

# PLAIN LANGUAGE EXPOSURE DRAFT

## Cleaning Services Award 2017

This plain language exposure draft has been prepared by staff of the Fair Work Commission based on the **Cleaning Services Award 2010** as at 8 September 2017. This exposure draft does not seek to amend any entitlements under the **Cleaning Services Award 2010**. It has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques to award-specific provisions.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matters [AM2014/69](#) and [AM2016/15](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This is the *Cleaning Services Award [2017]*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 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.
- 1.4 On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions

In this award:

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

**adult employee** means an employee who is 21 years of age or over.

**broken shift**, see clause 21.2(a) (Broken shift allowance).

**cleaning area** 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.

**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 \(Cth\)](#).

**Table 1—Facilitative provisions** means the Table in clause 7.2.

**Table 2—Minimum rates for full-time employees** means the Table in clause 16.1.

**Table 3—Junior rates (employees of shopping trolley collection contractors)** means the Table in clause 16.2.

**Table 4—Leading hand allowance** means the Table in clause 21.7.

**Table 5—Overtime rates** means the Table in clause 23.2.

**Table 6—Penalty rates** means the Table in clause 24.2.

**Table 7—Eligible employee representatives quota** means the Table in clause 34.7.

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

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 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.

### 4. Coverage

- 4.1 This industry award covers, to the exclusion of any other modern award:
- (a) employers in the contract cleaning services industry throughout Australia; and
  - (b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).
- 4.2 For the purposes of clause 4.1, **contract cleaning services industry** means the business of providing cleaning services under a contract and includes:
- (a) cleaning, including event cleaning; and
  - (b) hygiene and pollution control; and
  - (c) trolley collection, excluding trolley collection covered by the *General Retail Industry Award 2014*; and
  - (d) minor property maintenance that is incidental to cleaning.
- 4.3 For the purposes of clause 4.2(a), **event cleaning** means the provision of cleaning in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events or exhibitions.
- 4.4 This industry award also covers:
- (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
  - (b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the contract cleaning services industry (with a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.
- 4.5 However, this industry award does not cover any of the following:
- (a) employees excluded from award coverage by the [Act](#); or
- NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument; or

- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or
- (d) employers of employees mentioned in paragraph (b) or (c).

**4.6** 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.

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.

## **5. Effect of variations made by the Fair Work Commission**

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.

## **6. Individual flexibility arrangements**

**6.1** 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:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

**6.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**6.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**6.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (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 appropriate language) to ensure that the employee understands the proposal.

**6.5** 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.

**6.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and

- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (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
- (e) state the date the agreement is to start.

**6.7** An agreement must be:

- (a) in writing; and
- (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.

**6.8** 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.

**6.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

**6.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

**6.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (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).

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).

**6.12** 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.

**6.13** 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.

## **7. Facilitative provisions**

**7.1** 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.

7.2 The following clauses have facilitative provisions:

**Table 1—Facilitative provisions**

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
25.8	Annual leave in advance	an individual employee
25.9	Cashing out of annual leave	an individual employee
29.2	Substitution of public holidays by agreement	the majority of employees

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 An employee covered by this award must be one of the following:

- (a) a full-time employee; or
- (b) a part-time employee; or
- (c) a casual employee.

8.2 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.

### 9. Full-time employment

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.

NOTE: The hours of work arrangement is agreed between the employer and the employee. See clause 13—Ordinary hours of work and rostering.

### 10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

10.1 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.

10.2 An employer must pay a part-time employee for each ordinary hour worked a loading of **15%** on top of the minimum hourly rate specified in column 3 of **Table 2—Minimum rates for full-time employees**.



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.

- 10.3** An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.
- 10.4** 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.
- 10.5** A part-time employee is entitled to payments in respect of annual leave and personal/carer’s leave on a proportionate basis.
- 10.6** At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:
- (a) the number of hours to be worked each day; and
  - (b) the days of the week on which the employee will work; and
  - (c) the times at which the employee will start and finish work each day.
- 10.7** The employer and the employee may vary an agreement under clause 10.6. Any variation must be recorded in writing.
- 10.8** 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.

## **11. Casual employment**

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1** 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.
- 11.2** A casual employee may only be engaged:
- (a) to perform work on an intermittent or irregular basis; or
  - (b) to work uncertain hours; or
  - (c) to replace a full-time or a part-time employee who is rostered off or absent.
- 11.3** An employer must pay a casual employee for each ordinary hour worked a loading of **25%** on top of the minimum hourly rate specified in column 3 of **Table 2—Minimum rates for full-time employees**.

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](#).

## **12. Classifications**

An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.

