p>	<p><b>21.11 Vehicle allowance</b></p> <p>An employer must pay an employee who, by agreement, uses their own motor vehicle in performing their duties an allowance of:</p> <p>(a) for a motor car, <b>\$0.78</b> cents per kilometre; and</p> <p>(b) for a motor cycle, <b>\$0.26</b> cents per kilometre.</p>						
<p><b>17.9 Travel time and fares</b></p> <p>If an employee is required by the employer to travel from one place of work to another, all time so occupied by the employee will be deemed to be working time and will be paid for at the appropriate rate. All fares associated with such travel will be paid for by the employer.</p>	<p><b>21.12 Travel time and travel allowance</b></p> <p>(a) Clause 21.12 applies to an employee who is required by the employer to travel from one workplace to another.</p> <p>(b) The employer must pay the employee, for the time spent travelling between workplaces, at the rate applicable at the time as if they were working.</p> <p>(c) The employer is responsible for, and must pay, all fares associated with travelling between workplaces.</p>						
<p><b>17.10 Uniform allowance</b></p> <p>All employees will be provided with sufficient uniforms by the employer or otherwise reimbursed for the expense of providing their own uniforms. The employer will provide additional uniforms upon reasonable request by an employee.</p>	<p><b>21.13 Uniform allowance</b></p> <p>The employer must reimburse an employee who is required to wear a uniform for the cost of purchasing any such uniform (including purchasing a replacement uniform reasonably required by the employee) that is not supplied or paid for by the employer.</p>						
<p><b>17.11 Adjustment of expense-related allowances</b></p> <p>At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="0" data-bbox="192 1627 1053 1795"> <thead> <tr> <th data-bbox="192 1627 534 1659">Allowance</th> <th data-bbox="578 1627 1053 1659">Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td data-bbox="192 1690 534 1722">Meal allowance</td> <td data-bbox="578 1690 1053 1722">Take away and fast foods sub-group</td> </tr> <tr> <td data-bbox="192 1753 534 1785">Vehicle allowance</td> <td data-bbox="578 1753 1053 1785">Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Vehicle allowance	Private motoring sub-group	
Allowance	Applicable Consumer Price Index figure						
Meal allowance	Take away and fast foods sub-group						
Vehicle allowance	Private motoring sub-group						

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<p><b>23. Superannuation</b></p> <p><b>23.1 Superannuation legislation</b></p> <p>(a) Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.</p> <p>(b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p><b>23.2 Employer contributions</b></p> <p>An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p><b>23.3 Voluntary employee contributions</b></p> <p>(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.</p> <p>(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.</p> <p>(c) The employer must pay the amount authorised under clause 23.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clause 23.3(a) or (b) was made.</p> <p><b>23.4 Absence from work</b></p> <p>Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) and (b) while the employee is:</p> <p>(a) on any paid leave;</p> <p>(b) absent from work (subject to a maximum of 52 weeks in total) due to a work related injury or illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p> <p><b>23.5 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clause 23.3(a) and (b) to one of the following superannuation funds or its successor:</p> <p>(a) AustralianSuper;</p>	<p><b>22. Superannuation</b></p> <div data-bbox="1498 247 2647 310" style="border: 1px solid black; background-color: #e0f0e0; padding: 2px;"> <p>This clause has not been drafted in plain language in accordance with section 156(2)(c) of the Act</p> </div> <p><b>22.1 Superannuation legislation</b></p> <p>(a) Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.</p> <p>(b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p><b>22.2 Employer contributions</b></p> <p>An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p><b>22.3 Voluntary employee contributions</b></p> <p>(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.</p> <p>(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.</p> <p>(c) The employer must pay the amount authorised under clauses 22.3(a) or 22.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or 22.3(b) was made.</p> <p><b>22.4 Absence from work</b></p> <p>Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) and 22.3(b) while the employee is:</p> <p>(a) on any paid leave;</p> <p>(b) absent from work (subject to a maximum of 52 weeks in total) due to a work related injury or illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p> <p><b>22.5 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2, and pay the amount authorised under clauses 22.3(a) or 22.3(b), to one of the following superannuation funds or its successor:</p>

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<p>(b) SunSuper;</p> <p>(c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or</p> <p>(d) a superannuation fund or scheme which the employee is a defined benefit member of.</p>	<p>(a) AustralianSuper;</p> <p>(b) SunSuper;</p> <p>(c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or</p> <p>(d) a superannuation fund or scheme which the employee is a defined benefit member of.</p>									
<p><b>28. Overtime</b></p> <p><b>28.1</b> An employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(a) any risk to employee health and safety;</p> <p>(b) the employee’s personal circumstances including any family responsibilities;</p> <p>(c) the needs of the workplace or enterprise;</p> <p>(d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(e) any other relevant matter.</p> <p><b>28.2</b> Overtime, worked from midnight Sunday to midnight Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.</p> <p><b>28.3</b> Overtime worked on Sundays will be paid at the rate of double time.</p> <p><b>28.4</b> Overtime worked on Public holidays will be paid at the rate of double time and one half.</p> <p><b>28.5</b> All time worked by full-time employees outside the rostered hours as agreed pursuant to clause 25.1 is overtime.</p> <p><b>28.6</b> All time worked in excess of 7.6 hours per day, five days per week or 38 hours in any week by a part-time employee is overtime.</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>23. Overtime</b></p> <p>NOTE: Under the NES (see section 62 of the Act) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.</p> <p><b>23.1 Payment of overtime</b></p> <p>(a) An employer must pay a full-time employee at the overtime rate for any time worked in excess of their ordinary hours.</p> <p>(b) An employer must pay a part-time employee for any time worked in excess of 7.6 hours per day or 5 days per week or 38 hours per week.</p> <p>(c) An employer must pay a casual employee at the overtime rate for any time worked in excess of 38 ordinary hours in a week.</p> <p><b>23.2 Overtime rates</b></p> <p>The overtime rate mentioned in clauses 14.4—Interruptions and overtime meal breaks—all employees, 14.5—Breaks between shifts or 23.1 is:</p> <p>(a) for a full-time or part-time employee, the relevant percentage specified in column 2 of <b>Table 5—Overtime rates</b> (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee under <b>Table 2—Minimum rates for full-time employees</b>; or</p> <p>(b) for a casual employee, the relevant percentage specified in column 3 of <b>Table 6—Penalty rates</b> (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee under <b>Table 2—Minimum rates for full-time employees</b>.</p> <p><b>Table 5—Overtime rates</b></p> <table border="1" data-bbox="1596 1528 2605 1900"> <thead> <tr> <th>Column 1</th> <th>Column 2 Overtime rate % of minimum hourly rate</th> <th>Column 3 Overtime rate % of minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td>Overtime worked on</td> <td>Full-time and part-time employees</td> <td>Casual employees (includes casual loading)</td> </tr> <tr> <td>Monday to Saturday—</td> <td>150%</td> <td>175%</td> </tr> </tbody> </table>	Column 1	Column 2 Overtime rate % of minimum hourly rate	Column 3 Overtime rate % of minimum hourly rate	Overtime worked on	Full-time and part-time employees	Casual employees (includes casual loading)	Monday to Saturday—	150%	175%
Column 1	Column 2 Overtime rate % of minimum hourly rate	Column 3 Overtime rate % of minimum hourly rate								
Overtime worked on	Full-time and part-time employees	Casual employees (includes casual loading)								
Monday to Saturday—	150%	175%								

first 2 hours		
Monday to Saturday— after 2 hours	200%	225%
Sunday all day	200%	225%
Public holiday all day	250%	275%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly rates of pay including overtime rates.

