

The Cleaning Services Award—plain language exposure draft was last published on 13 February 2019. Changes since that date are as follows:

Publication date	Amendments	Clauses affected
13 February 2019	New clause 6A—Requests for flexible working arrangements (provisionally numbered) inserted in accordance with PR701418	6A
	Clause 17—Payment of Wages Note inserted in accordance [2015] FWCFB 4658 at [57]	16
	Clause 35—Termination of employment, plain language amendments	32.1
	Clause 37—Exclusion from obligation to pay redundancy pay amended to reflect the cross-reference in the current award	37.1
	Schedule D—Supported Wage System content incorporated Exposure Draft	Schedule D
14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	17
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.4 and 1.5 (deleted)
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707432 , PR707629 , PR709080	15, 17, Schedule B, Schedule C , Schedule D
	Incorporating changes resulting from [2019] FWCFB 5144	25, 29 (deleted)
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712190	7, 26, Schedule H
	Incorporating changes resulting from [2019] FWCFB 5409 , PR711482 ,	20.2, 21.4, 33, 37 (deleted)
	Incorporating changes resulting from [2019] FWCFB 5409 at [36]	21.4
	Incorporating changes resulting from [2018] FWCFB 6680 ; [2019] FWCFB 5409 and PR710996 ,	19.1
	Incorporating changes resulting from [2019] FWCFB 6858 at [62]	21.3
	Incorporating changes resulting from [2019] FWCFB 6899	19.4
Incorporating changes resulting from [2019] FWCFB 6935	B.1.5 (deleted), B.2.6 (deleted)	

Plain language exposure draft—Cleaning Services Award 20XX

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Publication date	Amendments	Clauses affected
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3, 5 (deleted), 9, 10, 11, 14, 15, 16 (deleted), 18 (deleted), 19 (deleted), 21, 19, C.1.1
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6

PLAIN LANGUAGE EXPOSURE DRAFT

Cleaning Services Award 20XX

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 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the *Cleaning Services Award 2010*. Instead, 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. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

New clause 1.3 inserted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Previous clause 1.3 and clause 1.4 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This is the *Cleaning Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- ~~1.3 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.~~
- ~~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 17.2(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**.

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 [and unpaid family and domestic violence 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**.

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 means the Table in clause 15.1.

Table 3—Junior rates (employees of shopping trolley collection contractors) means the Table in clause 15.2.

Table 4—Leading hand allowance means the Table in clause 17.7.

Table 5—Overtime rates means the Table in clause 19.3.

Table 6—Rates and hours of pay when employee called back for administrative duties or for a disciplinary or counselling interview means the Table in clause 19.7.

Table 7—Penalty rates means the Table in clause 20.2.

Table 8—Eligible employee representatives quota means the Table in clause 31.7.

Table 9—Period of notice means the table in clause 32.1(b).

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)~~ [clause 4.1\(a\)](#).
- 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 20XX*; 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) clause~~ 4.5(b) ~~or (c)~~ 4.5(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.

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~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.~~

5. Individual flexibility arrangements

5.1 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

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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.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** 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.
- 5.5** 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.
- 5.6** 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.
- 5.7** 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.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** 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](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 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.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;

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- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions ~~for flexible working practices~~

Clause 7.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712190](#).

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:
16.5	Payment of wages	an individual employee
19.5	Time off instead of payment for overtime	an individual employee
21.8	Annual leave in advance	an individual employee
21.9	Cashing out of annual leave	an individual employee
26.2	Substitution of public holidays by agreement	the majority of employees an individual employee

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, their usual work location and classification.

8.3 Each employee's classification and whether they are engaged as a full-time, part-time or casual employee will be recorded in the time and wages record.

9. Full-time employeesemployment

A full-time employee is an ongoing employee engaged to work an average of 38 ordinary hours per week.

NOTE: Those hours of work are to be arranged in accordance with clauses 13.1 to 13.4 (Ordinary hours of work and rostering).

10. Part-time employeesemployment

10.1 A part-time employee is 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.

10.2 An employer must pay a part-time employee for each ordinary hour worked an allowance of 15% in addition to the minimum hourly rate specified in column 3 of **Table 2—Minimum rates**.

NOTE: The part-time allowance is payable so as to allow the employer to roster a part-time employee to work up to 7.6 hours per day, 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 At the time of engaging a part-time employee, the employer and employee must agree in writing on 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.

