

Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 AND LHMU CLEAN START UNION COLLECTIVE AGREEMENT 2009

PART A – APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the 'Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 and LHMU Clean Start Union Collective Agreement 2009'

2. ARRANGEMENT

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3. TERMS OF OPERATION

The terms of this Agreement shall apply in all States and Territories in Australia from the date referred to in Clause 4, to all employees employed by Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 to perform work pursuant to contracts for the cleaning of:

- 3.1** In all States and Territories other than the states of NSW (Sydney) and Victoria (Melbourne), 'Commercial Buildings' (as defined) located in the Central Business Districts of capital cities, as defined;
- 3.2** In the states of NSW (Sydney) and Victoria (Melbourne), 'Office Buildings' (as defined) located in the Central Business Districts of capital cities, as defined.

4. COMMENCEMENT

Subject to Clause 6:

- 4.1** Except in the State of QLD and subject to 4.3, this Agreement comes into operation on and from the seventh day after the Workplace Authority has notified its decision in relation to the agreement under subsection 346M(1); and expires on 1 July 2013.
- 4.2** In the State of QLD, subject to the threshold in 4.3 being met, this Agreement will commence on 1 March 2009.
- 4.3** Schedule A of this Agreement will not commence in each respective capital city in each State or Territory until agreement has been reached between the parties (or the AIRC has made a determination pursuant to clause 4.5) that the following thresholds have been met for that city:

- 4.3.1** That contractors cleaning at least 50% of the 'Cleaning Area' (as defined) of the capital city market of the respective State or Territory specified in 4.3.2 have become party to a Clean Start Collective Agreement with the LHMU, and
- 4.3.2** That each of the specific proportion of contractors in each respective capital city market listed below has become a party to (or signed) a Clean Start Collective Agreement with the LHMU:
- 4.3.2.1** Canberra (ACT): four of the following five:
- ISS Facility Services Australia
 - Spotless Group
 - City Group Cleaning
 - Rolfe Property Services
 - Rose Cleaning Services
- 4.3.2.2** Sydney (NSW): seven of the following nine:
- B.I.C Services
 - ISS Facility Services Australia
 - Swan Services
 - Glad Cleaning Services
 - Solutions Property Service
 - Ezko Property Services
 - Dimeo Cleaning Services
 - Assetlink Services
 - CleanDomain
- 4.3.2.3** Brisbane (QLD): four of the following five:
- ISS Facility Services Australia
 - Springmount Services
 - Professional Cleaning Services
 - Howard Services Group
 - Caruso Cleaning Services
- 4.3.2.4** Melbourne (VIC): five of the following six
- Consolidated Property Services,
 - Spotless Group,
 - Mutual Cleaning and Maintenance,
 - Demos Property Services
 - CleanDomain
 - ISS Facility Services Australia
- 4.3.2.5** Adelaide (SA): four of the following five
- ISS Facility Services Australia
 - Spotless Group
 - City Central Property Services
 - Phoenix Cleaning & Maintenance Services
 - Adams Cleaning & Maintenance Services
- 4.3.2.6** Darwin (NT): both of the following two
- Sterling Property Services
 - ISS Facility Services Australia
- 4.3.2.7** Perth (WA): five of the following six:
- Airlite Group
 - Cleandustrial Services
 - Linfoot Cleaning Services

- Fred Margaria Cleaning Services
- Arrix
- ISS Facility Services Australia

4.3.2.8 Hobart (TAS): Four of the following five:

- General & Window Cleaning
- ISS Facility Services Australia
- Spotless Group
- CleanDomain
- ABC Cleaning Services

4.4 At the request of an employee the LHMU is entitled to represent, the LHMU will be entitled, during the life of the Agreement, to initiate discussions with Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 where the **employee** reasonably believes that the conditions specified in 4.3 have been met Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 agrees to implement the provisions within Schedule A within 14 days of those conditions being met. **The rights conferred on the LHMU by this paragraph are subject to the operation of Part 15 of the Workplace Relations Act 1996 and/or Chapter 3, Part 3-4 of the Fair Work Act 2009.**

4.5 In the event that a dispute arises between an employee and Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 as to the matters referred to in 4.3 or 4.4, **the employee, or (if requested by the employee) the LHMU, or the employer** may refer the matter to the AIRC (or its successor hereto) for conciliation and if conciliation does not resolve the dispute, for arbitration.

4.6 To avoid doubt, the parties agree that it is intended in this clause to give the AIRC (or its successor hereto) power to determine any dispute concerning whether the conditions specified in 4.3 have in fact been met, and/or the operative date of commencement of Schedule A.

5. PARTIES BOUND

The parties to this Agreement are:

- 5.1** The Liquor Hospitality and Miscellaneous Union; and
- 5.2** Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 (the employer); and
- 5.3** This Agreement binds the employer in respect of all employees employed by the employer as referred to in clause 3 who are employed in the classifications set out in clause 30 of Schedule A.

6. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

6.1 So as to avoid doubt, until the commencement date of Schedule A of this Agreement as stipulated in clause 4, the parties intend that no employee will, as the result of the making of this Agreement, suffer any disadvantage as against their existing rights derived from an industrial instrument referred to in this clause.

6.2 The parties intend that the relevant industrial instrument (Federal Award, Notional Agreement Preserving State Award or Preserved State Agreement) that applied prior to the commencement of this agreement, and where appropriate, the Pay Scales (as varied from time to time) derived from them (Subdivisions H, I and K of Division 2 of Part 7 of the Act) will – with the exception of prohibited content within the meaning of section 356 of the Workplace Relations Act 1996 that may be contained in them - continue to determine the pay and conditions of employees covered by this Agreement until the commencement of Schedule A.

6.3 The terms and conditions of the industrial instruments referred in clauses 6.5 and 6.6 below are (with the exception of prohibited content within the meaning of section 356 of the Act that may be contained in them) incorporated into this Agreement.

6.4 The clauses which are not incorporated into this Agreement for the reason that they contain or may contain prohibited content are also set out in clauses 6.5 and 6.6.

6.5 Existing Awards (as varied):

6.5.1 Cleaning and Building Services Contractors NAPSA (NSW)

But excluding clauses 2(iii)(b), 2(ix), 3(vi), 5.1, 5.2, 5.5, 5(ii)(a), 5(ii)(b), 6(v)(c)2, 7A, 14(iv)(a), 14(v)(b), 18(i), 18(ii)(b), 18(iii), 22(vi)(d), 26(i)(b), 29, 30, 37(b), 37(iii)(c), 37(v)(b), 37(v)(d), 37(vi)(b), 37(viii), 39.

6.5.2 Contract Cleaning Industry NAPSA (QLD)

But excluding clauses 2.1.2, 3.1.2, 3.2.4, 4.2 paragraph 3, 4.8.1a, 4.8.2a, 4.8.2c, 4.9.1a, 4.9.1c, 4.10b, 5.4.1, 5.6.6c iv, 6.1b, 6.1c, 6.1d ii, Part 11, Schedule A.