28.7 In computing overtime payments each day’s work will stand alone.

23.3 In computing overtime payments, overtime worked on any day stands alone from overtime worked on any other day.

**Example 1—Overtime Monday to Friday (casual employee)**

Michael is a casual Level 1 employee. He works a 10.6 hour shift on a Friday.

The maximum ordinary hours that can be worked by a casual employee per day is 7.6 (see clause 13.11—Ordinary hours and roster cycles—part-time and casual employees).

The minimum hourly rate for a Level 1 employee is \$19.53. Michael will:

- work 7.6 ordinary hours at the minimum hourly rate
- take two x 30 minute unpaid meal breaks (see clause 14.2(b)—Unpaid meal breaks)
- work 3 overtime hours at the relevant overtime rate

**Step 1: Calculating ordinary hours pay**

(a) Add the minimum hourly rate and the casual loading, to establish the casual rate for ordinary hours.

- Minimum hourly rate (\$19.53) + casual loading (25%) = (\$24.41)

(b) Multiply the casual pay rate by the number of ordinary hours worked on the shift, to establish the total amount to be paid for ordinary hours worked.

- \$24.41 x 7.6 hours = \$185.52

**Step 2: Calculating overtime pay**

(a) Multiply the minimum hourly rate by the overtime rate for casuals in column 3 of **Table 5—Overtime rates**, to establish the relevant hourly overtime rate.

- Minimum hourly rate (\$19.53) x % overtime rate—first 2 hours (175%) = \$34.18
- Minimum hourly rate (\$19.53) x % overtime rate—after 2 hours (225%) = \$43.94

(b) Multiply the relevant hourly overtime rate by the number of hours worked in column 1 of **Table 5—Overtime rates**, to establish the relevant amounts for the overtime hours.

- Hourly overtime rate—first 2 hours (\$34.18) x 2 hours = \$68.36

- Hourly overtime rate—after 2 hours (\$43.94) x 1 hour = \$43.94

(c) Add the amounts calculated in step 2(b) to establish the total amount to be paid for overtime worked on the shift.

- \$68.36 + \$43.94 = \$112.30

**Step 3: Calculating total pay**

Add the total number amount for ordinary hours worked in Step 1(b) and the total amount for overtime worked in Step 2(c) to establish the total pay for the shift.

\$185.52 + \$112.30 = \$297.50

Michael is paid a total of **\$297.50** for working a 10.6 hour shift on a Friday.

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

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 28.9.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 28.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.  
  
EXAMPLE: By making an agreement under clause 28.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and

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

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.4.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 23.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.  
  
EXAMPLE: By making an agreement under clause 23.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and

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<p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.9 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(h) The employer must keep a copy of any agreement under clause 28.9 as an employee record.</p> <p>(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.9 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.</p> <p>Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 28.9 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.9.</p>	<p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(h) The employer must keep a copy of any agreement under clause 23.4 as an employee record.</p> <p>(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.</p> <p>NOTE: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 23.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.4.</p>
<p><b>28.8</b> Where an employee, following the completion of their ordinary hours leaves the workplace and is recalled to duty at any workplace of the employer, overtime payments will apply for a minimum of two hours. However the interval between the completion of ordinary hours and the commencement of overtime will not be regarded as time worked.</p>	<p><b>23.5 Call back</b></p> <p>(a) Clause 23.5 applies to an employee who is recalled to work overtime at any workplace of the employer after leaving the employer’s premises.</p> <p>(b) The employer must pay the employee for a minimum of 2 hours at the overtime rate even if the employee works for a shorter time.</p> <p>(c) The interval between completing ordinary hours and beginning overtime does not count as time worked.</p>
<p><i>Clause 24.6 has been moved from clause 24—Ordinary hours of work to clause 23—Overtime</i></p> <p><b>24.6 Call back for non-cleaning purposes</b></p> <p>(a) Despite anything else to the contrary elsewhere in this award, an employee directed by the employer to attend the employer’s premises and/or the premises of a client of the employer to perform administrative duties or for disciplinary or counselling interviews, after leaving the place of employment (whether notified before or after leaving the place of employment), must be paid as specified below:</p> <p>(i) where such attendance is required on a Monday to Friday, the employee must be paid a minimum payment of two hours at the appropriate ordinary time rate plus any applicable shift penalty for each such attendance;</p>	<p><b>23.6 Call back for non-cleaning purposes</b></p> <p>(a) Clause 23.6 applies to an employee who is required by the employer to return to work after completing their ordinary hours to perform administrative duties or for the purposes of a disciplinary or counselling interview.</p> <p>(b) Clause 23.6 applies:</p> <p>(i) whether the employee is required to attend at the employer’s premises or at the premises of a client of the employer; and</p> <p>(ii) irrespective of whether the employee is notified of the requirement before or after leaving the workplace.</p> <p>(c) The employer must pay the employee at the rate of pay otherwise applicable (including overtime and penalty</p>