10.5 The employer and the employee may vary an agreement under clause 10.4. Any variation must be recorded in writing.

10.6 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 of work and roster cycles—part-time and casual employees.

11. Casual employeesemployment

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

11.1 An employee is a casual employee if they are engaged 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 a loading of **25%** in addition to the minimum hourly rate specified in column 3 of **Table 2—Minimum rates**.

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](#).

11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ [clause](#) 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~[clause](#) 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

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- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~ clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clauses 10.3 and 10.4 (Part-time employment).
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~ clause 11.4.
- (o) Nothing in ~~this~~ clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this~~ clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.4 within the first 12 months of the employee's first engagement to

perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.4 by 1 January 2019.

- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ clause 11.4(q).

12. Classifications

- 12.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.
- 12.2 Despite an employee's classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee's level of skill, competence and training.

NOTE: The minimum rates applicable to the classifications in this award are in clause 15—Minimum rates.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Ordinary hours of work and roster cycles—full-time employees

- (a) Ordinary hours may be worked on any day of the week.
- (b) Full-time employees work an average of 38 ordinary hours per week in one of the following ways:
 - (i) working 5 days of 7.6 hours each per week; or
 - (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; or
 - (iii) working 19 days of 8 hours each per month; or
 - (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 27.1 (Consultation about changes to rosters or hours of work), an arrangement agreed by the employer and employee under clause 13.1(b) may only be changed on giving a minimum of one week's notice.

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

13.5 Ordinary hours of work 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 the only employee 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 (e)~~ clause 13.5(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 28— 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 Shiftworkers

(a) Paid meal break

An employee who works a shift that attracts a shift penalty under clause 20—Penalty rates is entitled to a paid meal break per shift of not less than 20 minutes. The meal break must be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.

(b) Paid rest break

A full-time shiftworker working a straight shift is entitled to one further 10 minute paid rest break per shift.

(c) A paid meal break and paid rest break provided for in clause 14.1 counts as time worked for the employee

14.2 Non-shiftworkers

(a) Clause 14.2 applies to employees who are not entitled to a paid meal break under clause 14.1(a).

(b) Unpaid meal breaks

(i) An employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour and cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.

(ii) An unpaid meal break provided in ~~paragraph (b)~~ clause 14.2(b) does not count as time worked for the employee.

(c) Paid rest breaks

(i) An employee is entitled to a 10 minute paid morning rest break and a 10 minute paid afternoon rest break.

(ii) A paid morning or afternoon rest break provided for in ~~paragraph (c)~~ clause 14.2(c) counts as time worked for the employee.

14.3 Interruptions and overtime meal breaks—all employees

(a) If the employee is interrupted during a meal break and directed to work, the employer must pay the employee at the overtime rate mentioned in clause 19.3—Overtime rates until the employee is allowed to resume the meal break.

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

14.4 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 19.3—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 working time hours not worked during the period of a release from duty mentioned in ~~paragraph (b)~~ clause 14.4(b).

Part 4—Wages and Allowances

15. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

15.1 Adult rates

An employer must pay an employee the rate applicable to the employee’s classification specified in column 1 of **Table 2—Minimum rates** for ordinary hours of work.

Table 2—Minimum rates

Column 1 Cleaning Services Employee classification	Column 2 Minimum weekly rate Full-time employees	Column 3 Minimum hourly rate
	\$	\$
Level 1	791.10	20.82
Level 2	818.50	21.54
Level 3	862.50	22.70

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 15.2—Junior rates (employees of shopping trolley collection contractors).

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.

15.2 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**:

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

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

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

15.3 Higher duties

- (a) 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 that higher classification for the whole of that day.
- (b) An employer must pay an employee who performs for less than 4 hours on any particular day duties of a classification higher than the employee's ordinary classification the minimum hourly rate specified in column 3 of **Table 2—Minimum rates** for that higher classification for the time during which those duties were performed.

15.4 Supported wage system

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

15.5 National training wage

(a) Schedule E to the *Miscellaneous Award 20XX+0* sets out minimum wage rates and conditions for employees undertaking traineeships.

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX+0* as at 1 July ~~2019~~2018. For that purpose, any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX+0* is to be read as referring to the *Cleaning Services Award 20XX+0* and not the *Miscellaneous Award 20XX+0*.