6.5.3 Building Services (Victoria) Award

But excluding clauses 10.1, 11.2.1, 11.2.3, 11.9.1, 11.9.4, 11.9.5, 11.9.7, 11.10, 11.11.2, 21.3.3, 21.3.4, 21.3.5, 21.3.6, 21.3.7, 21.3.8, **31.5**, Appendix C – 8.2, 8.4,

6.5.4 Caretakers and Cleaners NAPSA (SA)

But excluding clauses 2.1.5, 3.1.1.1, 3.1.2, 3.2.1.4, 3.2.1.5, 3.2.1.8, 4.4.2.1, 4.4.2.2, 6.1.9.2, 7.8, S3.4(a), S3.5.2.

6.5.5 Contract Cleaners NAPSA (WA)

But excluding clauses 6(2), 6(4)(b)(ii)(aa), 6(4)(b)(ii)(bb), 6(4)(c), 6(7), 11, 15(2), 18, 24(3), 26(2)(a)iv), 26(4)(c), 26(9)(i), 26(9)(iii), 29(2), 29(4)(d), 29(4)(e), **Appendix S.49B..**

6.5.6 Cleaning (Building and Property Services) Award (ACT)

But excluding clauses 6.3, 9.1, 10.2.2, 11.3, 11.7.2, 14.3, 18.5.7, 21.4.1, 21.5.2, 26.2.3, **37.2**, Schedule C-3.2.

6.5.7 Cleaning and Property Services NAPSA (TAS)

But excluding clauses 8(d)(iv), 8(d)(v)(2), 13(b), 18((a)(iii), 18(d)(ii), 18(g)(iii), 18(g)(x)(4), 22(d), 22(f)(iii), 24(a), 24(b), 24(c), 27, 30(b)(iii), 31(b), 33(e).

6.5.8 Cleaning Contractors (Hygiene and Pollution Control) Industry NT Award

But excluding clauses 10.2, 11.2, 11.3, 11.4, 11.5, 11.8.2, 16.5.1, 19.4.1, 19.5.2, 29.15.1(a), 38.11, **38.14**.

6.6 Existing Agreements:

6.6.1 Building Service Contractors Association of Australia – Queensland Division Certified Agreement 2005 (CA/2006/61).

But excluding clauses 2.1.7(d)(i), 2.1.7(e)(ii), 2.2(b), 2.3(a), 2.4(f), 2.4(g), 2.4(j), 3.5.5, 3.6.1, 3.6.3, 4.2.4, **5.10(4)**, 5.4.2, 6.1, 6.2, 6.3, 6.4

6.6.2 Glad Cleaning Union Greenfield Agreement 2007 (Agreement number: 071861405) **but excluding clause 4.**

6.6.3 Allcorp Services Power Station (Tarong and Wivenhoe) Employees and Others Certified Agreement 2005 (CA/2005/636) **but excluding clause 5.10(4),.**

But excluding clauses 2.2, 2.6(vi) and the reference to 2.6(vi) in 2.6(vii)

6.7 Once Schedule A operates, its terms will apply in lieu of all of the existing Awards and Agreements listed in clauses 6.2.2 and 6.2.3, except for those Award and Agreement terms specifically set out in Appendix 4 of Schedule A.

7. POSTING OF AGREEMENT

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

8. DEFINITIONS

8.1 **Act** means the *Workplace Relations Act 1996*, as amended from time to time.

8.2 **Agreement** means the Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 and LHMU Clean Start Union Collective Agreement 2009.

8.3 **Central Business Districts** means:

8.3.1 Canberra (Australian Capital Territory):

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

8.3.1.2 **Non-Civic:** defined as the areas of Airport, Barton, Belconnen, Braddon, Bruce, Campbell, Deakin, Dickson, Forrest, Fyshwick, Griffith, Gungahlin, Kingston, Lyneham, Mawson, Mitchell, Parkes, Phillip, Reid, Russell, Symonston, Tuggeranong, Turner, Weston and Yarralumla. The boundaries for sublocales are defined as per suburban boundaries.

8.3.2 Sydney (New South Wales):

8.3.2.1 **Sydney CBD:** the area bounded by Harris Street in the west, Lee Street/Eddy Avenue/Foveaux Street in the south, Crown Street/St Marys Road/Hospital Road/Macquarie Street in the east and the Sydney waterfront to the north (including Darling Harbour, the Rocks and Circular Quay).

8.3.2.2 **North Sydney:** the area bounded by the Warringah Freeway in the east, Falcon Street in the north, the Pacific Highway/Bay Road/Carr Street in the west and the waterfront in the south (including McMahon's Point and Milsons Point).

8.3.2.3 **Chatswood:** the area bounded by the Pacific Highway in the west, Albert/Victoria Avenues in the south-east, Penshurst Street in the north-east and Boundary Street in the north-west.

8.3.2.4 **Parramatta:** the area bounded by O'Connell/Pitt Streets in the west, Boundary/Raymond/Cambridge/Allen Streets in the south, Harris/Macarthur/Buller Streets in the east, and Albert Street in the north.

8.3.3 Brisbane (Queensland):

- 8.3.3.1 Brisbane CBD: the area bounded by Saul/Roma/Albert Streets in the north-west, Wickham Terrace/Turbot Street/Boundary Street in the north-east, and the Brisbane River curving around from the William Jolly Bridge in the north-west to the Story Bridge in the north-east.
- 8.3.3.2 Brisbane Near City: defined as the areas of Toowong, Milton, Spring Hill, Fortitude Valley, Bowen Hills, Newstead and New Farm to the north of the Brisbane River, and West End, South Brisbane, Woolloongabba, Kangaroo Point, East Brisbane and Greenslopes to the south of the Brisbane River. The boundaries for sublocales are defined as per suburban boundaries.
- 8.3.3.3 Upper Mount Gravatt & Macgregor: defined as the commercial precinct of Upper Mount Gravatt and Macgregor.
- 8.3.3.4 Chermside: defined as the commercial precinct of Chermside.

8.3.4 Melbourne (Victoria):

- 8.3.4.1 Melbourne CBD: the area bounded by Spencer Street in the west, Dudley/Peel/Victoria Streets in north, Spring Street in the east and the Yarra River in the south.
- 8.3.4.2 Docklands: the area bounded by Spencer Street in the east, the Yarra River/Lorimer Street in the south, Bolte Bridge in the west and Footscray Road/Docklands Highway/Dudley Street in the north.
- 8.3.4.3 Southbank: the area bounded by the Yarra River in the north, St Kilda Road/Wadey Street/Wells Street/Palmerston Crescent in the east, Kings Way/Bank Street/Tope Street/Market Street/City Road in the south, and Montague Street/Docklands Highway in the west.
- 8.3.4.4 St Kilda Road: the area bounded by Punt Road in the east, Toorak Road//St Kilda Road in the north-east, Coventry Street/Wells Street/Palmerston Crescent/Raglan Street in the north-west, and Moray Street/Albert Road/Queens Road in the south-west.

8.3.5 Adelaide (South Australia):

- 8.3.5.1 Adelaide CBD: the area bounded by North Terrace (including Riverside Terrace and the ASER Complex) in the north, East Terrace/Hutt Street in the east, South Terrace in the south and West Terrace in the west.