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<p>(ii) where such attendance is required on a Saturday, the employee must be paid a minimum payment of three hours at the appropriate Saturday rate for each such attendance;</p> <p>(iii) where such attendance is required on a Sunday the employee must be paid a minimum payment of four hours at the appropriate Sunday rate for each such attendance.</p> <p>(b) This clause will only apply where the employee is specifically directed by the employer to attend the employer’s premises and/or the premises of a client of the employer to perform duties contemplated by clause 24.6(a). It will not apply where a period of attendance is continuous with the completion or commencement of ordinary working time or overtime in clause 28.</p> <p>(c) This clause does not apply where an employee is required to attend an employer’s premises, or any other premises, for the purposes of completing any form of paid training.</p>	<p>rates) for the minimum number of hours specified in paragraph 23.6(d).</p> <p>(d) The minimum number of hours is:</p> <p>(i) 2 if attendance is required on a Monday to Friday; and</p> <p>(ii) 3 if attendance is required on a Saturday; and</p> <p>(iii) 4 if attendance is required on a Sunday.</p> <p>(e) Clause 23.6 does not apply if:</p> <p>(i) a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time or overtime; or</p> <p>(ii) the attendance is for the purposes of completing any form of paid training.</p>												
<p><b>27. Penalty rates</b></p> <p><b>27.1 Shiftwork</b></p> <p>(a) <b>Early morning, afternoon and non-permanent night shift</b></p> <p>All early morning, afternoon and non-permanent night shiftworkers will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shiftwork. For the purposes of this clause shiftwork will mean any shift Monday to Friday starting before 6.00 am or any shift finishing after 6.00 pm. Employees will receive the shiftwork hourly rates of pay for the entire shift (other than overtime).</p> <p>(b) <b>Permanent night shift</b></p> <p>If a night shift, being a period of duty finishing after midnight and at or before 8.00 am, does not rotate or alternate with another shift or day work, then a permanent night shift loading of 30% of the ordinary hourly rate for the appropriate classification will be paid for all hours worked. Provided that where a part-time employee is in receipt of this loading they will not also be entitled to be paid the 15% allowance provided for in clause 12.4(b)(iii).</p> <p><b>27.2 Weekend penalties</b></p> <p>(a) <b>Saturday work</b></p> <p>For all hours worked between midnight Friday and midnight Saturday an employee will be paid time and one half of the ordinary hourly rate for their classification.</p> <p>(b) <b>Sunday work</b></p> <p>For all hours worked between midnight Saturday and midnight Sunday, an employee will be paid double the ordinary hourly rate for their classification.</p> <p><b>27.3 Public holiday work</b></p> <p>For all hours worked on public holidays an employee will be paid double time and one half of the ordinary hourly rate for their classification.</p>	<p><b>24. Penalty rates</b></p> <p><b>24.1</b> Clause 24 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 23.2—Overtime rates.</p> <p><b>24.2</b> An employer must pay an employee as follows for hours worked by the employee during a period, or on a day, specified in column 1 of <b>Table 6—Penalty rates</b>:</p> <p>(a) for a full-time employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the employee; or</p> <p>(b) for a part-time employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee; or</p> <p>(c) for a casual employee, at the percentage specified in column 4 of that Table of the minimum hourly rate of the employee.</p> <p><b>Table 6—Penalty rates</b></p> <table border="1" data-bbox="1596 1266 2650 1879"> <thead> <tr> <th data-bbox="1596 1266 1973 1606">Column 1 Period or day</th> <th data-bbox="1973 1266 2199 1606">Column 2 Full-time employees % of minimum hourly rate</th> <th data-bbox="2199 1266 2424 1606">Column 3 Part-time employees % of minimum hourly rate (inclusive of part-time loading)</th> <th data-bbox="2424 1266 2650 1606">Column 4 Casual employees % of minimum hourly rate (inclusive of casual loading)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1596 1606 1973 1766">Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday</td> <td data-bbox="1973 1606 2199 1766">115% for entire shift (other than overtime)</td> <td data-bbox="2199 1606 2424 1766">130% for entire shift (other than overtime)</td> <td data-bbox="2424 1606 2650 1766">140% for entire shift (other than overtime)</td> </tr> <tr> <td data-bbox="1596 1766 1973 1879">Any shift that finishes after midnight but no later than 8.00 am and does not rotate or</td> <td data-bbox="1973 1766 2199 1879">130% for all hours worked</td> <td data-bbox="2199 1766 2424 1879">130% for all hours worked</td> <td data-bbox="2424 1766 2650 1879">155% for all hours worked</td> </tr> </tbody> </table>	Column 1 Period or day	Column 2 Full-time employees % of minimum hourly rate	Column 3 Part-time employees % of minimum hourly rate (inclusive of part-time loading)	Column 4 Casual employees % of minimum hourly rate (inclusive of casual loading)	Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime)	Any shift that finishes after midnight but no later than 8.00 am and does not rotate or	130% for all hours worked	130% for all hours worked	155% for all hours worked
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alternate with another shift or day work excluding hours on a day that is a public holiday			
All hours from midnight Friday to midnight Saturday	150%	165%	175%
All hours from midnight Saturday to midnight Sunday	200%	215%	225%
All hours on a public holiday	250%	265%	275%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out hourly rates of pay including penalties.

**Example 2—Shiftwork and weekend work (part-time employee)**

Margaret is a part-time Level 1 employee. She works a non-permanent 5 hour shift on Friday, Saturday and Sunday. Each shift starts at 6.00 pm and finishes at 11.00 pm.

The minimum hourly rate for a Level 1 employee is \$19.53. Margaret will:

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

**Step 1: Calculating ordinary time pay on night shift (Friday)**

(a) Multiply the minimum hourly rate by the penalty rate for part-time employees working a Monday to Friday shift that finishes after 6.00pm in column 3 of **Table 6—Penalty rates**, to establish the relevant night shift rate.

- Minimum hourly rate (\$19.53) x % Monday to Friday shift finishing after 6.00pm—part-time employees (130%) = \$25.38

(b) Multiply the relevant night shift rate by the number of ordinary hours worked to establish the total amount to be paid for working on night shift.

- \$25.38 x 5 = \$126.90

**Step 2: Calculating ordinary time pay on Saturday**

(a) Multiply the minimum hourly rate by the penalty rate for part-time employees working on a Saturday in column 3 of **Table 6—Penalty rates** to establish the relevant Saturday rate.

- Minimum hourly rate (\$19.53) x % Saturday part-time penalty (165%) = \$32.22

(b) Multiply the Saturday rate by the number of ordinary hours worked on Saturday to establish the total amount to be paid working on Saturday.

- \$32.22 x 5 = \$161.10

**Step 3: Calculating ordinary time pay on Sunday**

(a) Multiply the minimum hourly rate by the penalty rate for part-time employees working