~~16. Higher duties~~

16. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

16.1 The employer may determine the pay period of an employee as being either weekly or fortnightly.

16.2 Wages must be paid no later than the Thursday of a pay week.

16.3 Wages may be paid 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.

16.4 An employee paid by cash or cheque 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.

16.5 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.

16.6 Payment on termination of employment

- (a)** The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
- (i)** the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii)** all other amounts that are due to the employee under this award and the [NES](#).

- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 16.6(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b) Clause~~ 16.6(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.6. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

~~18. Supported wage system~~

~~19. National training wage~~

17. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with at [\[2015\] FWCFB 4658](#) at [57].

[NOTE: Regulations 3.33\(3\) and 3.46\(1\)\(g\) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.](#)

- 17.1** Clause 17 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.

17.2 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~~2 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 **\$3.62** for the day.

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- (c) The maximum allowance payable under ~~this~~ clause 17.2 is \$18.12 per week.

17.3 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 \$0.53 per hour while so working.
- (b) An employee who continues to work for more than 2 hours in a place or places mentioned in ~~paragraph (a)~~ clause 17.3(a) is entitled to a 20 minute rest period every 2 hours without loss of pay.

17.4 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 \$0.53 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 \$0.64 per hour while so working.
- (c) An employee who continues to work for more than 2 hours in a place or places mentioned in ~~paragraph (b)~~ clause 17.4(b) is entitled to a 20 minute rest period every 2 hours without loss of pay.

17.5 Height allowance

- (a) Clause 17.5 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) \$0.85 while working up to and including the 22nd floor above ground level; and
 - (ii) \$1.75 while working above the 22nd floor above ground level.

17.6 First aid allowance

- (a) Clause 17.6 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 \$12.97 per week.

17.7 Leading hand allowance

- (a) Clause 17.7 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

Column 1	Column 2
Number of employees in charge of	Allowance per week
	\$
Up to 10	47.47
11–20	61.07
More than 20	74.68

17.8 Refuse collection allowance

- (a) Clause 17.8 applies to an employee who is employed for the major portion of their time 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 **\$3.61** per shift.

17.9 Toilet cleaning allowance

The employer of an employee who is employed for the major portion of any day or shift to clean toilets must pay the employee a toilet cleaning allowance of **\$2.84** per shift or **\$13.97** per week.

17.10 Meal allowance

- (a) Clause 17.10 applies to any employee who:
 - (i) is required to work an additional 2 hours or more; 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 **\$13.46**; or
 - (ii) supply the employee with a meal.

17.11 Vehicle allowance

An employer must pay an employee who, by agreement with the employer, 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 motorcycle, **\$0.26** cents per kilometre.

17.12 Travel time and travel allowance

- (a) Clause 17.12 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.

17.13 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.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 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 18.2 and pay the amount authorised under clauses 18.3(a) and 18.3(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.

18.5 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2, and pay the amount authorised under clauses 18.3(a) or 18.3(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

19. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 19.1 amended in accordance with [\[2019\] FWCFB 6680](#) and [\[2019\] FWCFB 5409](#) and [PR701996](#). Typographical error in clause 19.4, Example 1, corrected in accordance with [\[2019\] FWCFB 6899](#).

19.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and ~~this~~ clause 19, an employer may require an employee ~~—other than a casual—~~ to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of ~~this~~ clause 19 the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms in this award inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

19.2 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 at the overtime rate 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.

19.3 Overtime rates

The overtime rate mentioned in clauses 14.3—Interruptions and overtime meal breaks—all employees, 14.4—Breaks between shifts or 19.2 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**; or
- (b) for a casual employee, the relevant percentage specified in column 3 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**.

Table 5—Overtime rates

Column 1	Column 2 Overtime rate % of minimum hourly rate	Column 3 Overtime rate % of minimum hourly rate
Overtime worked on	Full-time and part-time employees	Casual employees (includes casual loading)
Monday to Saturday—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.

- 19.4 In ~~computing~~ calculating 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 of work and roster cycles—part-time and casual employees).