8.3.6 Darwin (Northern Territory):

- 8.3.6.1 Darwin CBD: the area bounded by The Esplanade in the south-west, Daly Street in the north-west, McMinn Street in the north-east and the Darwin City Waterfront in the south-east.

8.3.7 Perth (Western Australia):

- 8.3.7.1 Perth CBD: defined as the area bounded by Riverside Drive in the south, Mitchell Freeway in the west, Graham Farmer Freeway in the north and the Swan River in the east.
- 8.3.7.2 West Perth: defined as the area bounded by Kings Park Road/Malcolm Street in the south, Mitchell Freeway in the east, Roe/Railway Streets in the north and Thomas Street in the west.

8.3.8 Hobart (Tasmania):

- 8.3.8.1 Hobart CBD: the area bounded by Molle Street/Davey Street/Hampden Road in the south-west, Melville Street in the north-west, Brooker Avenue/Hunter Street in the north east and the Harbour in the south-west.
- 8.3.8.2 University of Tasmania, Sandy Bay Campus.

- 8.4 Commercial Building** is a type of building that is used for commercial activities. A 'commercial building' can include, but is not limited to, office buildings, retail centres, tertiary institutions or public buildings such as libraries, museums, galleries, convention centres and transport stations, but excluding government and non-government schools.
- 8.5 Employee** means an employee employed by the employer pursuant to clause 5.3.
- 8.6 Employer** means the entity referred to in clause 5.2.
- 8.7 Office Building** is a form of commercial building which contains spaces mainly designed to be used for offices. The principal purpose of an 'office building' is to provide a workplace and working environment primarily for administrative, professional and managerial workers. 'Office building' also includes mixed-use buildings, which are comprised of both office and retail space.
- 8.8 Union** means the Liquor Hospitality and Miscellaneous Union.

9. ANTI-DISCRIMINATION

- 9.1** It is the intention of the parties to this Agreement to achieve the principle object in section 3(m) of the Workplace Relations Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2** Accordingly, in fulfilling their obligations under the dispute settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3** Nothing in this clause is taken to affect:
- 9.3.1** any different treatment (or treatment having different effect) which is specifically exempted under State or Commonwealth anti-discrimination legislation;
 - 9.3.2** Until considered and determined further, the payment of different wages for employees who have not reached a particular age;
 - 9.3.3** An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal opportunity Commission;

10. SAVINGS CLAUSE

- 10.1** In accordance with s.172(2) of the Workplace Relations Act 1996, any Australian Fair Pay and Conditions ("AFPC") Standard which provides a more favourable outcome for an employee in a particular respect will prevail over this Agreement.
- 10.2** A term of a contract of employment that is more beneficial to an employee than the corresponding term of this Agreement is to prevail over the corresponding term of the Agreement.
- 10.3** No employee shall be paid at a rate of pay below the applicable Australian Pay and Classification Scale (APCS) for the relevant classification.

SCHEDULE A: A FAIR CONTRACT CLEANING INDUSTRY

11. ARRANGEMENT OF SCHEDULE

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A FAIR CONTRACT CLEANING INDUSTRY

Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 and the LHMU acknowledge that the Clean Start – Fair Deal for Cleaners campaign has highlighted the need for reform in the contract cleaning industry and agree to the implementation of the industry standards included in this Agreement. The parties agree to continue to work together to encourage the development of a quality focused industry that provides good jobs for employees.

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

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

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

FAIR PAY – improve employees' wage rates through annual increases and establish a national rate over time

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

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

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

FAIR RIGHTS – establish effective dispute resolution procedures to solve workplace issues

12. DEFINITIONS

12.1 Act means the *Workplace Relations Act 1996*, as amended from time to time.

12.2 Agreement means the Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 and LHMU Clean Start Union Collective Agreement 2009.

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

12.4 Chosen Representative means a person, or organisation that an employee has chosen to represent them. This may include, but is not limited to the LHMU, colleague or confidant.

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

12.6 Commission means the Australian Industrial Relations Commission or any successor thereto.

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

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

12.7.2 Any absence from work of not more than ninety days in the year of employment on account of sickness or accident;

12.7.3 Any absence on account of leave granted imposed or agreed to by the employer;

12.7.4 Any authorised absence on any other account not involving termination of employment;

12.8 Immediate family means an employee's:

12.8.1 Spouse, de facto spouse, former spouse, former de facto spouse, whether or not such person is of the same sex as the employee;

12.8.2 Grandparents, grandparents in-law; parents and parents in-law;

12.8.3 Siblings, step-siblings, siblings and step-siblings of spouse, de facto spouse, former spouse, former de facto spouse whether or not such person is the same sex as the employee;

12.8.4 Child, adult child, adopted child, step-child, ex-nuptial child and grand-child;

12.8.5 Household member.

12.9 Ordinary pay in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:

12.9.1 Over Agreement payments (if any) for ordinary hours of work;

12.9.2 Leading hand allowance;

12.9.3 First aid allowance;

12.9.4 Shift work premiums, according to roster or projected roster;

12.9.5 Saturday and Sunday premiums according to roster or projected roster;

12.9.6 Where the employee is provided with board or lodging by the Employer, the cash values of the board and lodging.

12.9.7 For the purposes of the definition of **ordinary pay**, where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work for an employee for a period or periods of annual leave shall be deemed to be the employee's average weekly number of hours worked during the period in respect of which the right to the annual leave accrues.

12.10 Shift worker means an employee who is available for roster for 7 days a week and who regularly works on Sundays and/or public holidays. Save and except that:

12.10.1 In ACT and NSW, a Shift Worker means an employee who works Saturdays and/or Sundays.

12.10.2 In South Australia a Shift Worker means an employee who works after 10.00pm or on 7 days of the week on a regular basis

12.11 Union means the Liquor Hospitality and Miscellaneous Union.

12.12 Week in relation to any employee means the employee's ordinary working week.

DIVISION 1 – FAIR TREATMENT

13. RESPECT IN THE WORKPLACE

13.1 Commitment of the Parties

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

13.2 Employer Obligation

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

13.2.2 On commencement of this Agreement, the employer will provide all employees with a statement outlining their obligation and commitment to treat cleaners with respect. This statement is titled 'the cleaners charter' and is included as Appendix 5 of this Agreement. The employer will also provide this document to all future employees engaged under the terms of this Agreement.

13.2.3 In addition, the employer will require all supervisors and managers to attend a one hour briefing within one month of the commencement of this Agreement to ensure full organisational compliance with the commitment stipulated in 13.1.

13.3 Employee Facilities

13.3.1 In accordance with the obligation set out in 13.2.1, the employer will ensure all employees have access to adequate facilities before, during and after their shifts.

13.3.2 So as to avoid confusion, adequate facilities shall include, but not be limited to:

13.3.2.1 A notice board erected in an area designated for the employees in order to facilitate effective communication to employees

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

13.3.2.3 Where practicable, a separate, private space in which employees may change into company uniform and spend their breaks;

14. EMPLOYMENT CATEGORIES

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

14.1 Permanent employment

14.1.1 The employer agrees to maximise the use of permanent staff and to only make use of casual employees in the circumstances set out in clause 14.2.