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	<div style="border: 1px solid black; padding: 10px;"> <p>on a Sunday in column 3 of <b>Table 6—Penalty rates</b> to establish the relevant Sunday rate.</p> <ul style="list-style-type: none"> <li>• Minimum hourly rate (\$19.53) x % Sunday part-time penalty (215%) = \$41.99</li> </ul> <p>(b) Multiply the Sunday rate by the number of ordinary hours worked on Sunday to establish the total amount to be paid for working on Sunday.</p> <ul style="list-style-type: none"> <li>• \$41.99 x 5 = \$209.95</li> </ul> <p><b>Step 4: Calculating total pay</b></p> <p>Add the total amount for night shift in Step 1(b) and the total amount for Saturday work in Step 2(b) and the total amount for Sunday work in Step 3(b) to establish the total pay for 3 shifts.</p> <ul style="list-style-type: none"> <li>• \$126.90 + \$161.10 + \$209.94 = \$497.95</li> </ul> <p>Margaret is paid a total of <b>\$497.95</b> for working 3 shifts.</p> </div>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>29. Annual leave</b></p> <p><b>29.1</b> Annual leave is provided for in the NES. Annual leave does not apply to casual employees. This clause supplements or deals with matters incidental to the NES provisions.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>25. Annual leave</b></p> <p>NOTE: Where an employee is receiving overaward payments resulting in the employee’s base rate of pay being higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the Act).</p> <p><b>25.1</b> Annual leave is provided for in the NES. It does not apply to casual employees.</p>
<p><b>29.2 Definition of shiftworker</b></p> <p>(a) For the purposes of the NES, a shiftworker is an employee:</p> <ul style="list-style-type: none"> <li>(i) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and</li> <li>(ii) who is regularly rostered to work on Sundays and public holidays.</li> </ul> <p>(b) Where an employee with 12 months’ continuous service is engaged for any part of the 12 month period as a shiftworker, that employee must have their annual leave increased by one half day for each month the employee is continuously engaged as a seven day shiftworker, provided that a limit of 10 months in any year will be counted towards the additional leave accrual.</p>	<p><b>25.2 Additional paid annual leave for certain shiftworkers</b></p> <ul style="list-style-type: none"> <li>(a) Clause 25.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.</li> <li>(b) The employee is a shiftworker for the purposes of the NES (<u>entitlement to an additional week of paid annual leave</u>).</li> </ul>

**29.3 Definition of ordinary pay**

For the purposes of payment of annual leave, an employee’s ordinary pay means remuneration for the employee’s normal weekly number of hours of work calculated at the ordinary time rate of pay and in addition will include:

- (a) leading hand allowance;
- (b) first aid allowance;
- (c) penalty rates paid for shiftwork or rostered ordinary hours of work on Saturday and/or Sunday; and
- (d) part-time allowance for part-time employees working shiftwork (Monday to Friday) or rostered ordinary hours on a Saturday and/or a Sunday.

**29.4 Payment of annual leave**

- (a) The terms of the NES prescribe the basis for payment for annual leave, including payment for untaken leave upon the termination of employment. In addition to the terms of the NES, an employer is required to pay an additional leave loading of 17.5% calculated on an employee’s ordinary time rate of pay.
- (b) Provided that where the employee would have received a saved or transitional rate of pay, or shift, weekend (Saturday or Sunday), or public holiday penalty payments according to the roster or projected roster, had the employee not been on leave during the relevant period, and such saved, transitional or penalty payments would have entitled to employee to a greater amount than the loading of 17.5% on the rates set out in clause 16—Minimum wages of this award, then such rates will be paid instead of the 17.5% loading.

**29.7 Payment of accrued annual leave on termination**

Where an employee is entitled to payment of untaken annual leave on termination of employment under the terms of the NES, the employer must also pay the employee a loading of 17.5% calculated on an employee’s ordinary time rate of pay.

**29.6 Annual close-down**

Where the client of an employer in the contract cleaning industry intends temporarily to close or reduce to a nucleus the establishment or a section thereof for the purposes of allowing annual leave to that client employer’s employees the following provisions may apply:

- (a) The employer may give in writing to such employees one month’s notice (or in the case of an employee engaged after the giving of such notice, on engagement) of their intention to apply the provisions of this clause.
- (b) Where an employee has been given notice pursuant to clause 29.6(a) and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Where practicable an employee with insufficient or no accrued annual leave will be employed at another of the employer’s sites for the period that would otherwise be a period of leave without pay.
- (d) The close-down period will be limited to four weeks, plus any public holidays that fall during the period of the close down.

**25.3 Payment for annual leave**

- (a) For the purpose of calculating the amount that the employer is required by section 90 of the Act to pay an employee for a period of paid annual leave, the employee’s base rate of pay for the employee’s ordinary hours of work in the period must be taken to include any of the following that are payable to the employee:
  - (i) a leading hand allowance; and
  - (ii) a first aid allowance; and
  - (iii) penalty rates paid for shiftwork or rostered ordinary hours of work on a Saturday or Sunday; and
  - (iii) a part-time allowance for part-time employees working shiftwork (Monday to Friday) or rostered ordinary hours on a Saturday or a Sunday.
- (b) The employer must pay an employee for the employee’s ordinary hours of work in a period of paid annual leave an additional payment that is the greater of the following amounts:
  - (i) 17.5% of the employee’s ordinary hourly rate (that is the employee’s rate of pay for ordinary hours of work not including any shift, weekend or public holiday penalties);
  - (ii) the shift, weekend or public holiday penalty rates that the employee would have received for ordinary hours of work for which the employee would have been rostered in the period had the employee not been on leave.
- (c) Clause 25.3 also applies in calculating the amount payable to an employee by the employer for a period of untaken paid annual leave when the employment of the employee ends.

**25.4 Temporary close-down**

- (a) Clause 25.4 applies if an employer:
  - (i) intends to close down its operations at all or part of a workplace for a particular period (**temporary close down period**); and
  - (ii) wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees at least 4 weeks’ notice of a temporary close down period.
- (c) The employer may require any affected employee to take a period of paid annual leave during a temporary close down period.

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<p>(e) Public holidays that fall within the period of close-down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.</p> <p>(f) In this clause <b>date of closing</b> in relation to each employee means the first day of the employees annual leave pursuant to this clause.</p>	
<p><b>29.9 Excessive leave accruals: general provision</b></p> <p>Note: Clauses 29.9 to 29.11 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. <u>See Part 2.2, Division 6 of the Fair Work Act.</u></p> <p>(a) An employee has an <b>excessive leave accrual</b> if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 29.2).</p> <p>(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>(c) Clause 29.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.</p> <p>(d) Clause 29.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p>	<p><b>25.5 Excessive leave accruals: general provision</b></p> <p>NOTE: Clauses 25.5 to 25.7 contain provisions, additional to the <a href="#">NES</a>, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the <a href="#">Act</a>.</p> <p>(a) An employee has an <b>excessive leave accrual</b> if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 25.2).</p> <p>(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>(c) Clause 25.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.</p> <p>(d) Clause 25.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p>
<p><b>29.10 Excessive leave accruals: direction by employer that leave be taken</b></p> <p>(a) If an employer has genuinely tried to reach agreement with an employee under clause 29.9(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p> <p>(b) However, a direction by the employer under paragraph (a):</p> <p>(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.</p> <p>Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 29.10(b)(i).</p> <p>Note 2: Under <a href="#">section 88(2) of the Fair Work Act</a>, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>	<p><b>25.6 Excessive leave accruals: direction by employer that leave be taken</b></p> <p>(a) If an employer has genuinely tried to reach agreement with an employee under clause 25.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p> <p>(b) However, a direction by the employer under paragraph (a):</p> <p>(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.</p> <p>NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See paragraph (b)(i).</p> <p>NOTE 2: Under <a href="#">section 88(2) of the Act</a>, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>

**29.11 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 29.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 29.10(a) that, when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 29.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

**25.7 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 25.6(a) that, when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker as defined by clause 25.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