The minimum hourly rate for a Level 1 employee is \$20.82. Michael will:

- work 7.6 ordinary hours at the minimum hourly rate
- take ~~two~~ 2 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 (\$20.82) + casual loading (25%) = (\$26.03)
- (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.
- \$26.03 x 7.6 hours = \$197.83

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 (\$20.21) x % overtime rate—first 2 hours (175%) = \$35.37
 - Minimum hourly rate (\$20.21) x % overtime rate—after 2 hours (225%) = \$45.47
- (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 (\$35.37) x 2 hours = \$70.74
 - Hourly overtime rate—after 2 hours (\$45.47) x 1 hour = \$45.47
- (c) Add the amounts calculated in step 2(b) to establish the total amount to be paid for overtime worked on the shift.
- \$70.74 + \$45.47 = \$116.21

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.

$\$191.98 + \$116.21 = \$308.19$

Michael is paid a total of ~~-\$30.819~~ \$308.19 for working a 10.6 hour shift on a Friday.

19.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii)-clause 19.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 19.5 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 19.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 19.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

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- (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 19.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 19.5(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 19.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.5 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ clause 19.5(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 19.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.5.

19.6 Call back

- (a) Clause 19.6 applies to an employee who, following the completion of their ordinary hours, 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 is required by the employer to work for a shorter time.
- (c) The interval between completing ordinary hours and beginning overtime does not count as time worked.

19.7 Call back for non-cleaning purposes

- (a) Clause 19.7 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 19.7 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 and for the minimum number of hours as shown in the following table:

Table 6—Rates and hours of pay when employee called back for administrative duties or for a disciplinary or counselling interview

Column 1 Day on which the employee’s attendance is required	Column 2 Rate of pay	Column 3 Minimum number of hours paid for
Monday to Friday	Ordinary hourly rate plus any applicable shift penalty	2 hours
Saturday	Appropriate Saturday rate	3 hours
Sunday	Appropriate Sunday rate	4 hours

- (d) Clause 19.7 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.

20. Penalty rates

Clause 20.2 (Table 7) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

- 20.1** Clause 20 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 19.3—Overtime rates.
- 20.2** 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 7—Penalty rates**:

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- (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 7—Penalty rates

Column 1 Period or day	Column 2 Full-time employees	Column 3 Part-time employees	Column 4 Casual employees
	% of minimum hourly rate	% of minimum hourly rate (inclusive of part-time allowance loading)	% of minimum hourly rate (inclusive of casual loading)
Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime)
Any shift that finishes after midnight but no later than 8.00 am and does not rotate or 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 \$20.82. 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 7—Penalty rates**, to establish the relevant night shift rate.

- Minimum hourly rate (\$20.82) x % Monday to Friday shift finishing after 6.00pm—part-time employees (130%) = \$27.07

(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.

- $\$27.07 \times 5 = \135.35

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 7—Penalty rates** to establish the relevant Saturday rate.

- Minimum hourly rate (\$20.82) x % Saturday part-time penalty (165%) = \$34.35

(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.

- $\$34.35 \times 5 = \171.75

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 7—Penalty rates** to establish the relevant Sunday rate.

- Minimum hourly rate (\$20.82) x % Sunday part-time penalty (215%) = \$44.76

(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.

- $\$44.76 \times 5 = \223.80

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.

- $\$135.35 + \$171.75 + \$223.80 = \530.90

Margaret is paid a total of **\$515.35** for working 3 shifts.

Part 6—Leave and Public Holidays

21. Annual leave

Clause 21.3 amended in accordance with [\[2019\] FWCFB 6858](#) at [62]; Clause 21.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [36]

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](#)).

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

21.2 Additional paid annual leave for certain shiftworkers

- (a) Clause 21.2 applies to an employee who:
- (i) works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week; and
 - (ii) who is regularly rostered to work on Sundays and public holidays.
- (b) The employee is a shiftworker for the purposes of the [NES](#) (entitlement to an additional week of paid annual leave).

21.3 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) 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 minimum 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.

NOTE: section 90(2) of the Act deals with untaken paid annual leave when the employment of an employee ends.