14.1.2 The employer will categorise permanent employees as either:

14.1.2.1 Full-time; or

14.1.2.2 Part-time.

14.2 Casual Employment

14.2.1 A casual employee is an employee who is paid by the hour in accordance with clause 33 and who is engaged to either:

14.2.1.1 relieve a part-time or full-time employee whilst they are on annual leave, sick leave, personal carer's leave, workers' compensation, leave without pay or parental leave; or

14.2.1.2 carry out work in emergency circumstances where the employer is unable to offer this work to a permanent employee; or

14.2.1.3 where the work required to be done is of a sporadic, or ad-hoc nature.

14.2.2 All casual employees shall be engaged for a minimum engagement as set out in clause 21.

15. PROBATIONARY AND QUALIFYING PERIOD

15.1 Except after change of contract (as defined in clause 12), those employees employed on either a full or part time basis are required to serve a **probationary and qualifying period** on commencement of employment.

15.2 The length of this **probationary period** is 3 months from the commencement date of employment. The employer must notify employees in writing on engagement of the length of the **probationary period**.

15.3 During the **probationary period**, the notice of termination of employment provisions of clause 49 will not apply, and the employer and/or the employee may terminate the employment relationship by giving the other 24 hours notice.

15.4 The employer must also notify all new employees in writing on engagement that, for the purposes of section 643(7) of the Act, the **qualifying period** of employment is 3 months.

NOTE: During the **qualifying period**, an employee is not entitled to apply to the Australian Industrial Relations Commission or any successor thereto for relief in respect of termination of employment.

16. LETTER OF APPOINTMENT

16.1 Each employee employed under this agreement shall receive on engagement a letter of appointment including the following information:

16.1.1 that the employer and the LHMU are parties to this collective agreement, which sets out their minimum terms and conditions of employment;

16.1.2 the initial place or places of work, with a clear statement that the location of work covered by this Agreement may only be changed upon a minimum of seven days notice. Any decision regarding an employee's new location will be subject to the company's operating requirements and the personal circumstances of the employee (e.g. reasonable distance to new location);

16.1.3 weekly number and pattern of hours including the days of the week and starting finishing times;

16.1.4 classification;

16.1.5 job title;

16.1.6 employment status (full-time, part-time or casual)

16.1.7 the matters referred to in Clause 15;

16.2 In preparing the letter the employer will have regard to the language skills of the respective employee.

16.3 Variations

16.3.1 Any variation to any term of an employee's letter of appointment other than arising from clause 16.1.2 is to be mutually agreed and recorded in writing by the employer.

16.4 Nothing in this clause shall limit the ability of a part-time employee to agree to work an additional shift at ordinary rates of pay, save for any other entitlements or limitations prescribed by or provided for in this Agreement.

17. INDUCTION AND TRAINING

The parties acknowledge the benefits of effective induction, training in the use of equipment and the performance of cleaning tasks, and instruction in occupational health and safety practices for all new employees.

17.1 Off-site Induction

17.1.1 The employer will provide all new and prospective employees with at least a one hour induction that is to occur before the commencement of on-the-job duties or training. This induction will be held on a group basis (where practicable) and provide training and information on:

17.1.1.1 The employers employment policies;

17.1.1.2 Conditions of employment and service, including grievance procedures;

17.1.1.3 Lines of authority and accountability;

17.1.1.4 The specific tasks expected of each employee and how they are to be completed in practice; and

17.1.1.5 The occupational health and safety policies of the employer, particular hazards associated with the job, control measures applicable to each hazard and procedures for controlling and preventing hazards in the workplace.

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

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

17.2 On the job training

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT

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

DIVISION 2 – FAIR HOURS

19. COMMITMENT OF PARTIES

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

20. HOURS OF WORK

20.1 Permanent employees

20.1.1 The ordinary working hours for permanent employees (as defined in clause 14.1) shall be an average of 38 hours per week to be worked on one of the following bases:

20.1.1.1 As 38 hours per 7 day cycle; or

20.1.1.2 As 76 hours per 14 day cycle

20.1.2 Each employee shall be entitled to two full days off within each seven day cycle and such days off shall be consecutive.

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

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

20.1.4.1 Where an employer requires an employee to continue or resume work without allowing the employee to have eight consecutive hours off duty, the employer must pay the employee at overtime rates until the employee is released from duty for at least eight consecutive hours.

20.2 Part-time employees only

20.2.1 A part-time employee is an employee who:

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

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

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

21. MINIMUM ENGAGEMENT

21.1 The employer may roster employees for the following minimum engagement periods, but in the event that the employer does not require employees to work for the full period of the minimum engagement, the employer must pay employees as if they had worked the minimum period.

21.2 Except for in the state of Tasmania, where only one employee is engaged at a small stand alone location (with a total cleaning area (as defined) of 300 square metres or less), and where it is not practicable for a longer shift to be worked across two or more locations, the minimum engagement shall be for 1 hour.

21.3 Where employees are engaged at a location (with a total cleaning area (as defined) of up to 2000 square metres) the minimum engagement shall be for 2 hours.

21.4 Where employees are engaged at a location (with a total cleaning area (as defined) of 2000 to 5000 square metres) the minimum engagement shall be for 3 hours.

21.5 Where employees are engaged at a location (with the total cleaning area (as defined) of more than 5000 square metres) the minimum engagement shall be four hours

22. MEAL BREAK AND REST PAUSE

22.1 Meal break

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

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

22.2 Rest pause

22.2.1 Employees who are rostered to work more than four hours on any one day or shift shall receive a ten minute rest pause during the first half of their day or shift.

22.2.2 Employees shall receive a further paid ten minute rest pause during the second four hours of their day or shift.

23. ROSTERING

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

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

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

23.3.1 For the purposes of 23.3, 'emergency' does not include:

23.3.1.1 The absence from work of a fellow employee; or

23.3.1.2 Any other reasonably foreseeable circumstance.

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

24. EXTENDED HOURS

24.1 Statement of Intent

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

24.2 Sites for Extended Hour Shifts

The employer agrees that it will use best endeavours to introduce shifts greater than the minimum hours provided for in clause 21 for cleaners in specific buildings during the life of this agreement. In addition, the employer agrees to hold a review of the success of this process one year after the commencement of this agreement, as stipulated in clause 4.

24.3 Extended Hours Procedure: Expression of Interest

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

24.4 Provisions

- 24.4.1** Employees who have expressed an interest in writing to increase their hours, will be eligible to increase their hours of employment by accessing hours when they become available due to:
 - 24.4.1.1** The separation of employment (retirement, resignation, or dismissal etc) of an existing employee or where a employee voluntarily requests a reduction of hours;
 - 24.4.1.2** Additional hours being made available voluntarily by the employer;
 - 24.4.1.3** The absence of a permanent employee due to authorised leave, workers' compensation etc.
- 24.4.2** The employer will provide written notification to the employee of their eligibility for an increase in hours by the employer when such hours become available.
- 24.4.3** Where hours become available and more than one employee in a building has expressed an interest in writing to increase their hours, the employer will, where practicable, apply any increase in hours equitably, or as agreed between the relevant employees, taking into account the previous work experience and availability of the employee. Equitable allocation is determined as an equal increase in hours e.g. if 10 hours are available and there are 5 eligible employees, then each employee would receive 2 additional hours.
- 24.4.4** Where after consultation with the employee/s concerned, the employer requires an alternative allocation of hours as a result of operational factors; the employer must notify the affected employees in writing of the reasons for the alternative allocation.