NOTE: The minimum rates applicable to the classifications in this award are in clause 16—Minimum rates.

## **Part 3—Hours of Work**

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

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

- (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.
- (b) Ordinary hours may be worked on any day of the week.
- (c) The following options are available:
  - (i) working 5 days of 7.6 hours each per week; and
  - (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
  - (iii) working 19 days of 8 hours each per month; and
  - (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).

**13.2** 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.

**13.3** 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.

**13.4** An arrangement agreed under clause 13.1(a) and in operation cannot be changed within the course of a cycle.

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

- (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.
- (b) Ordinary hours may be worked on any day of the week.
- (c) An employer must roster a part-time or casual employee on any shift:
  - (i) for a minimum of one hour if the employee is engaged at a small stand-alone location with a total 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

- (ii) for a minimum of 2 consecutive hours at a location with a total cleaning area of up to 2000 square metres; and
  - (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
  - (iv) for a minimum of 4 consecutive hours at a location with a total cleaning area of 5000 or more square metres.
- (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.

### **13.6 Rostering**

- (a) The following rostering provisions apply to full-time and part-time employees.
- (b) The employer must prepare a roster showing for each employee their name and the times at which they start and finish work.
- (c) The employer must post the roster in a conspicuous place that is easily accessible by the employees.
- (d) The roster of an employee may be changed at any time by the employer and employee by mutual agreement or, subject to clause 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
- (e) A change of roster must be recorded in the employee's time and wages records.

### **13.7 Days off per week**

Each employee is entitled to 2 consecutive full days off within each 7 day cycle.

## **14. Breaks**

### **14.1 Persons employed to do shiftwork**

- (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.

- (b) **Paid meal breaks**

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.

- (c) **Paid rest breaks**

An employee is entitled to one 10 minute paid rest break per shift.

#### **14.2 Employees other than persons employed to do shiftwork**

- (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.

- (b) **Unpaid meal breaks**

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.

- (c) **Paid rest breaks**

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).

#### **14.3 Effect of breaks on ordinary hours of work**

- (a) The paid meal break and paid rest break provided for in clause 14.1 counts as time worked for the employee.
- (b) The unpaid meal break provided in clause 14.2(b) does not count as time worked for the employee.
- (c) A paid rest break provided for in clause 14.2(c) counts as time worked for the employee.

#### **14.4 Interruptions and overtime meal breaks—all employees**

- (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.
- (b) An employee working overtime is entitled to a paid 20 minute meal break after each 4 hours of overtime worked.

#### **14.5 Breaks between shifts**

- (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).
- (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.
- (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).

## Part 4—Wages and Allowances

### 15. Work organisation

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.

### 16. Minimum rates

**16.1** 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 **Table 2—Minimum rates for full-time employees**.

NOTE 1: Adult employee is defined in clause 2—Definitions.

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).

**Table 2—Minimum rates for full-time employees**

<b>Column 1</b> <b>Cleaning Services</b> <b>Employee classification</b>	<b>Column 2</b> <b>Minimum weekly</b> <b>rate</b>	<b>Column 3</b> <b>Minimum hourly</b> <b>rate</b>
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 (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)**

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

## **17. Higher duties**

- 17.1** 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 **Table 2—Minimum rates for full-time employees** for that higher classification for the whole of that day.
- 17.2** 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 **Table 2—Minimum rates for full-time employees** for that higher classification for the time during which those duties were performed.

## **18. Payment of wages**

- 18.1** The employer may determine the pay period of an employee as being either weekly or fortnightly.
- 18.2** Wages must be paid no later than the Thursday of a pay week.
- 18.3** 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.
- 18.4** 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.
- 18.5** 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.

## **19. Supported wage system**

For employees eligible for a supported wage, see Schedule D—Supported Wage System.

## 20. National training wage

20.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

20.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. For that purpose, any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Cleaning Services Award 2010* and not the *Miscellaneous Award 2010*.

## 21. Allowances

21.1 Clause 21 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

### 21.2 Broken shift allowance

(a) For the purposes of this award an employee works a **broken shift** 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.

(b) The employer of an employee who works a broken shift must pay the employee a broken shift allowance of **\$3.40** for the day.

(c) The maximum allowance payable under this clause is **\$16.99** per week.

### 21.3 Cold work allowance

(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 **\$0.50** per hour while so working.

(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.

### 21.4 Hot work allowance

(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 **\$0.50** per hour while so working.

(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 **\$0.60** per hour while so working.

(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.

### 21.5 Height allowance

- (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.
- (b) The employer must pay the employee an allowance per hour or part of an hour of:
  - (i) **\$0.80** while working up to and including the 22nd floor above ground level; and
  - (ii) **\$1.64** while working above the 22nd floor above ground level.