21.4 Temporary close-down

- (a) An employer may require an employee to take annual leave if the employee works for the employer in connection with a site operated by a client of the employer and:
- (i) the client plans to temporarily close-down, or significantly reduce, all, or part of, its operations at that site (~~known as a temporary close-down~~); and
 - (ii) the temporary close-down is for the purposes of the client's employees taking annual leave.
- (b) **Employer to notify employee**
- (i) If an employer requires an employee to take annual leave under ~~paragraph (a) clause~~ 21.4(a), then the employer must give that employee one month's notice in writing that they are to take annual leave for the temporary close-down.
 - (ii) However, if the employer engages an employee during the notice period, then the employer must give that employee notice of the temporary close-down in writing when the employer engages the employee.
- (c) **Length limit: four weeks plus public holidays**
- The close-down period under ~~paragraph (a) clause~~ 21.4(a) may be for up to a maximum of 4 four weeks, plus public holidays.
- (d) **Public holidays during a temporary close-down**
- If the close-down period includes any public holiday, then:
- (i) that public holiday does not count as a day of annual leave, or of leave without pay; and
 - (ii) the employer is to pay the employee for that day in the way this Award requires.
- (e) **Paid leave and leave without pay**
- If an employee is to take annual leave due to a temporary close-down under ~~paragraph (a) clause~~ 21.4(a), then:
- (i) if the employee has enough annual leave to cover the full close-down period, then they must take paid annual leave for the full close-down period; or
 - (ii) if the employee has some annual leave but not enough to cover the full close-down period, then they must first take all of the paid

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annual leave they have and then take leave without pay for the rest of the close-down period — also see ~~paragraph clause~~ 21.4(f); or

- (iii) if the employee has no annual leave, then they must take leave without pay for the full close-down period — also see ~~paragraph clause~~ 21.4(f).

(f) Alternative to leave without pay

If it is practicable for the employer to arrange work at another site for an employee who would otherwise be on leave without pay under ~~paragraph clause~~ 21.4(e)(ii) or 21.4(e)(iii), then the employer must arrange that work.

21.5 Excessive leave accruals: general provision

NOTE: Clauses 21.5 to 21.7 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 21.2).
- (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 21.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

21.6 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 21.5(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) clause~~ 21.6(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 21.5, 21.6 or 21.7 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) clause~~ 21.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 21.6(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) clause~~ 21.6(d) may result in the direction ceasing to have effect. See ~~paragraph (b)(i) clause~~ 21.6(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.

21.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.5(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) clause~~ 21.7(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 21.6(a) that, when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 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) clause~~ 21.7(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 21.5, 21.6 or 21.7 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

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- (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) clause 21.7(a)~~ more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause 21.7(a)~~.

21.8 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 21.8 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 21.8 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 21.8, 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.

21.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under ~~paragraph (e) clause 21.9~~.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under ~~paragraph (e) clause 21.9~~.
- (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 (e) clause 21.9~~ must state:

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- (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 (e) clause~~ 21.9 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 (e) clause~~ 21.9 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 (e) clause~~ 21.9.

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 21.9.

NOTE 3: An example of the type of agreement required by ~~paragraph (e) clause~~ 21.9 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.

22. Personal/carer's leave and compassionate leave

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

23. Parental leave and related entitlements

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

24. Community service leave

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

25. Unpaid family and domestic violence leave

Clause 25 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

26. Public holidays

Clause 26.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712190](#).

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

26.2 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.~~

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

26.3 Part-day public holiday

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

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

27.1 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):

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- (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.
- 27.2** For the purposes of the discussion under clause 27.1(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.
- 27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4** 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 27.1(b).
- 27.5** In clause 27 **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.
- 27.6** Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.
- 28. Consultation about changes to rosters or hours of work**
- 28.1** Clause 28 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.

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- 28.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 28.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 28.2 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.
- 28.4** The employer must consider any views given under clause 28.3(b).
- 28.5** Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Consultation about change of contract

- 29.1** Clause 29 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.
- 29.2** 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.
- 29.3** The employer must, in the notice under clause 29.2, specify any options available for suitable alternative employment with the employer in the event that the contract ends.
- 29.4** 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.
- 29.5** 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 shift configuration); 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.

- 29.6** 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.
- 29.7** 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.
- 29.8** 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, including a relevant union, nominated by the employee.

30. Dispute resolution

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** 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.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** 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.
- 30.6** 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.
- 30.7** 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 30.
- 30.8** While procedures are being followed under clause 30 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.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

31. Dispute resolution procedure training leave

- 31.1 Subject to clauses 31.7, 31.8 and 31.9, 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.
- 31.2 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.
- 31.3 The notice must include details of the type, content and duration of the course to be attended.
- 31.4 The leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 31.5 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.
- 31.6 Leave under clause 31 counts as service for all purposes of this award.
- 31.7 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 8—Eligible employee representatives quota

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

- 31.8 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 8—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.