DIVISION 3 – FAIR WORKLOAD AND SAFETY

25. COMMITMENT OF PARTIES

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

26. WORKLOAD MANAGEMENT

26.1 Employers Obligation

- 26.1.1** The Employer will ensure that staffing levels are reasonable.
- 26.1.2** In deciding what is reasonable, the employer should have regard to:

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

27. DUTY SCHEDULE

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

- 27.1.1** The specific tasks that are to be performed on each individual floor, which could include, but is not limited to, number of toilets, vacuuming, emptying bins, dusting etc.
- 27.1.2** Each employee shall be informed in writing of which floor, floors or part thereof they are allocated to clean;
- 27.2** The employer will ensure that duty schedules are reasonably able to be undertaken in the hours worked by each respective employee.

28. WORKPLACE HEALTH AND SAFETY

28.1 Commitment

- 28.1.1** The parties to this agreement are committed to a safe and healthy work environment.
- 28.1.2** To this end the parties commit to the principles outlined in their respective state Occupational Health and Safety legislation and will manage risk by elimination, substitution, separation, redesign, administration and personal protective equipment where appropriate.

28.2 Health and Safety Representatives

- 28.2.1** The parties to this agreement recognise the important role that Workplace Health and Safety Officers and Workplace Health and Safety Representatives play in risk management.
- 28.2.2** Employees will elect workplace health and safety representatives at their places of work in accordance with applicable state legislation.

DIVISION 4 – FAIR WAGES

29. COMMITMENT OF PARTIES

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

30. CLASSIFICATIONS

30.1 Classifications

- 30.1.1** All employees shall be classified according to the following classification definitions and paid as such.
- 30.1.2** A **Building Service Employee Grade One (BSE 1)** is an employee who at the completion of their training and induction in accordance with clause 17 is capable of performing work within the scope of this level. Such an employee performs those tasks customarily performed by cleaners utilising a

range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.

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

- vacuuming and spot cleaning of carpets and soft furnishings;
- sweeping and mopping;
- toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 36.6)
- rubbish collection;
- cleaning of glass, both internal and external;
- dusting of hard surfaces

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

- Carrying out those roles expected of a Leading Hand (and is paid the allowance as stipulated in clause 36);
- Ordering supplies and receiving deliveries;
- Carpet Cleaning;
- Operating "ride on" powered machinery;
- Operating steam cleaning and pressure washing equipment on the exterior of buildings;
- Distribution of toilet and other requisites and cleaning materials in buildings;
- The performance of customer or public relations duties as required;
- Assisting in the provision of on-the-job training;
- Minor maintenance duties incidental and/or peripheral to cleaning (and of a non-trade nature);
- The application of sealer/finish.

30.1.4 A Building Service Employee Grade Three (BSE 3) is either:

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

- Ensuring that proper maintenance procedures for building plant and equipment are observed;
- the arrangement of service calls to ensure that building plant is operating correctly;
- dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;
- co-ordination of the work with Leading Hands of all cleaners
- handling routine personnel, industrial relations and health and safety matters; or

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

31. WAGE RATES

31.1 All employees

31.1.1 Subject to clause 31.1.2, all employees shall be paid the 'FT' rate as set out in the applicable Wages table in Appendix 1 of this Agreement for their respective classification and state.

31.1.2 Where an employee is classified as a part-time worker (as defined in clause 20.2) and the 'PT' rate listed in Appendix 1 for their respective classification and state is higher than the 'FT' rate, the 'PT' rate will apply.

31.1.3 The wages of employees will be increased on those dates as stipulated in the applicable Wages Table in Appendix 1. Where an annual increase decided by the AFPC, or any successor thereto, is higher than an annual increase in Appendix 1, it shall apply.

31.2 Employees employed under fixed price cleaning contracts only

31.2.1 Subject to 31.2.3 and 31.2.4, for employees employed by the employer under a 'fixed price cleaning contract' (as at 13 October 2008), wages table 2 in Appendix 1 will apply.

31.2.2 The parties will keep an agreed schedule of those contracts which are fixed price.

31.2.3 The applicable wages within wages table 1 in Appendix 1 will only apply to fixed price contracts when the first of the following events occur:

31.2.3.1 the subject contract is renegotiated;

31.2.3.2 the subject contract is renewed; or

31.2.3.3 the date reaches 1 July 2011.

31.2.4 So as to avoid doubt, where the employer enters into a new 'fixed price cleaning contract' during the course of this Agreement, the applicable wages within wages table 1 in Appendix 1 will apply to the employees employed under that contract immediately.

31.3 Western Australian Employees only

The LHMU will be entitled, during the life of the Agreement, to initiate discussions with the employer in the event that the Western Australian Government agrees to increase wage rates for cleaners engaged on Government contracts to levels above those in Wages Table 1. Upon the LHMU satisfying the employer of this fact, the employer agrees to implement those higher wage rates for all of the employees covered by this Agreement in lieu of the rates set out in Wages Table 1.

32. SHIFT WORK

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

32.1.1 In the states of New South Wales and Tasmania, an employee who works hours that attract the above loading shall be paid the 'PT shift' rate in the applicable wages table in Appendix 1 in lieu of the 15% loading.

32.1.2 In the State of Victoria, the shift period for employees shall be from 5.00pm for part time employees and 5.30pm for full time employees. Early morning shift shall commence at or before 7am for part time employees and before 7am for full time employees and shift loading shall be paid for all work done up to 9am. Permanent night shift workers i.e. those employee who work non rotating shifts commencing at or before midnight and finishing at or before 8am (or where the majority of hours are worked within this span) shall be paid a loading of 30%.

32.1.3 In the State of South Australia, and employee working permanent night shift (defined as those hours between 5.30 pm and 7.30 am on the following day) shall be paid the 'PT night' rate in the applicable wages table in Appendix 1.

33. CASUAL LOADING

- 33.1** Subject to clause 33.2, casual employees shall be paid, in addition to any allowances, additional payments, and rates payable for shift and weekend work as on the same basis as applies to part-time employees, a loading equal to 25% of the ordinary hourly rate for the classification under which they are employed.
- 33.2** The casual loading for employees in Tasmania, in addition to any allowances, additional payments, and rates payable for shift and weekend work as on the same basis as applies to part-time employees, shall be 25% of the PT rate within the relevant wages table in Appendix 1.

34. WORK ON WEEKENDS AND PUBLIC HOLIDAYS

- 34.1** All employees are entitled to the following;

34.1.1 Saturday work

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

34.1.2 Sunday work

- 34.1.2.1** Except for in the state of NSW, for all hours worked between midnight Saturday and midnight Sunday an employee shall be paid twice the ordinary hourly rate for their appropriate classification.
- 34.1.2.2** In the state of NSW up until 1 July 2012, for all hours worked between midnight Saturday and midnight Sunday an employee shall be paid time and three quarters the ordinary hourly rate for their appropriate classification. After 1 July 2012, employees shall be paid twice the ordinary hourly rate for their appropriate classification.