### 21.6 First aid allowance

- (a) Clause 21.6 applies to an employee who:
  - (i) has current first aid qualifications and training such as a certificate from St John Ambulance Australia or a similar body; and
  - (ii) is appointed in writing by the employer to perform first aid duty.
- (b) The employer must pay the employee an allowance of **\$12.17** per week.

### 21.7 Leading hand allowance

- (a) Clause 21.7 applies to an employee who is placed in charge of other employees.
- (b) The employer must pay the employee an allowance per week of the amount specified in column 2 of **Table 4—Leading hand allowance** depending on the number of other employees of which the employee is in charge as specified in column 1 of that table.

**Table 4—Leading hand allowance**

<b>Column 1</b>	<b>Column 2</b>
<b>Number of employees in charge of</b>	<b>Allowance per week</b>
Up to 10	\$44.53
11–20	\$57.29
More than 20	\$70.05

### 21.8 Refuse collection allowance

- (a) Clause 21.8 applies to an employee who is principally employed on any shift to:
  - (i) collect, dispose of or sort refuse; or
  - (ii) feed an incinerator, furnace or compactor.
- (b) The employer must pay the employee a refuse collection allowance of **\$3.38** per shift.



### **21.9 Toilet cleaning allowance**

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 **\$2.66** per shift or **\$13.11** per week.

### **21.10 Meal allowance**

- (a) Clause 21.10 applies to any employee who:
  - (i) is required to work overtime of more than 2 hours; and
  - (ii) was not advised of that requirement on or before the previous day.
- (b) The employer must:
  - (i) pay the employee a meal allowance of **\$12.79**; or
  - (ii) supply the employee with a meal.

### **21.11 Vehicle allowance**

An employer must pay an employee who, by agreement, uses their own motor vehicle in performing their duties an allowance of:

- (a) for a motor car, **\$0.78** cents per kilometre; and
- (b) for a motor cycle, **\$0.26** cents per kilometre.

### **21.12 Travel time and travel allowance**

- (a) Clause 21.12 applies to an employee who is required by the employer to travel from one workplace to another.
- (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.
- (c) The employer is responsible for, and must pay, all fares associated with travelling between workplaces.

### **21.13 Uniform allowance**

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.

## **22. Superannuation**

This clause has not been drafted in plain language in accordance with section 156(2)(c) of the [Act](#)

### **22.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the

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

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

## **22.2 Employer contributions**

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

## **22.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 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.

## **22.4 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) and 22.3(b) while the employee is:

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

## **22.5 Superannuation fund**

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:

- (a) AustralianSuper;
- (b) SunSuper;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 23. Overtime

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.

#### 23.1 Payment of overtime

- (a) An employer must pay a full-time employee at the overtime rate for any time worked in excess of their ordinary hours.
- (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.
- (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.

#### 23.2 Overtime rates

The overtime rate mentioned in clauses 14.4—Interruptions and overtime meal breaks—all employees, 14.5—Breaks between shifts or 23.1 is:

- (a) for a full-time or part-time employee, the relevant percentage specified in column 2 of **Table 5—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee under **Table 2—Minimum rates for full-time employees**; or
- (b) for a casual employee, the relevant percentage specified in column 3 of **Table 6—Penalty rates** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee under **Table 2—Minimum rates for full-time employees**.

**Table 5—Overtime rates**

<b>Column 1</b>	<b>Column 2</b> <b>Overtime rate</b> <b>% of minimum hourly</b> <b>rate</b>	<b>Column 3</b> <b>Overtime rate</b> <b>% of minimum hourly</b> <b>rate</b>
<b>Overtime worked on</b>	<b>Full-time and part-time</b> <b>employees</b>	<b>Casual employees</b> <b>(includes casual loading)</b>
Monday to Saturday—first 2 hours	150%	175%
Monday to Saturday—after 2 hours	200%	225%
Sunday all day	200%	225%
Public holiday all day	250%	275%

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

- 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 13.5—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.

**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
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 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.

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.

### **23.5 Call back**

- (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.
- (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.
- (c) The interval between completing ordinary hours and beginning overtime does not count as time worked.

## 23.6 Call back for non-cleaning purposes

- (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.
- (b) Clause 23.6 applies:
  - (i) whether the employee is required to attend at the employer's premises or at the premises of a client of the employer; and
  - (ii) irrespective of whether the employee is notified of the requirement before or after leaving the workplace.
- (c) The employer must pay the employee at the rate of pay otherwise applicable (including overtime and penalty rates) for the minimum number of hours specified in paragraph 23.6(d).
- (d) The minimum number of hours is:
  - (i) 2 if attendance is required on a Monday to Friday; and
  - (ii) 3 if attendance is required on a Saturday; and
  - (iii) 4 if attendance is required on a Sunday.
- (e) Clause 23.6 does not apply if:
  - (i) a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time or overtime; or
  - (ii) the attendance is for the purposes of completing any form of paid training.