31.9 For the purposes of determining the number of eligible employee representatives in column 2 of **Table 8—Eligible employee representatives quota**, employees employed by the employer mentioned in column 1 are employees covered by this award with at least 6 months’ service and who work in the enterprise or workplace to which the procedure established under clause 30—Dispute resolution applies.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 9—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 9—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b) clause~~ 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 32.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 32.1(d).

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- (f) Any deduction made under ~~paragraph (d) clause~~ 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

Clause 33 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711482](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act. Clause 33.4 supplements the NES where there is a change of cleaning contract from one cleaning contractor to another cleaning contractor.

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

33.4 Change of contract

- (a) Clause 33.4 applies in addition to clause 29—Consultation about change of contract and section 120(1)(b)(i) of the Act and applies on the change of a cleaning contract from one cleaning contractor (the outgoing contractor) to another (the incoming contractor).
- (b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:
- (i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and
- (ii) the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.
- (c) To avoid doubt, section 119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

37. Exclusion from obligation to pay redundancy pay

Previous clause 37 deleted in accordance with [\[2019\] FWCFB 5409](#) and [PR711482](#).

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.1.2 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 17.9—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.

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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 17.7—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

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- (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

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#)

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Clause B.1.5 and B.2.6 deleted in accordance with [\[2019\] FWCFB 6935](#).

See also clause Part 4—Wages and Allowances and Part 5—Overtime and Penalty Rates.

NOTE: Employers who pay wages in accordance with this schedule satisfy their obligations under the award to pay wages for hours worked.

B.1 Adult employees—cleaning services

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

Cleaning Services Employee	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%
	\$	\$	\$	\$	\$	\$
Level 1	20.82	23.94	27.07	31.23	41.64	52.05
Level 2	21.54	24.77	28.00	32.31	43.08	53.85
Level 3	22.70	26.11	29.51	34.05	45.40	56.75

Commented [FWC1]: Weekly rate divided by 38, see cl 15.1

Commented [FWC2]: Relevant percentage in cl 20.2

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

Cleaning services employee	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%
	\$	\$	\$	\$	\$	\$
Level 1	23.94	27.07	27.07	34.35	44.76	55.17
Level 2	24.77	28.00	28.00	35.54	46.31	57.08
Level 3	26.11	29.51	29.51	37.46	48.81	60.16

Commented [FWC3]: Minimum hourly rate + 15% allowance for part-time employees in cl 10.2

Commented [FWC4]: Relevant percentage in cl 20.2

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

Cleaning Services Employee	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	31.23	41.64	41.64	52.05
Level 2	32.31	43.08	43.08	53.85
Level 3	34.05	45.40	45.40	56.75

Commented [FWC5]: Relevant percentage in cl 19.3

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

Cleaning services employee	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
% of minimum hourly rate						
	125%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Level 1	26.03	29.15	32.27	36.44	46.85	57.26
Level 2	26.93	30.16	33.39	37.70	48.47	59.24
Level 3	28.38	31.78	35.19	39.73	51.08	62.43

Commented [FWC6]: Minimum hourly rate + 25% casual loading in cl 11.3

Commented [FWC7]: Relevant percentage in cl 20.2

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

Cleaning services employee	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% of minimum hourly rate				
-	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1	36.44	46.85	46.85	57.26
Level 2	37.70	48.47	48.47	59.24
Level 3	39.73	51.08	51.08	62.43

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 15.2—Junior rates (employees of shopping trolley collection contractors).

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

Cleaning Services Employee	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%
	\$	\$	\$	\$	\$	\$
Level 1						
Under 16 years	9.37	10.78	12.18	14.06	18.74	23.43
16 years	10.41	11.97	13.53	15.62	20.82	26.03
17 years	12.49	14.36	16.24	18.74	24.98	31.23
18 years	14.57	16.76	18.94	21.86	29.14	36.43
19 years	16.65	19.15	21.65	24.98	33.30	41.63
20 years	18.74	21.55	24.36	28.11	37.48	46.85
Level 2						
Under 16 years	9.69	11.14	12.60	14.54	19.38	24.23
16 years	10.77	12.39	14.00	16.16	21.54	26.93
17 years	12.92	14.86	16.80	19.38	25.84	32.30
18 years	15.08	17.34	19.60	22.62	30.16	37.70
19 years	17.23	19.81	22.40	25.85	34.46	43.08
20 years	19.39	22.30	25.21	29.09	38.78	48.48
Level 3						
Under 16 years	10.21	11.74	13.27	15.32	20.42	25.53
16 years	11.35	13.05	14.76	17.03	22.70	28.38
17 years	13.62	15.66	17.71	20.43	27.24	34.05
18 years	15.89	18.27	20.66	23.84	31.78	39.73
19 years	18.16	20.88	23.61	27.24	36.32	45.40
20 years	20.43	23.49	26.56	30.65	40.86	51.08