34.1.3 Public holiday work

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

35. OVERTIME

- 35.1** Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 35.2** The employer will pay overtime to employees who:
- 35.2.1** Subject to 35.2.4 and 35.2.5, work more than 38 hours in the weekly cycle of hours or 76 hours in the fortnightly cycle of hours;
- 35.2.2** Subject to 35.2.4 and 35.2.5, work more than 10 hours on any day or shift; and
- 35.2.3** Are directed to work hours additional to their rostered shift.
- 35.2.4** Provided that clauses 35.2.1 and 35.2.2 shall not apply to employees in South Australia who are entitled to be paid overtime for all time worked in excess of 8 or eight hours per day;
- 35.2.5** Provided that clauses 35.2.1 and 35.2.2 shall not apply to employees in the State of Victoria who are entitled to be paid overtime for all time worked in excess of 7.6 hours per day, 38 hours per week or more than 5 days per week.
- 35.3 Part Time Employees – Additional Hours**

- 35.3.1** By mutual agreement the employer and a part time employee may work additional hours at ordinary pay rates subject to 35.2.1 and 35.2.2 above, up to 38 hours a week or 76 hours a fortnight.
- 35.3.2** Employees will complete a form indicating their agreement to work the additional hours at ordinary pay rates. Agreement to work such additional hours can be withdrawn by the employee at any time upon receipt of a completed withdrawal form provided to the employer. Such agreement or termination thereof shall be in writing and recorded in the employers time and wages records.

36. ALLOWANCES

36.1 Annual Increase of Allowances

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

36.2 Expense Reimbursement

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

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

36.3 Uniform allowance

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

36.4 Leading hand allowance

- 36.4.1** Subject to sub-clauses 36.4.2 and 36.4.3, employees placed in charge of other employees shall be paid the following amounts in addition to any other amounts payable under this Agreement:

	\$ Per week
1 to 10 employees	35.00
11 to 20 employees	45.00
Over 20 employees	55.00

- 36.4.2** From the date of commencement of this agreement, to 30 June 2010, only an employee working at classification level BSE1 or BSE 2 who is a designated Leading Hand shall be paid the above allowance.

- 36.4.3** Commencing from the first pay period on or after 1 July 2010, only an employee working at classification level BSE 2 or BSE 3 is able to be designated a Leading Hand in all States and Territories and paid the allowance accordingly.

36.5 Meal allowance

An employee required to work an additional two hours without being notified on the previous day or earlier that he/she will be so required to work shall be paid a meal allowance of \$14.10 or supplied with a meal in lieu thereof.

36.6 Toilet, offensive cleaning and refuse allowance

36.6.1 Subject to clause 36.6.2, an employee required to undertake cleaning of an offensive nature (eg blood or other significantly offensive bodily fluids) during any shift, or who is engaged to clean toilets or partake in refuse disposal (sorting or feeding of incinerators, furnaces, crushers or compactors) for the majority of their shift, will be paid an additional amount of \$4.00 for that shift.

36.6.2 In NSW, an employee who is not entitled to the allowance in 36.6.1 but whose duties include cleaning 1 to 10 toilet cubicles and/or urinals per shift will be paid an additional amount of \$2.15 for that shift.

36.7 Employee using own transport

An employee who by agreement with the employer uses his/her own motor vehicle in the course of the work shall be paid an allowance of \$0.70 per kilometre travelled. This rate will be maintained in line with the private motoring sub-sector of the Consumer Price Index.

36.8 Travelling time and fares

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

36.9 Broken shift allowance

An employee who is required to work two shifts in one day or period of duty (excluding meal breaks) shall be paid an additional allowance of \$5.09 per day.

36.10 First Aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St. John Ambulance or a similar body shall be paid an amount of \$12.22 per week if he or she is appointed in writing by their employer to perform first-aid duty.

37. PAYMENT OF WAGES

37.1 Wages shall be paid either weekly or fortnightly at the discretion of the employer and may be averaged over an agreed cycle up to four weeks. Payment shall be made to the employee on a specified day in each pay week.

37.2 The employer may elect to pay wages either in cash or by electronic funds transfer into an account nominated by the employee with a bank or other financial institution.

37.3 In the event of there being a delay in the making of the payment mentioned in this clause to the day following, for which the employer is responsible, an employee shall be paid at the ordinary rates for all time the employee is kept waiting.

37.4 Where a public holiday falls on the normal pay day or the day following the normal pay day, the wages shall be paid on the ordinary working day preceding the normal pay day, or on another day if agreed between an employer and an employee.

38. SUPERANNUATION

38.1 Fund

38.1.1 For the purposes of this Agreement contributions made by the employer in accordance with the provisions of 38.3 (Contributions) of this clause, shall be paid to AustralianSuper.

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

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

38.1.2.2 acceptance by the Trustees of AustralianSuper of the Admission Agreement

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

38.2 Eligibility of employees

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

38.2.2 Subject to 38.2.1 an employee shall be enrolled in AustralianSuper upon the acceptance by Australian Super of a membership application form and shall, subject to the approval of the Trustees, be deemed to be a member of the scheme from the day of commencement of employment.

38.3 Contributions

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

38.3.1.1 the level of contribution is 9% of ordinary time earnings, only for employees earning above the minimum earnings based threshold.

38.3.1.2 The minimum earnings base threshold is currently \$450.00 per month.

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

38.3.3 The employer will pay each month to AustralianSuper all contributions required by 38.3.1, plus other employer contributions including those made under salary sacrifice arrangements.

38.4 Compliance

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

39. WORKERS COMPENSATION

Subject to the applicable clause in the Building Services (Victoria) Award being preserved by Appendix 4, the relevant Accident Compensation Act that applies in the respective State or Territory will apply to any employee who has an accident at his/her place of work.

DIVISION 5 – FAIR LEAVE

PART 6 – LEAVE

40. COMMITMENT OF PARTIES

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

41. ANNUAL LEAVE

41.1 Period of leave

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

41.2 Additional provisions – shift workers

In addition to the annual leave entitlement prescribed in 41.1, Shift Workers (as defined in clause 12) shall be allowed an additional one week's annual leave including non-working days. Annual leave loading shall be payable for such additional leave on the basis prescribed in 41.3.

41.3 Loading on annual leave

41.3.1 Subject to this clause, an employee who proceeds on annual leave shall receive a loading of 17.5% calculated on ordinary pay as defined in clause 12.

41.3.2 However, where the employee would have received shift, Saturday or Sunday premiums according to roster or projected roster had he/she not been on leave during the relevant period and such premiums would have entitled the employee to a greater amount of weekly earnings than provided for in 41.3.1, then the shift, Saturday or Sunday premiums shall be in lieu of the 17.5% loading.