**29.5 Annual leave in advance**

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

Note: An example of the type of agreement required by clause 29.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 29.5 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 29.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an

**25.8 Annual leave in advance**

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

NOTE: An example of the type of agreement required by clause 25.8 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 25.8 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an

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entitlement has not been accrued.	entitlement has not been accrued.
<p><b>29.8 Cashing out of annual leave</b></p> <p>(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.8.</p> <p>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.8.</p> <p>(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</p> <p>(d) An agreement under clause 29.8 must state:</p> <p>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</p> <p>(ii) the date on which the payment is to be made.</p> <p>(e) An agreement under clause 29.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 29.8 as an employee record.</p> <p>Note 1: Under <a href="#">section 344 of the Fair Work Act</a>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.8.</p> <p>Note 2: Under <a href="#">section 345(1) of the Fair Work Act</a>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.8.</p> <p>Note 3: An example of the type of agreement required by clause 29.8 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.</p>	<p><b>25.9 Cashing out of annual leave</b></p> <p>(a) Paid annual leave must not be cashed out except in accordance with an agreement under paragraph (c).</p> <p>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under paragraph (c).</p> <p>(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</p> <p>(d) An agreement under paragraph (c) must state:</p> <p>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</p> <p>(ii) the date on which the payment is to be made.</p> <p>(e) An agreement under paragraph (c) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under paragraph (c) as an employee record.</p> <p>NOTE 1: Under section 344 of the <a href="#">Act</a>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under paragraph (c).</p> <p>NOTE 2: Under section 345(1) of the <a href="#">Act</a>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.8.</p> <p>NOTE 3: An example of the type of agreement required by paragraph (c) is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.</p>
<p><b>30. Personal/carer’s leave and compassionate leave</b></p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>	<p><b>26. Personal/carer’s leave and compassionate leave</b></p> <p>Personal/carer’s leave and compassionate leave are provided for in the <a href="#">NES</a>.</p>
	<p><b>27. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the <a href="#">NES</a>.</p>

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<p><b>31. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>	<p><b>28. Community service leave</b></p> <p>Community service leave is provided for in the <a href="#">NES</a>.</p>
<p><b>32. Public holidays</b></p> <p><b>32.1</b> Public holidays are provided for in the NES.</p> <p><b>32.2 Substitution of public holidays by agreement</b></p> <p>By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.</p>	<p><b>29. Public holidays</b></p> <p><b>29.1</b> Public holiday entitlements are provided for in the <a href="#">NES</a>.</p> <p><b>29.2 Substitution of public holidays by agreement</b></p> <p>The employer and the majority of the employees at a workplace may agree to substitute another day for a public holiday.</p> <p><b>29.3 Part-day public holiday</b></p> <p>For provisions relating to part-day public holidays see Schedule H—2017 Part-day public holidays.</p>
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><b>8.1 Consultation regarding major workplace change</b></p> <p><b>(a) Employer to notify</b></p> <p><b>(i)</b> Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.</p> <p><b>(ii)</b> <b>Significant effects</b> include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p><b>(b) Employer to discuss change</b></p> <p><b>(i)</b> The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.</p> <p><b>(ii)</b> The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).</p> <p><b>(iii)</b> For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.</p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>30. Consultation about major workplace change</b></p> <p><b>30.1</b> If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:</p> <p><b>(a)</b> give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p><b>(b)</b> discuss with affected employees and their representatives (if any):</p> <p><b>(i)</b> the introduction of the changes; and</p> <p><b>(ii)</b> their likely effect on employees; and</p> <p><b>(iii)</b> measures to avoid or reduce the adverse effects of the changes on employees; and</p> <p><b>(c)</b> commence discussions as soon as practicable after a definite decision has been made.</p> <p><b>30.2</b> For the purposes of the discussion under clause 30.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:</p> <p><b>(a)</b> their nature; and</p> <p><b>(b)</b> their expected effect on employees; and</p> <p><b>(c)</b> any other matters likely to affect employees.</p> <p><b>30.3</b> Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.</p> <p><b>30.4</b> The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 30.1(b).</p> <p><b>30.5</b> In clause 30:</p>

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	<p><b>significant effects</b>, on employees, includes any of the following:</p> <ul style="list-style-type: none"> <li>(a) termination of employment; or</li> <li>(b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or</li> <li>(c) loss of, or reduction in, job or promotion opportunities; or</li> <li>(d) loss of, or reduction in, job tenure; or</li> <li>(e) alteration of hours of work; or</li> <li>(f) the need for employees to be retrained or transferred to other work or locations; or</li> <li>(g) job restructuring.</li> </ul> <p><b>30.6</b> Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.</p>
<p><b>8.2 Consultation about changes to rosters or hours of work</b></p> <ul style="list-style-type: none"> <li>(a) Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.</li> <li>(b) The employer must: <ul style="list-style-type: none"> <li>(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);</li> <li>(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and</li> <li>(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.</li> </ul> </li> <li>(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.</li> <li>(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.</li> </ul>	<p><b>31. Consultation about changes to rosters or hours of work</b></p> <p><b>31.1</b> Clause 31 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.</p> <p><b>31.2</b> The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p><b>31.3</b> For the purpose of the consultation, the employer must:</p> <ul style="list-style-type: none"> <li>(a) provide to the employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and</li> <li>(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.</li> </ul> <p><b>31.4</b> The employer must consider any views given under clause 31.3(b).</p> <p><b>31.5</b> Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.</p>
<p><b>9. Consultation regarding change of contract</b></p> <p>In addition to clause 8—Consultation, where a decision is made by an employer to relinquish a cleaning contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:</p> <p><b>9.1</b> The employer is required to notify employees 28 days, or as soon as practicable, before an existing cleaning contract is due to expire, or when the employer has been notified that the contract has been terminated.</p> <p><b>9.2</b> The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must provide to the successful tenderer a list of employees who have given</p>	<p><b>32. Consultation about change of contract</b></p> <p><b>32.1</b> Clause 32 applies where an employer decides not to seek a renewal of a contract to perform cleaning services or is notified that such a contract to which the employer is a party is to be, or is likely to be, terminated.</p> <p><b>32.2</b> The employer must, at least 28 days (or as soon as practicable if that is later than 28 days) before the contract is due to end, give written notice of the situation to the affected employees and their representatives (if any), including the date on which the contract is due to end.</p> <p><b>32.3</b> The employer must, in the notice under clause 32.2, specify any options available for suitable alternative employment with the employer in the event that the contract ends.</p>