## 24. Penalty rates

**24.1** 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.

**24.2** 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 **Table 6—Penalty rates**:

- (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
- (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
- (c) for a casual employee, at the percentage specified in column 4 of that Table of the minimum hourly rate of the employee.

**Table 6—Penalty rates**

<b>Column 1</b> <b>Period or day</b>	<b>Column 2</b> <b>Full-time employees</b> <b>% of minimum hourly rate</b>	<b>Column 3</b> <b>Part-time employees</b> <b>% of minimum hourly rate (inclusive of part-time loading)</b>	<b>Column 4</b> <b>Casual employees</b> <b>% of minimum hourly rate (inclusive of casual loading)</b>
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 alternate with another shift or day work excluding hours on a day that is a public holiday	130% for all hours worked	130% for all hours worked	155% for all hours worked
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.



- $\$25.38 \times 5 = \$126.90$

**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.

- $\$32.22 \times 5 = \$161.10$

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

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

- Minimum hourly rate ( $\$19.53$ ) x % Sunday part-time penalty (215%) =  $\$41.99$

(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.

- $\$41.99 \times 5 = \$209.95$

**Step 4: Calculating total pay**

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.

- $\$126.90 + \$161.10 + \$209.94 = \$497.95$

Margaret is paid a total of **\$497.95** for working 3 shifts.

## Part 6—Leave and Public Holidays

### 25. Annual leave

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](#)).

**25.1** Annual leave is provided for in the [NES](#). It does not apply to casual employees.

## 25.2 Additional paid annual leave for certain shiftworkers

- (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.
- (b) The employee is a shiftworker for the purposes of the [NES](#) (entitlement to an additional week of paid annual leave).

## 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
  - (iv) 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.

## 25.5 Excessive leave accruals: general provision

NOTE: Clauses 25.5 to 25.7 contain provisions, additional to the [NES](#), 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 [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 25.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## 25.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 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.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **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).

### **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 entitlement has not been accrued.

## **25.9 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under paragraph (c).
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under paragraph (c).
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under paragraph (c) must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under 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.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under paragraph (c) as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under paragraph (c).

NOTE 2: 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 25.9.

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.

## **26. Personal/carer’s leave and compassionate leave**

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

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

Parental leave and related entitlements are provided for in the [NES](#).

## **28. Community service leave**

Community service leave is provided for in the [NES](#).

## **29. Public holidays**

**29.1** Public holiday entitlements are provided for in the [NES](#).

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

The employer and the majority of the employees at a workplace may agree to substitute another day for a public holiday.

### **29.3 Part-day public holiday**

For provisions relating to part-day public holidays see Schedule H—2017 Part-day public holidays.

## **Part 7—Consultation and Dispute Resolution**

### **30. Consultation about major workplace change**

**30.1** 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:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**30.2** 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:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**30.3** Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**30.4** 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).

**30.5** In clause 30:

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**30.6** 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.

## **31. Consultation about changes to rosters or hours of work**

**31.1** 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.

- 31.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 31.3** For the purpose of the consultation, the employer must:
- (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
  - (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.
- 31.4** The employer must consider any views given under clause 31.3(b).
- 31.5** 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.

## **32. Consultation about change of contract**

- 32.1** 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.
- 32.2** 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.
- 32.3** 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.
- 32.4** 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.
- 32.5** The employer must give a written notice to any employee who is not offered suitable alternative employment with the employer that:
- (a) gives details of the employee's accrued statutory and award entitlements on termination of the employee's employment (including accrued annual leave); and
  - (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
  - (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.



- 32.6** 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.
- 32.7** 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.
- 32.8** 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.

### **33. Dispute resolution**

- 33.1** 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.
- 33.2** 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.
- 33.3** 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.
- 33.4** 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.
- 33.5** 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.
- 33.6** 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.
- 33.7** 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.
- 33.8** While procedures are being followed under clause 33 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
  - (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 perform.
- 33.9** Clause 33.8 is subject to any applicable work health and safety legislation.