41.4 How to Calculate the Leave Entitlement

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

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

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

41.5 Method of taking leave

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

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

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

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

41.5.4 The employer must not unreasonably:

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

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

41.6 Leave allowed before due date

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

41.7 Public holidays falling within annual leave

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

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

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

41.8 Payment for accrued leave on termination

41.8.1 An employee must take annual leave. However, if the employee leaves or is dismissed, the employer must pay the employee any leave entitlement accrued in accordance with 41.1 or 41.2. This payment shall include:

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

41.8.1.2 subject to 41.8.1.3 and 41.8.1.4, payment of leave loading for all leave the employee has accrued but not taken with respect to completed years of service;

41.8.1.3 in the states of ACT, QLD and Tasmania, payment of annual leave loading is to be on all those periods of leave so accrued; and

41.8.1.4 in the state of NSW, when the employment of an employee terminates for a cause other than misconduct or resignation, payment of annual leave loading is to be on all those periods of leave so accrued.

41.9 Annual close down

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

41.9.1 The employer must give in writing to the employees six weeks notice (or in the case of an employee engaged after the giving of such notice, upon engagement) of the intention to apply the provisions of this subclause.

41.9.2 Any employee who at the date of closing is entitled to annual leave shall be given such leave commencing from the date of the close-down.

- 41.9.3** Any employee who at the date of close-down is not entitled to annual leave shall be paid 1/12th of the ordinary pay for the period between engagement and the date of the close-down. Such an employee shall be employed, where practicable, at another of the employers' sites for the balance of the period of the close-down.
- 41.9.4** The close-down period shall be limited to a maximum of four weeks, plus any public holidays, falling during the period of the close-down.
- 41.9.5** All public holidays falling during a close-down period shall be added to the period of paid leave.
- 41.9.6** In this subclause **date of closing** in relation to each employee means the first day of the employees annual leave pursuant to this subclause.

42. PERSONAL LEAVE

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

42.1 Amount of paid personal leave

- 42.1.1** Paid personal leave is available to an employee, other than a casual employee, when they are absent:

42.1.1.1 due to personal illness or injury;

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

- 42.1.2** The amount of personal leave to which an is entitled depends on how long they have worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave (hours)
Less than 1 month	0
1 months to less than 3 months	16
3 months to less than 6 months	38
6 months to less than 12 months	76
Each year thereafter	76

- 42.1.3** The above table has the intended effect of allowing employees to accrue 10 days of personal leave in advance on day one of their second year of employment, and each subsequent year thereafter.

- 42.1.4** Part time employees are entitled to a commensurate amount of personal leave. E.g. an employee working an average of 20 hours per week for 3 months will be entitled to $20/38 = 0.5263 \times 38$ hours = 20 hours.

- 42.1.5** Employees on paid personal leave will receive their ordinary pay, as defined in clause 8.

- 42.1.6** For the purposes of this clause, immediate family is defined in clause 8.

42.2 The effect of workers' compensation

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

42.3 Personal leave for personal injury or sickness

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

42.4 Personal leave to care for an immediate family or household member

- 42.4.1** Subject to 42.4.2 and 42.4.3, an employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 42.4.2** The entitlement in 42.4.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- 42.4.3** Except as provided for in 42.4.4, not more than 76 hours of personal leave can be used in a year by an employee for the purposes set out in 42.4.1.
- 42.4.4** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 40.4.1, beyond the relevant limit set out in 42.4.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

42.5 Employee must give notice

- 42.5.1** The employee must, as soon as reasonably practicable, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer two hours before his/her next starting time of such absence, the employee will inform the employer within 24 hours of such absence.
- 42.5.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - 42.5.2.1** the name of the person requiring care and support and their relationship to the employee;
 - 42.5.2.2** the reasons for taking such leave; and
 - 42.5.2.3** the estimated length of absence.

42.6 Evidence supporting claim

- 42.6.1** When taking leave for personal illness or injury, the employee within their first two years of employment may be required to produce evidence that would satisfy a reasonable person to prove that the employee was unable to work because of injury or personal illness, where it is reasonably practical to do so.
- 42.6.2** In addition, in the case of those employees who have completed two years or more years service with the employer, the employer may only require the production of evidence when the employee's absence exceeds two consecutive days, the employee has previously been absent for an aggregate of four single days without production of evidence during the current year of service, or where the absence falls on a working day before or after a public holiday.
- 42.6.3** When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee will only be required by the employer to produce evidence where it is reasonably practical to do so.
- 42.6.4** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee will only be required by the employer to produce evidence where it is reasonably practical to do so.

42.7 Unpaid personal leave

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

43. COMPASSIONATE LEAVE

43.1 Guarantee of compassionate leave

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

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

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

43.1.1.3 dies.

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

43.2 Taking compassionate leave

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

43.2.1.1 a single, unbroken period of 3 days; or

43.2.1.2 3 separate periods of 1 day each; or

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

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

43.3 Compassionate leave – payment rule

If an employee takes compassionate leave during a period, the employer must pay the employee their ordinary rate of pay as defined in clause 8.

44. PARENTAL LEAVE

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

44.1 Definitions

For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse

of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

44.2 Basic entitlement

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

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

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

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

44.3 Maternity leave

44.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

44.3.1.1 of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

44.3.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

44.3.2 When the employee gives notice under subclause 44.3.1.1 the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

44.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

44.3.4 Subject to subclause 44.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

44.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

44.3.6 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

44.3.7 Where leave is granted under subclause 44.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

44.4 Paternity leave

44.4.1 An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

- 44.4.1.1** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- 44.4.1.2** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 44.4.1.3** a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for that period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

44.5 Adoption leave

44.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

44.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- 44.5.2.1** the employee is seeking adoption leave to become the primary care-giver of the child;
- 44.5.2.2** particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 44.5.2.3** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

44.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

44.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

44.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances

44.6 Variation of period of parental leave

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

44.7 Parental leave and other entitlements

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

44.8 Transfer to a safe job

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

44.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence a period of paid leave in accordance with section 268 of the Act.

44.9 Part-time work

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

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

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

44.10 Communication during parental leave

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

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

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

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

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

44.11 Right to request

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

44.11.1.1 to extend the period of simultaneous unpaid leave provided for in clause 44.2.2 and up to a maximum of eight weeks;

44.11.1.2 to extend the period of unpaid parental leave provided for in 44.2.1 by a further continuous period of leave not exceeding 12 months;

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

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

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

44.11.3 The employee's request and the employer's decision made under 44.11 must be recorded in writing.

44.11.4 Where an employee wishes to make a request under 44.11.1.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

44.12 Returning to work after a period of parental leave

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

44.12.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 44.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

44.13 Termination of employment

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

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

44.14 Replacement employees

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

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

45. PUBLIC HOLIDAYS

45.1 Full-time and part-time employees shall be entitled to holidays on the following days:

45.1.1 New Years Day

45.1.2 Australia Day

45.1.3 Good Friday

45.1.4 Easter Saturday

45.1.5 Easter Monday

45.1.6 Anzac Day

45.1.7 Queen's Birthday

45.1.8 Labour Day or Eight Hours' Day

45.1.9 Christmas Day

45.1.10 Boxing Day

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

45.2 In addition to the public holidays prescribed in 45.1, employees are entitled to any other day declared by or under law of the state or territory to be observed generally as a public holiday by people who work in that state, territory or locality.