Commented [FWC8]: The junior hourly rate is the relevant percentage in cl 15.2 of the relevant adult weekly rate in cl 15.1, divided by 38 – see clause 15.2

Commented [FWC9]: Relevant percentage in cl 15.2 of the relevant adult weekly rate in cl 15.1, divided by 38 – see clause 15.2

Commented [FWC10]: Relevant percentage in cl 20.2

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

Cleaning Services Employee	Day	Early morning, afternoon and non-permanent night shift	Permanent night	Saturday	Sunday	Public holiday
	% of junior hourly rate					
	115%	130%	130%	165%	215%	265%
	\$	\$	\$	\$	\$	\$
Level 1						
Under 16 years	10.78	12.18	12.18	15.46	20.15	24.83
16 years	11.97	13.53	13.53	17.18	22.38	27.59
17 years	14.36	16.24	16.24	20.61	26.85	33.10
18 years	16.76	18.94	18.94	24.04	31.33	38.61
19 years	19.15	21.65	21.65	27.47	35.80	44.12
20 years	21.55	24.36	24.36	30.92	40.29	49.66
Level 2						
Under 16 years	11.14	12.60	12.60	15.99	20.83	25.68
16 years	12.39	14.00	14.00	17.77	23.16	28.54
17 years	14.86	16.80	16.80	21.32	27.78	34.24
18 years	17.34	19.60	19.60	24.88	32.42	39.96
19 years	19.81	22.40	22.40	28.43	37.04	45.66
20 years	22.30	25.21	25.21	31.99	41.69	51.38
Level 3						
Under 16 years	11.74	13.27	13.27	16.85	21.95	27.06
16 years	13.05	14.76	14.76	18.73	24.40	30.08
17 years	15.66	17.71	17.71	22.47	29.28	36.09
18 years	18.27	20.66	20.66	26.22	34.16	42.11
19 years	20.88	23.61	23.61	29.96	39.04	48.12
20 years	23.49	26.56	26.56	33.71	43.92	54.14

Commented [FWC11]: Junior hourly rate + 15% allowance for part-time employees in cl 10.2

Commented [FWC12]: Relevant percentage in cl 20.2

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

Cleaning Services Employee	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1				
Under 16 years	14.06	18.74	18.74	23.43
16 years	15.62	20.82	20.82	26.03
17 years	18.74	24.98	24.98	31.23
18 years	21.86	29.14	29.14	36.43
19 years	24.98	33.30	33.30	41.63
20 years	28.11	37.48	37.48	46.85
Level 2				
Under 16 years	14.54	19.38	19.38	24.23
16 years	16.16	21.54	21.54	26.93
17 years	19.38	25.84	25.84	32.30
18 years	22.62	30.16	30.16	37.70
19 years	25.85	34.46	34.46	43.08
20 years	29.09	38.78	38.78	48.48
Level 3				
Under 16 years	15.32	20.42	20.42	25.53
16 years	17.03	22.70	22.70	28.38
17 years	20.43	27.24	27.24	34.05
18 years	23.84	31.78	31.78	39.73
19 years	27.24	36.32	36.32	45.40
20 years	30.65	40.86	40.86	51.08

Commented [FWC13]: Relevant percentage in cl 19.3

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B.2.5 Casual junior employees—ordinary and penalty rates