### 34. Dispute resolution procedure training leave

- 34.1** 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.
- 34.2** 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.
- 34.3** The notice must include details of the type, content and duration of the course to be attended.
- 34.4** The leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 34.5** 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.
- 34.6** Leave under clause 11 counts as service for all purposes of this award.
- 34.7** An eligible employee representative is an employee who is:
- (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
  - (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:

**Table 7—Eligible employee representatives quota**

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

- 34.8** 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.
- 34.9** For the purposes of determining the number of eligible employee representatives in column 2 of **Table 7—Eligible employee representatives quota**, employees employed by the employer mentioned in 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.

## Part 8—Termination of Employment and Redundancy

### 35. Termination of employment

Standard clause – not reproduced here. Please see [Statement](#) issued 21 August 2017.

### 36. Redundancy

Redundancy pay is provided for in the NES.

### 37. Transfer to lower paid job on redundancy

Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraph [171] of [decision](#) of 28 August 2017.

### 38. Employee leaving during redundancy notice period

Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraphs [189] – [190] of [decision](#) of 28 August 2017.

### 39. Exclusion from obligation to pay redundancy pay

- 39.1** 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](#).
- 39.2** Section 119 of the [Act](#) does not apply to an employee of the outgoing contractor if:
- (a) the employee agrees to other acceptable employment with the incoming contractor; and
  - (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.
- 39.3** 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.

## **Schedule A—Classification Definitions**

An employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

**A.1 Cleaning Services Employee Level One (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:

- (a) is responsible for the quality of their own work subject to routine supervision; and
- (b) works under routine supervision either individually or in a team; and
- (c) exercises discretion within the level of their skills and training.

**A.1.1** Indicative of the tasks that might be required at this level are the following:

- (a) spot cleaning of carpets and soft furnishings; or
- (b) operating hand held powered equipment such as blowers, vacuum cleaners and polishers; or
- (c) sweeping and mopping; or
- (d) toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 21.9—Toilet cleaning allowance); or
- (e) rubbish collection; or
- (f) cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing; or
- (g) telephone cleaning and germ proofing; or
- (h) cleaning of glass, both internal and external; or
- (i) dusting of all hard surfaces; or
- (j) table bussing; or
- (k) undertaking tea attendant duties; or
- (l) collecting, servicing and maintaining shopping or luggage trolleys; or
- (m) re-arranging or re-organising furniture; or
- (n) routinely maintaining indoor greenery such as shrubs and plants; or
- (o) sanitary disposal processing; or
- (p) wiping or sweeping under and around seats and table tops.

**A.2 Cleaning Services Employee Level Two (CSE 2)** means an employee providing cleaning services at a higher skill level than an employee at CSE 1 level.

**A.2.1** Employees at this level:

- (a) work from complex instructions and procedures; and
- (b) assist in the provision of on-the-job training; and
- (c) work under general supervision either individually or in a team; and
- (d) are responsible for assuring the quality of their own work; and
- (e) perform those tasks customarily performed by cleaners.

**A.2.2** 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:

- (a) routine repair work or building maintenance (of a non-trade nature) in or about the facility; or
- (b) ordering and distribution of toilet and other requisites or cleaning materials; or
- (c) customer or public relations duties; or
- (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
- (e) carpet cleaning; or
- (f) cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices; or
- (g) operating ride-on powered machinery; or
- (h) operating steam cleaning and pressure washing equipment; or
- (i) maintaining gardens, lawns or rockeries; or
- (j) trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs or trimming hedges; or
- (k) vehicular rubbish collection or operating mobile compaction units; or
- (l) specialist computer cleaning.

**A.3** **Cleaning Services Employee Level Three** (CSE 3) means an employee providing cleaning services at a higher skill level than an employee at CSE 2 level.

**A.3.1** A CSE 3 may be required to perform any duties of a CSE 1 or CSE 2.

**A.3.2** Employees at this level:

- (a) work from complex instructions and procedures; and
- (b) assist in the provision of on-the-job training; and
- (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

- (d) are responsible for ensuring the quality of their work; and
- (e) have a knowledge of the employer's operation.

**A.3.3** Indicative of the tasks that might be required at this level are the following:

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

## Schedule B—Summary of Hourly Rates of Pay

See also clause Part 4—Wages and Allowances, clause 23—Overtime and clause 24—Penalty rates.

Additional allowances may be payable; see clause 21—Allowances.