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<p>permission for their details to be so provided and who wish to be considered for employment by the incoming contractor.</p> <p><b>9.3</b> Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must contain details of the employee’s entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).</p> <p><b>9.4</b> The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.</p> <p><b>9.5</b> The incoming contractor must, as soon as practicable after making any offer of employment to employees of the outgoing contractor, provide notification of the offer being made and the terms of the offer to the outgoing contractor and to any representative, including a relevant union, nominated by the employee.</p>	<p><b>32.4</b> The employer must give written notice to any affected employees who are offered suitable alternative employment with the employer of the offer, including the location at which the work is proposed to be performed, the proposed hours of work and the proposed rates of pay.</p> <p><b>32.5</b> The employer must give a written notice to any employee who is not offered suitable alternative employment with the employer that:</p> <ul style="list-style-type: none"> <li>(a) gives details of the employee’s accrued statutory and award entitlements on termination of the employee’s employment (including accrued annual leave); and</li> <li>(b) contains a statement of the employee’s service with the employer (including the length of that service, their hours of work, their classification and the shifts they worked); and</li> <li>(c) invites the employee to notify the employer if they consent to the employer giving their name to the incoming contractor so that they may be considered for employment with that contractor.</li> </ul> <p><b>32.6</b> The employer must provide to the incoming contractor a list of the names of employees who have consented to their name being provided to that contractor so that they may be considered for employment with that contractor.</p> <p><b>32.7</b> The employer must take steps to organise a meeting between the incoming contractor and those employees who are not offered suitable alternative employment with the employer.</p> <p><b>32.8</b> The incoming contractor must, as soon as practicable after making any offer of employment to employees of the outgoing contractor, give written notice of the offer and its terms to the outgoing contractor and to any representative nominated by the employee.</p>
<p><b>10. Dispute resolution</b></p> <p><b>10.1</b> In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.</p> <p><b>10.2</b> If a dispute about a matter under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.</p> <p><b>10.3</b> The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.</p> <p><b>10.4</b> Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.</p> <p><b>10.5</b> An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.</p> <p><b>10.6</b> While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p>	<p><b>33. Dispute resolution</b></p> <p><b>33.1</b> Clause 33 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.</p> <p><b>33.2</b> The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.</p> <p><b>33.3</b> If the dispute is not resolved through discussion as mentioned in clause 33.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.</p> <p><b>33.4</b> If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 33.2 and 33.3, a party to the dispute may refer it to the Fair Work Commission.</p> <p><b>33.5</b> The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.</p> <p><b>33.6</b> If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.</p> <p><b>33.7</b> A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 33.</p> <p><b>33.8</b> While procedures are being followed under clause 33 in relation to a dispute:</p> <ul style="list-style-type: none"> <li>(a) work must continue in accordance with this award and the Act; and</li> <li>(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to</li> </ul>

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	<p>perform.</p> <p><b>33.9</b> Clause 33.8 is subject to any applicable work health and safety legislation.</p>																								
<p><b>11. Dispute resolution procedure training leave</b></p> <p><b>11.1</b> Subject to clauses 11.7, 11.8 and 11.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement that provides it is to be read in conjunction with this award.</p> <p><b>11.2</b> An eligible employee representative must give the employer six weeks’ notice of the employee representative’s intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.</p> <p><b>11.3</b> The notice to the employer must include details of the type, content and duration of the course to be attended.</p> <p><b>11.4</b> The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.</p> <p><b>11.5</b> An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.</p> <p><b>11.6</b> Leave of absence granted pursuant to this clause counts as service for all purposes of this award.</p> <p><b>11.7</b> For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, <b>an eligible employee representative</b> is an employee:</p> <p>(a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and</p> <p>(b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution training leave according to the following quota table:</p> <table border="1" data-bbox="192 1312 1469 1701"> <thead> <tr> <th>Number of employees employed by the employer</th> <th>Number of eligible employee representatives entitled per year</th> </tr> </thead> <tbody> <tr> <td>5 to 15 employees</td> <td>1</td> </tr> <tr> <td>16 to 30 employees</td> <td>2</td> </tr> <tr> <td>31 to 50 employees</td> <td>3</td> </tr> <tr> <td>51 to 100 employees</td> <td>4</td> </tr> <tr> <td>more than 100 employees</td> <td>5</td> </tr> </tbody> </table> <p><b>11.8</b> Where the number of eligible employee representatives exceeds the quota at any particular time, priority of entitlement for the relevant year will be resolved by agreement between those entitled or, if not agreed, will be given to the more senior of the employee representatives otherwise eligible who seeks leave.</p> <p><b>11.9</b> For the purpose of applying the quota table, employees employed by the employer under this award are full-time, part-time and casual employees covered by this award with six months or more service who are employed by the</p>	Number of employees employed by the employer	Number of eligible employee representatives entitled per year	5 to 15 employees	1	16 to 30 employees	2	31 to 50 employees	3	51 to 100 employees	4	more than 100 employees	5	<p><b>34. Dispute resolution procedure training leave</b></p> <p><b>34.1</b> Subject to clauses 34.7, 34.8 and 34.9, an eligible employee representative is entitled to up to 5 days’ paid dispute resolution procedure training leave to attend courses directed at improving the operation of the dispute resolution procedure, including its operation in connection with this award, the Act or any relevant agreement.</p> <p><b>34.2</b> An eligible employee representative must give the employer 6 weeks’ notice (or such shorter period of notice as the employer may agree to accept) of their intention to attend a course and the amount of leave to be taken.</p> <p><b>34.3</b> The notice must include details of the type, content and duration of the course to be attended.</p> <p><b>34.4</b> The leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.</p> <p><b>34.5</b> An eligible employee representative is entitled to be paid for the period of leave at the rate at which they would have been paid for their ordinary hours of work in that period had they not been on leave.</p> <p><b>34.6</b> Leave under clause 11 counts as service for all purposes of this award.</p> <p><b>34.7</b> An eligible employee representative is an employee who is:</p> <p>(a) a shop steward, delegate or employee representative duly elected or appointed by employees in that enterprise or workplace to represent them in the dispute resolution procedure; and</p> <p>(b) within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave in accordance with the following table:</p> <p><b>Table 7—Eligible employee representatives quota</b></p> <table border="1" data-bbox="1676 1186 2537 1690"> <thead> <tr> <th>Column 1 Number of employees employed by employer</th> <th>Column 2 Number of eligible employee representatives entitled per year</th> </tr> </thead> <tbody> <tr> <td>5 to 15 employees</td> <td>1</td> </tr> <tr> <td>16 to 30 employees</td> <td>2</td> </tr> <tr> <td>31 to 50 employees</td> <td>3</td> </tr> <tr> <td>51 to 100 employees</td> <td>4</td> </tr> <tr> <td>More than 100 employees</td> <td>5</td> </tr> </tbody> </table> <p><b>34.8</b> If, for any year the number of employee representatives seeking paid dispute resolution procedure training leave exceeds the quota of eligible employee representatives in column 2 of Table 7—Eligible employee representatives quota, priority of entitlement for that year must be resolved by agreement between them or, in the absence of agreement, according to their relative seniority.</p> <p><b>34.9</b> For the purposes of determining the number of eligible employee representatives in column 2 of Table 7—Eligible</p>	Column 1 Number of employees employed by employer	Column 2 Number of eligible employee representatives entitled per year	5 to 15 employees	1	16 to 30 employees	2	31 to 50 employees	3	51 to 100 employees	4	More than 100 employees	5
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<p>employer and engaged in the enterprise or workplace to which the procedure established under clause 10—Dispute resolution applies.</p>	<p>employee representatives quota, employees employed by the employer mentioned in column 1 are employees covered by this award with at least 6 months' service and who work in the enterprise or workplace to which the procedure established under clause 33—Dispute resolution applies.</p>
<p><b>13. Termination of employment</b></p> <p><b>13.1</b> Notice of termination is provided for in the NES.</p> <p><b>13.2 Notice of termination by an employee</b></p> <p>(a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.</p> <p>(b) If an employee fails to give the notice specified in clause 13.2(a) the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.</p> <p><b>13.3 Job search entitlement</b></p> <p>Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>35. Termination of employment</b></p> <p>Standard clause – not reproduced here. Please see Statement issued 21 August 2017.</p>
<p><b>14. Redundancy</b></p> <p><b>14.1</b> Redundancy pay is provided for in the NES.</p>	<p><b>36. Redundancy</b></p> <p>Redundancy pay is provided for in the NES.</p>
<p><b>14.2 Transfer to lower paid duties</b></p> <p>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 and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.</p>	<p><b>37. Transfer to lower paid job on redundancy</b></p> <p>Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraph [171] of decision of 28 August 2017.</p>
<p><b>14.3 Employee leaving during notice period</b></p> <p>An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p> <p><b>14.4 Job search entitlement</b></p> <p>(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance</p>	<p><b>38. Employee leaving during redundancy notice period</b></p> <p>Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraphs [189] – [190] of decision of 28 August 2017.</p>