Cleaning Services Employee	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%
	\$	\$	\$	\$	\$	\$
Level 1						
Under 16 years	11.71	13.12	14.52	16.40	21.08	25.77
16 years	13.01	14.57	16.14	18.22	23.42	28.63
17 years	15.61	17.49	19.36	21.86	28.10	34.35
18 years	18.21	20.40	22.58	25.50	32.78	40.07
19 years	20.81	23.31	25.81	29.14	37.46	45.79
20 years	23.43	26.24	29.05	32.80	42.17	51.54
Level 2						
Under 16 years	12.11	13.57	15.02	16.96	21.80	26.65
16 years	13.46	15.08	16.69	18.85	24.23	29.62
17 years	16.15	18.09	20.03	22.61	29.07	35.53
18 years	18.85	21.11	23.37	26.39	33.93	41.47
19 years	21.54	24.12	26.71	30.15	38.77	47.38
20 years	24.24	27.15	30.05	33.93	43.63	53.32
Level 3						
Under 16 years	12.76	14.29	15.83	17.87	22.97	28.08
16 years	14.19	15.89	17.59	19.86	25.54	31.21
17 years	17.03	19.07	21.11	23.84	30.65	37.46
18 years	19.86	22.25	24.63	27.81	35.75	43.70
19 years	22.70	25.42	28.15	31.78	40.86	49.94
20 years	25.54	28.60	31.67	35.75	45.97	56.18

Commented [FWC14]: Junior hourly rate + 25% casual loading in cl 11.3
 Commented [FWC15]: Relevant percentage in cl 20.2

B.2.6 Casual junior employees—overtime rates

Cleaning Services Employee	Monday to Saturday—first 2 hours	Monday to Saturday—after 2 hours	Sunday— all day	Public holiday —all day
	% of junior hourly rate			
-	175%	225%	225%	275%
	\$	\$	\$	\$

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Cleaning Services Employee	Monday to Saturday—first 2 hours	Monday to Saturday—after 2 hours	Sunday— all day	Public holiday —all day
	% of junior hourly rate			
-	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1				
Under 16 years	16.40	21.08	21.08	25.77
16 years	18.22	23.42	23.42	28.63
17 years	21.86	28.10	28.10	34.35
18 years	25.50	32.78	32.78	40.07
19 years	29.14	37.46	37.46	45.79
20 years	32.80	42.17	42.17	51.54
Level 2				
Under 16 years	16.96	21.80	21.80	26.65
16 years	18.85	24.23	24.23	29.62
17 years	22.61	29.07	29.07	35.53
18 years	26.39	33.93	33.93	41.47
19 years	30.15	38.77	38.77	47.38
20 years	33.93	43.63	43.63	53.32
Level 3				
Under 16 years	17.87	22.97	22.97	28.08
16 years	19.86	25.54	25.54	31.21
17 years	23.84	30.65	30.65	37.46
18 years	27.81	35.75	35.75	43.70
19 years	31.78	40.86	40.86	49.94
20 years	35.75	45.97	45.97	56.18

Schedule C—Summary of Monetary Allowances

See clause 17—Allowances for full details of allowances payable under this award.

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

C.1 Wage-related allowances:

C.1.1 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 15—Minimum rates = **\$791.10**.

Allowance	Clause	% of standard rate	\$	Payable
Broken shift allowance:	17.2(b)	0.458	3.62	per day
Maximum per week	17.2(c)	2.29	18.12	per week
Cold work allowance	17.3(a)	0.067	0.53	per hour
Hot work allowance:				
46°C to 54°C	17.4(a)	0.067	0.53	per hour
Over 54°C	17.4(b)	0.081	0.64	per hour
Height allowance:				
Up to and including 22nd floor	17.5(b)(i)	0.108	0.85	per hour or part thereof
Above 22nd floor	17.5(b)(ii)	0.221	1.75	per hour or part thereof
First aid allowance	17.6(b)	1.64	12.97	per week
Leading hand in charge of:	17.7(b)			
1 to 10 employees		6.00	47.47	per week
11 to 20 employees		7.72	61.07	per week
More than 20 employees		9.44	74.68	per week
Refuse collection allowance	17.8(b)	0.456	3.61	per shift
Toilet cleaning allowance:	17.9			
Per week; OR		1.766	13.97	per week
Per shift		0.359	2.84	per shift

C.1.2 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.2 Expense-related allowances

Allowance	Clause	\$	Payable
Vehicle allowance—Motor vehicle	17.11(a)	0.78	per km
Vehicle allowance—Motorcycle	17.11(b)	0.26	per km
Meal allowance	17.10	13.46	per occasion

C.2.1 Adjustment of expense-related allowances

- (a) 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.
- (b) 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

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~4 weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—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—Part-day public holidays

Schedule H amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712190](#).

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 7.00 pm 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.2(f) applies, where an employee works any hours between 7.00 pm 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 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(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.

H.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

H.3H.4 This schedule is not intended to detract from or supplement the [NES](#).

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