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

### B.1 Adult employees—cleaning services

#### B.1.1 Full-time adult employees—cleaning services—ordinary and penalty rates

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	115%	130%	150%	200%	250%
<b>Cleaning Services Employee</b>	\$	\$	\$	\$	\$	\$
Level 1	\$19.53	\$22.46	\$25.39	\$29.30	\$39.06	\$48.83
Level 2	\$20.21	\$23.24	\$26.27	\$30.32	\$40.42	\$50.53
Level 3	\$21.29	\$24.48	\$27.68	\$31.94	\$42.58	\$53.23

#### B.1.2 Part-time adult employees—cleaning services—ordinary and penalty rates

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	115%	130%	130%	165%	215%	265%
<b>Cleaning services employee</b>	\$	\$	\$	\$	\$	\$
Level 1	\$22.46	\$25.39	\$25.39	\$32.22	\$41.99	\$51.75
Level 2	\$23.24	\$26.27	\$26.27	\$33.35	\$43.45	\$53.56
Level 3	\$24.48	\$27.68	\$27.68	\$35.13	\$45.77	\$56.42

**B.1.3 Full-time and part-time adult employees—cleaning services—overtime rates**

	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday – all day</b>	<b>Public holiday – all day</b>
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
<b>Cleaning Services Employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	\$29.30	\$39.06	\$39.06	\$48.83
Level 2	\$30.32	\$40.42	\$40.42	\$50.53
Level 3	\$31.94	\$42.58	\$42.58	\$53.23

**B.1.4 Casual adult employees—cleaning services—ordinary and penalty rates**

	<b>Day</b>	<b>Early morning, afternoon and non-permanent night shift</b>	<b>Permanent night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
<b>Cleaning services employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	\$24.41	\$27.34	\$30.27	\$34.18	\$43.94	\$53.71
Level 2	\$25.26	\$28.29	\$31.33	\$35.37	\$45.47	\$55.58
Level 3	\$26.61	\$29.81	\$33.00	\$37.26	\$47.90	\$58.55

**B.1.5 Casual adult employees—cleaning services—overtime rates**

	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday – all day</b>	<b>Public holiday – all day</b>
	<b>% of minimum hourly rate</b>			
	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
<b>Cleaning services employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	\$34.18	\$43.94	\$43.94	\$53.71
Level 2	\$35.37	\$45.47	\$45.47	\$55.58
Level 3	\$37.26	\$47.90	\$47.90	\$58.55



## B.2 Junior employees—— employees of trolley collection contractors only

**B.2.1 Junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 16.2—Junior rates (employees of shopping trolley collection contractors).

### B.2.2 Full-time junior employees—ordinary and penalty rates

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of junior hourly rate					
	100%	115%	130%	150%	200%	250%
Cleaning Services Employee	\$	\$	\$	\$	\$	\$
<b>Level 1</b>						
Under 16 years	\$8.79	\$10.11	\$11.43	\$13.19	\$17.58	\$21.98
16 years	\$9.76	\$11.22	\$12.69	\$14.64	\$19.52	\$24.40
17 years	\$11.72	\$13.48	\$15.24	\$17.58	\$23.44	\$29.30
18 years	\$13.67	\$15.72	\$17.77	\$20.51	\$27.34	\$34.18
19 years	\$15.62	\$17.96	\$20.31	\$23.43	\$31.24	\$39.05
20 years	\$17.58	\$20.22	\$22.85	\$26.37	\$35.16	\$43.95
<b>Level 2</b>						
Under 16 years	\$9.09	\$10.45	\$11.82	\$13.64	\$18.18	\$22.73
16 years	\$10.10	\$11.62	\$13.13	\$15.15	\$20.20	\$25.25
17 years	\$12.12	\$13.94	\$15.76	\$18.18	\$24.24	\$30.30
18 years	\$14.14	\$16.26	\$18.38	\$21.21	\$28.28	\$35.35
19 years	\$16.16	\$18.58	\$21.01	\$24.24	\$32.32	\$40.40
20 years	\$18.18	\$20.91	\$23.63	\$27.27	\$36.36	\$45.45
<b>Level 3</b>						
Under 16 years	\$9.58	\$11.02	\$12.45	\$14.37	\$19.16	\$23.95
16 years	\$10.65	\$12.25	\$13.85	\$15.98	\$21.30	\$26.63
17 years	\$12.78	\$14.70	\$16.61	\$19.17	\$25.56	\$31.95
18 years	\$14.90	\$17.14	\$19.37	\$22.35	\$29.80	\$37.25
19 years	\$17.03	\$19.58	\$22.14	\$25.55	\$34.06	\$42.58
20 years	\$19.16	\$22.03	\$24.91	\$28.74	\$38.32	\$47.90