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<p>at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>(c) This entitlement applies instead of clause 13.3.</p>	
<p><b>14.5 Change of contract</b></p> <p>(a) This clause applies in addition to clause 9—Consultation regarding change of contract and section 120(1)(b)(i) of the Act and applies on the change of a cleaning contract from one cleaning contractor (the outgoing contractor) to another (the incoming contractor).</p> <p>(b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:</p> <p>(i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and</p> <p>(ii) the outgoing contractor has paid to the employee all of the employee’s accrued statutory and award entitlements on termination of the employee’s employment.</p> <p>(c) To avoid doubt, section 119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.</p>	<p><b>39. Exclusion from obligation to pay redundancy pay</b></p> <p><b>39.1</b> Clause 39 applies to the contractor who provides security services to a particular client being changed from one security contractor (the outgoing contractor) to another (the incoming contractor). It applies in addition to clause 30—Consultation about major workplace change of this award and section 120(1)(b)(i) of the Act.</p> <p><b>39.2</b> Section 119 of the Act does not apply to an employee of the outgoing contractor if:</p> <p>(a) the employee agrees to other acceptable employment with the incoming contractor; and</p> <p>(b) the outgoing contractor has paid to the employee all of the employee’s accrued statutory and award entitlements on termination of the employee’s employment.</p> <p><b>39.3</b> To avoid doubt, section 119 of the Act applies to an employee of an outgoing contractor if the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.</p>
<p><b>14.6 Transitional provisions – NAPSA employees</b></p> <p><b>14.7 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule A—Savings Provisions</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule B—Transitional Provisions – other than shopping trolley collection contractors</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule C—Transitional Provisions – for employees of shopping trolley collection contractors</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule D—Classifications</b></p> <p>All employees will be classified according to the following classification definitions and paid as such. Provided that an employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.</p> <p><b>D.1</b> A <b>Cleaning Services Employee Level One</b> (CSE 1) is an employee who at the completion of their training and induction is capable of performing work within the scope of this level. Such an employee to the level of their training:</p> <ul style="list-style-type: none"> <li>• is responsible for the quality of their own work subject to routine supervision;</li> <li>• works under routine supervision either individually or in a team;</li> <li>• exercises discretion within the level of their skills and training; and</li> <li>• 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.</li> </ul>	<p><b>Schedule A—Classification Definitions</b></p> <p>An employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.</p> <p><b>A.1 Cleaning Services Employee Level One</b> (CSE 1) means an employee who performs those tasks customarily performed by cleaners, using 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 and who:</p> <p>(a) is responsible for the quality of their own work subject to routine supervision; and</p> <p>(b) works under routine supervision either individually or in a team; and</p> <p>(c) exercises discretion within the level of their skills and training.</p> <p><b>A.1.1</b> Indicative of the tasks that might be required at this level are the following:</p> <p>(a) spot cleaning of carpets and soft furnishings; or</p>

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<p><b>D.1.1</b> Indicative of the tasks which an employee at this level may perform, on a daily or periodic basis, are the following:</p> <ul style="list-style-type: none"> <li>• spot cleaning of carpets and soft furnishings;</li> <li>• operating hand held powered equipment such as blowers, vacuum cleaners and polishers;</li> <li>• sweeping and mopping;</li> <li>• toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 17.8);</li> <li>• rubbish collection;</li> <li>• cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing;</li> <li>• telephone cleaning and germ proofing;</li> <li>• cleaning of glass, both internal and external;</li> <li>• dusting of all hard surfaces;</li> <li>• table bussing;</li> <li>• undertaking tea attendant duties;</li> <li>• collecting, servicing and maintaining shopping and/or luggage trolleys;</li> <li>• re-arranging and re-organising furniture;</li> <li>• routinely maintaining indoor greenery (shrubs and plants);</li> <li>• sanitary disposal processing; and</li> <li>• wiping and sweeping under and around seats and table tops.</li> </ul>	<ul style="list-style-type: none"> <li>(b) operating hand held powered equipment such as blowers, vacuum cleaners and polishers; or</li> <li>(c) sweeping and mopping; or</li> <li>(d) toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 21.9—Toilet cleaning allowance); or</li> <li>(e) rubbish collection; or</li> <li>(f) cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing; or</li> <li>(g) telephone cleaning and germ proofing; or</li> <li>(h) cleaning of glass, both internal and external; or</li> <li>(i) dusting of all hard surfaces; or</li> <li>(j) table bussing; or</li> <li>(k) undertaking tea attendant duties; or</li> <li>(l) collecting, servicing and maintaining shopping or luggage trolleys; or</li> <li>(m) re-arranging or re-organising furniture; or</li> <li>(n) routinely maintaining indoor greenery such as shrubs and plants; or</li> <li>(o) sanitary disposal processing; or</li> <li>(p) wiping or sweeping under and around seats and table tops.</li> </ul>
<p><b>D.2</b> A <b>Cleaning Services Employee Level Two</b> (CSE 2) is an employee who at the completion of training is capable of performing work within the scope of this level. Such an employee performs work above and beyond the skills of an employee at CSE 1 level and:</p> <ul style="list-style-type: none"> <li>• works from complex instructions and procedures;</li> <li>• assists in the provision of on-the-job training;</li> <li>• works under general supervision either individually or in a team;</li> <li>• is responsible for assuring the quality of their own work; and</li> <li>• performs those tasks customarily performed by cleaners.</li> </ul> <p><b>D.2.1</b> A CSE 2 may be required to perform any duties of a CSE 1 and, in addition, performs any of the following indicative tasks or a combination of such tasks, for the greater part of each day or shift:</p> <ul style="list-style-type: none"> <li>• routine repair work and/or building maintenance (of a non-trade nature) in or about the facility;</li> <li>• ordering and distribution of toilet and other requisites and cleaning materials;</li> </ul>	<p><b>A.2.2</b> A CSE 2 may be required to perform any duties of a CSE 1 and, in addition, may be required to perform any of the following indicative tasks, or a combination of such tasks, for the greater part of each day or shift:</p> <ul style="list-style-type: none"> <li>(a) routine repair work or building maintenance (of a non-trade nature) in or about the facility; or</li> <li>(b) ordering and distribution of toilet and other requisites or cleaning materials; or</li> <li>(c) customer or public relations duties; or</li> <li>(d) carrying out those roles expected of a leading hand (subject to the provision of the applicable allowance in accordance with clause 21.7—Leading hand allowance); or</li> <li>(e) carpet cleaning; or</li> <li>(f) cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain’s chairs, hydraulic bucket trucks or similar devices; or</li> <li>(g) operating ride-on powered machinery; or</li> <li>(h) operating steam cleaning and pressure washing equipment; or</li> </ul>

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<ul style="list-style-type: none"> <li>• customer or public relations duties as required;</li> <li>• carrying out those roles expected of a leading hand (and is paid the allowance as stipulated in clause 17.5);</li> <li>• carpet cleaning;</li> <li>• cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain’s chairs, hydraulic bucket trucks or similar devices;</li> <li>• operating ride-on powered machinery;</li> <li>• operating steam cleaning and pressure washing equipment;</li> <li>• maintaining gardens, lawns and rockeries;</li> <li>• trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;</li> <li>• vehicular rubbish collection and operating mobile compaction units; and</li> <li>• specialist computer cleaning.</li> </ul>	<ul style="list-style-type: none"> <li>(i) maintaining gardens, lawns or rockeries; or</li> <li>(j) trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs or trimming hedges; or</li> <li>(k) vehicular rubbish collection or operating mobile compaction units; or</li> <li>(l) specialist computer cleaning.</li> </ul>
<p><b>D.3</b> A <b>Cleaning Service Employee Level Three</b> (CSE 3) is an employee who at the completion of training performs work above and beyond the skills of an employee at CSE 2 notwithstanding the fact that a CSE 3 may be required to perform any duties of a CSE 1 or CSE 2. An employee at this level:</p> <ul style="list-style-type: none"> <li>• works from complex instructions and procedures;</li> <li>• assists in the provision of on-the-job training;</li> <li>• co-ordinates the work of CSE 1s and CSE 2s and generally superintends the activity of all the building cleaners as a building supervisor or manager;</li> <li>• is responsible for ensuring the quality of their work; and</li> <li>• has a knowledge of the employer’s operation.</li> </ul> <p><b>D.3.1</b> Indicative of the tasks which an employee at this level may perform are the following:</p> <ul style="list-style-type: none"> <li>• ensuring that proper maintenance procedures for building plant and equipment are observed;</li> <li>• arranging service calls to ensure that building plant is operating correctly;</li> <li>• dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;</li> <li>• co-ordinating the work with leading hands of all building cleaners;</li> <li>• handling routine personnel, industrial relations and health and safety matters; and</li> <li>• being directly involved in the provision of on-the-job training.</li> </ul>	<p><b>A.3</b> <b>Cleaning Services Employee Level Three</b> (CSE 3) means an employee providing cleaning services at a higher skill level than an employee at CSE 2 level.</p> <p><b>A.3.1</b> A CSE 3 may be required to perform any duties of a CSE 1 or CSE 2.</p> <p><b>A.3.2</b> Employees at this level:</p> <ul style="list-style-type: none"> <li>(a) work from complex instructions and procedures; and</li> <li>(b) assist in the provision of on-the-job training; and</li> <li>(c) co-ordinate the work of CSE 1s and CSE 2s and generally superintend the activity of all the building cleaners as a building supervisor or manager; and</li> <li>(d) are responsible for ensuring the quality of their work; and</li> <li>(e) have a knowledge of the employer’s operation.</li> </ul> <p><b>A.3.3</b> Indicative of the tasks that might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>(a) ensuring that proper maintenance procedures for building plant and equipment are observed; or</li> <li>(b) arranging service calls to ensure that building plant is operating correctly; or</li> <li>(c) dealing with tenants or owners with respect to the proper cleaning, servicing or functioning of the building; or</li> <li>(d) co-ordinating the work of leading hands; or</li> <li>(e) handling routine personnel, industrial relations or health and safety matters; or</li> <li>(f) being directly involved in the provision of on-the-job training.</li> </ul>

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	<p><b>Schedule B—Summary of Hourly Rates of Pay</b>  <i>This schedule has not been reproduced here</i></p>
	<p><b>Schedule C—Summary of Monetary Allowances</b>  <i>This schedule has not been reproduced here</i></p>
<p><b>Schedule F—Supported Wage System</b></p>	<p><b>Schedule D—Supported Wage System</b>  This Schedule has not been drafted in plain language, pending the outcome of AM2013/30.</p>
<p><b>Schedule E—National Training Wage</b></p>	<p><i>This schedule has been deleted</i></p>
<p><b>Schedule G—Classification Structure—Transition from award-based transitional instruments to <i>Cleaning Services Award 2010</i></b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule K—Agreement for Time Off Instead Of Payment for Overtime</b></p>	<p><b>Schedule E—Agreement for Time Off Instead Of Payment for Overtime</b>  <i>This schedule has not been reproduced here</i></p>
<p><b>Schedule I—Agreement to Take Annual Leave in Advance</b></p>	<p><b>Schedule F—Agreement to Take Annual Leave in Advance</b>  <i>This schedule has not been reproduced here</i></p>
<p><b>Schedule J—Agreement to Cash Out Annual Leave</b></p>	<p><b>Schedule G—Agreement to Cash Out Annual Leave</b>  <i>This schedule has not been reproduced here</i></p>
<p><b>Schedule H—2016 Part-day Public Holidays</b></p>	<p><b>Schedule H—2017 Part-day public holidays</b>  <i>This schedule has not been reproduced here</i></p>