**B.2.3 Part-time junior employees—ordinary and penalty rates**

	<b>Day</b>	<b>Early morning, afternoon and non-permanent night shift</b>	<b>Permanent night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of junior hourly rate</b>					
	<b>115%</b>	<b>130%</b>	<b>130%</b>	<b>165%</b>	<b>215%</b>	<b>265%</b>
<b>Cleaning Services Employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>						
Under 16 years	\$10.11	\$11.43	\$11.43	\$14.50	\$18.90	\$23.29
16 years	\$11.22	\$12.69	\$12.69	\$16.10	\$20.98	\$25.86
17 years	\$13.48	\$15.24	\$15.24	\$19.34	\$25.20	\$31.06
18 years	\$15.72	\$17.77	\$17.77	\$22.56	\$29.39	\$36.23
19 years	\$17.96	\$20.31	\$20.31	\$25.77	\$33.58	\$41.39
20 years	\$20.22	\$22.85	\$22.85	\$29.01	\$37.80	\$46.59
<b>Level 2</b>						
Under 16 years	\$10.45	\$11.82	\$11.82	\$15.00	\$19.54	\$24.09
16 years	\$11.62	\$13.13	\$13.13	\$16.67	\$21.72	\$26.77
17 years	\$13.94	\$15.76	\$15.76	\$20.00	\$26.06	\$32.12
18 years	\$16.26	\$18.38	\$18.38	\$23.33	\$30.40	\$37.47
19 years	\$18.58	\$21.01	\$21.01	\$26.66	\$34.74	\$42.82
20 years	\$20.91	\$23.63	\$23.63	\$30.00	\$39.09	\$48.18
<b>Level 3</b>						
Under 16 years	\$11.02	\$12.45	\$12.45	\$15.81	\$20.60	\$25.39
16 years	\$12.25	\$13.85	\$13.85	\$17.57	\$22.90	\$28.22
17 years	\$14.70	\$16.61	\$16.61	\$21.09	\$27.48	\$33.87
18 years	\$17.14	\$19.37	\$19.37	\$24.59	\$32.04	\$39.49
19 years	\$19.58	\$22.14	\$22.14	\$28.10	\$36.61	\$45.13
20 years	\$22.03	\$24.91	\$24.91	\$31.61	\$41.19	\$50.77

**B.2.4 Full-time and part-time junior employees—overtime rates**

	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday – all day</b>	<b>Public holiday – all day</b>
	<b>% of junior hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
<b>Cleaning Services Employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>				
Under 16 years	\$13.19	\$17.58	\$17.58	\$21.98
16 years	\$14.64	\$19.52	\$19.52	\$24.40
17 years	\$17.58	\$23.44	\$23.44	\$29.30
18 years	\$20.51	\$27.34	\$27.34	\$34.18
19 years	\$23.43	\$31.24	\$31.24	\$39.05
20 years	\$26.37	\$35.16	\$35.16	\$43.95
<b>Level 2</b>				
Under 16 years	\$13.64	\$18.18	\$18.18	\$22.73
16 years	\$15.15	\$20.20	\$20.20	\$25.25
17 years	\$18.18	\$24.24	\$24.24	\$30.30
18 years	\$21.21	\$28.28	\$28.28	\$35.35
19 years	\$24.24	\$32.32	\$32.32	\$40.40
20 years	\$27.27	\$36.36	\$36.36	\$45.45
<b>Level 3</b>				
Under 16 years	\$14.37	\$19.16	\$19.16	\$23.95
16 years	\$15.98	\$21.30	\$21.30	\$26.63
17 years	\$19.17	\$25.56	\$25.56	\$31.95
18 years	\$22.35	\$29.80	\$29.80	\$37.25
19 years	\$25.55	\$34.06	\$34.06	\$42.58
20 years	\$28.74	\$38.32	\$38.32	\$47.90

**B.2.5 Casual junior employees—ordinary and penalty rates**

	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of junior hourly rate					
	125%	140%	155%	175%	225%	275%
Cleaning services employee	\$	\$	\$	\$	\$	\$
<b>Level 1</b>						
Under 16 years	\$10.99	\$12.31	\$13.62	\$15.38	\$19.78	\$24.17
16 years	\$12.20	\$13.66	\$15.13	\$17.08	\$21.96	\$26.84
17 years	\$14.65	\$16.41	\$18.17	\$20.51	\$26.37	\$32.23
18 years	\$17.09	\$19.14	\$21.19	\$23.92	\$30.76	\$37.59
19 years	\$19.53	\$21.87	\$24.21	\$27.34	\$35.15	\$42.96
20 years	\$21.98	\$24.61	\$27.25	\$30.77	\$39.56	\$48.35
<b>Level 2</b>						
Under 16 years	\$11.36	\$12.73	\$14.09	\$15.91	\$20.45	\$25.00
16 years	\$12.63	\$14.14	\$15.66	\$17.68	\$22.73	\$27.78
17 years	\$15.15	\$16.97	\$18.79	\$21.21	\$27.27	\$33.33
18 years	\$17.68	\$19.80	\$21.92	\$24.75	\$31.82	\$38.89
19 years	\$20.20	\$22.62	\$25.05	\$28.28	\$36.36	\$44.44
20 years	\$22.73	\$25.45	\$28.18	\$31.82	\$40.91	\$50.00
<b>Level 3</b>						
Under 16 years	\$11.98	\$13.41	\$14.85	\$16.77	\$21.56	\$26.35
16 years	\$13.31	\$14.91	\$16.51	\$18.64	\$23.96	\$29.29
17 years	\$15.98	\$17.89	\$19.81	\$22.37	\$28.76	\$35.15
18 years	\$18.63	\$20.86	\$23.10	\$26.08	\$33.53	\$40.98
19 years	\$21.29	\$23.84	\$26.40	\$29.80	\$38.32	\$46.83
20 years	\$23.95	\$26.82	\$29.70	\$33.53	\$43.11	\$52.69

**B.2.6 Casual junior employees—overtime rates**

	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday – all day</b>	<b>Public holiday – all day</b>
	<b>% of junior hourly rate</b>			
	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
<b>Cleaning services employee</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>				
Under 16 years	\$15.38	\$19.78	\$19.78	\$24.17
16 years	\$17.08	\$21.96	\$21.96	\$26.84
17 years	\$20.51	\$26.37	\$26.37	\$32.23
18 years	\$23.92	\$30.76	\$30.76	\$37.59
19 years	\$27.34	\$35.15	\$35.15	\$42.96
20 years	\$30.77	\$39.56	\$39.56	\$48.35
<b>Level 2</b>				
Under 16 years	\$15.91	\$20.45	\$20.45	\$25.00
16 years	\$17.68	\$22.73	\$22.73	\$27.78
17 years	\$21.21	\$27.27	\$27.27	\$33.33
18 years	\$24.75	\$31.82	\$31.82	\$38.89
19 years	\$28.28	\$36.36	\$36.36	\$44.44
20 years	\$31.82	\$40.91	\$40.91	\$50.00
<b>Level 3</b>				
Under 16 years	\$16.77	\$21.56	\$21.56	\$26.35
16 years	\$18.64	\$23.96	\$23.96	\$29.29
17 years	\$22.37	\$28.76	\$28.76	\$35.15
18 years	\$26.08	\$33.53	\$33.53	\$40.98
19 years	\$29.80	\$38.32	\$38.32	\$46.83
20 years	\$33.53	\$43.11	\$43.11	\$52.69

## Schedule C—Summary of Monetary Allowances

See clause 21—Allowances for full details of allowances payable under this award.

### C.1 Wage related allowances:

The wage related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly wage for a Cleaning Services Employee Level 1 in clause 16—Minimum rates = **\$742.10**.

Allowance	Clause	% of standard rate (\$742.10)	\$ per week unless stated otherwise
Broken shift allowance:	21.2	0.458	\$3.40 per day
Maximum per week		2.29	\$16.99
Cold work allowance	21.3	0.067	\$0.50 per hour
Hot work allowance:	21.4		
46°C to 54°C		0.067	\$0.50 per hour
Over 54°C		0.081	\$0.60 per hour
Height allowance:	21.5		
Up to and including 22nd floor	21.5(b)(i)	0.108	\$0.80 per hour or part thereof
Above 22nd floor	21.5(b)(ii)	0.221	\$1.64 per hour or part thereof
First aid allowance	21.6	1.64	\$12.17
Leading hand in charge of:	21.7		
1 to 10 employees		6.00	\$44.53
11 to 20 employees		7.72	\$57.29
More than 20 employees		9.44	\$70.05
Refuse collection allowance	21.8	0.456	\$3.38 per shift
Toilet cleaning allowance:	21.9		
Per week; OR		1.766	\$13.11
Per shift		0.359	\$2.66 per shift

## C.2 Adjustment of wage related allowances

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

## C.3 Expense related allowances

Allowance	Clause	\$
Vehicle allowance:	21.11	
Motor vehicle		\$0.78 per km
Motorcycle		\$0.26 per km
Meal allowance	21.10	\$12.79 per occasion

## C.4 Adjustment of expense related allowances

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

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

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

## **Schedule D—Supported Wage System**

This Schedule has not been drafted in plain language, pending the outcome of [AM2013/30](#).



## Schedule E—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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

## Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Schedule H—2017 Part-day public holidays

The part-day public holidays schedule [has not been drafted in plain language.](#)

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

- H.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2017) or New Year’s Eve (31 December 2017) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
  - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

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

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