45.3 Days in lieu

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

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

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

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

45.3.5 Where a full-time or part-time employee employed in the Northern Territory or Queensland is dismissed for serious and willful misconduct, such an employee whose services are terminated by notice given by an employer to expire ten days for employees in the Northern Territory and seven days in Queensland or less before a public holiday or a group of public holidays, shall be entitled to be paid in lieu for such holiday or group of holidays.

45.4 Substitute days

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

45.4.2 An agreement pursuant to 45.4.1 shall be recorded in writing and be available to every affected employee.

45.5 Part-time employees

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

46. JURY SERVICE

46.1 Jury Service

46.1.1 An employee required to attend for jury service during his or her ordinary working hours must be reimbursed by the employer an amount equal to the difference between:

- 46.1.1.1 the amount paid in respect of his or her attendance for jury service;
- 46.1.1.2 the amount of wage the employee would have received in respect of the ordinary pay the employee would have earned had he or she not been on jury service.
- 46.1.2 An employee must notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service.
- 46.1.3 The employee must give his or her employer proof of:
 - the employee's attendance;
 - the duration of attendance; and
 - the amount received in respect of jury service.

DIVISION 6 – FAIR JOB SECURITY

47. COMMITMENT OF PARTIES

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

48. INTRODUCTION OF CHANGE AND CHANGE OF CONTRACT

48.1 Employee to be informed

- 48.1.1 Where the employer has decided to take action or has become aware of something that is likely to have a significant effect on an employee, the employee is entitled to be informed by the Employer as soon as reasonably practicable after it comes to the attention of the employer.
- 48.1.2 In the event of a Change of Contract (as defined in clause 12), see clause 48.3.
- 48.1.3 For the purposes of this Clause, a decision or action of the Employer has a "significant effect" on an employee if:
 - 48.1.3.1 there is to be a major change in the composition, operation or size of, or skills required in, the Employer's workforce that will affect the employee; or
 - 48.1.3.2 there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the employee; or
 - 48.1.3.3 the guaranteed hours of the employee's work are to increase or decrease ; or
 - 48.1.3.4 the employee is required to be retrained; or
 - 48.1.3.5 the employee is to be transferred to another job or work location; or
 - 48.1.3.6 the employee's job is to be restructured, or
 - 48.1.3.7 the employee is to be made redundant; or
 - 48.1.3.8 there is a change of contract (see 48.3).

48.2 Discussion to Occur

- 48.2.1 The employer shall hold discussions with the employee affected as to:

48.2.1.1 the likely effects of the action in respect of the employee; and

48.2.1.2 measures that may be taken by the employee or employer to avoid or minimise a significant effect.

48.2.2 Employees are entitled to representation during this process, and may nominate a chosen representative, who may be external to the workplace.

48.3 Change of Contract

48.3.1 The employer is required to notify employees 28 days or as soon as practicable before the existing cleaning contract is due to expire or when the employer is notified the contract has been terminated.

48.3.2 Such a notification is to be in writing and will contain options (if any) for suitable alternative employment in other buildings with the employer in the event that it loses the particular contract for which the employee is employed.

48.3.3 The employer will then provide a current list of employees who wish to remain working at the site to the successful tenderer.

48.3.4 The employer will then hold a site meeting during paid time of all employees as soon as practicable after the employer receives notice of contract termination but at least 14 days before contract termination. At that meeting, those employees who are to be offered suitable alternative work with the employer will receive notification in writing. This offer of employment shall remain open for at least 14 days, and an employee may only accept an offer in writing.

48.3.5 At this meeting, all employees will receive a letter from the employer which contains:

- Details of their entitlements, including accrued annual leave; and
- a statement of service (including length of service, hours of work done, classification and shift configuration).

48.3.6 The employer will also facilitate a paid meeting of not more than 30 minutes with all employees as soon as practicable (but at least 14 days) prior to the termination of the contract and after the meeting mentioned in 48.3.4. The employer will invite the successful tenderer (the incoming contractor) to attend and address staff.

48.4 Change of Contract – relocation of staff

48.4.1 After the employer receives notice of contract termination, the employer may temporarily relocate any employees to cover temporary absences arising from other employees taking leave, etc.

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

48.4.3 Subject to clause 48.5, the incoming contractor shall not be obliged to engage such employees who are relocated on to the site as outlined in this subclause.

48.5 Change of Contract – where employer is incoming contractor

48.5.1 Where the employer has successfully tendered for a contract in a building, the employer will adopt the following process:

- 48.5.1.1 The employer will attend a meeting as stipulated in clause 48.3.6 of employees engaged on the expiring contract to discuss the opportunities for employment of these employees to that of the employer.
- 48.5.1.2 The employer will then offer employment to existing staff of the outgoing contractor for all available positions at the site. In filling these positions, the existing staff of the outgoing contractor shall be given preference over any existing employees of the incoming contractor.
- 48.5.1.3 This offer will be open for a minimum period of fourteen (14) days (or such lesser time as agreed between the prospective employer and employees) and employees may only accept an offer in writing to the employer.
- 48.5.2 Subject to 48.5.2.1, those employees employed with the incoming contractor will not be required to serve a probationary or qualifying period (for the purposes of section 643(7) of the Act) and will be advised as such in writing.
- 48.5.2.1 Those employees currently serving a probationary and/or qualifying period (for the purposes of section 643(7) of the Act) at the time of contract change with the outgoing contractor will be required to serve the balance of that period with the incoming contractor.

49. NOTICE OF TERMINATION

49.1 Notice of termination by employer.

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

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

- 49.1.2 In addition to the notice in 49.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice
- 49.1.3 The employer must pay employees payment in lieu of the prescribed notice in 49.1.1 and 49.1.2 if the employer does not require the employee to work the appropriate notice period. However, the employer may require the employee to work part of the required period of notice, and elect to pay the employee for the remainder of the period of notice.
- 49.1.4 Payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - 49.1.4.1 the employee's ordinary hours of work (even if not standard hours); and
 - 49.1.4.2 the amount ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 49.1.4.3 any other amounts payable under the employee's contract of employment
- 49.1.5 The period of notice in this clause does not apply:
 - 49.1.5.1 in the case of dismissal for serious misconduct;
 - 49.1.5.2 to apprentices;

49.1.5.3 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;

49.1.5.4 to casual employees; or

49.1.5.5 to employees on probation.

49.1.6 For the purposes of clause 49.1.1, **Continuous service** is defined in clause 12 of this Agreement.

49.2 Notice of termination by an employee

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

49.3 Job search entitlement

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

49.4 Transmission of business

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

50. REDUNDANCY

50.1 Definitions

50.1.1 Acceptable alternative position means a position with the same or substantially similar hours, tasks and remuneration to the employee's original position.

50.1.2 Business includes trade, process, business or occupation and includes part of any such business.

50.1.3 Redundancy occurs where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

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

50.1.5 Week's pay means the employees ordinary pay as defined in clause 12.

50.2 Transfer to lower paid duties

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

50.3 Discussions before termination on redundancy

50.3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of

employment, the employer shall have discussions as soon as practicable with the employees directly affected and their union, the LHMU, as required by s.668 of the Act. Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimize the terminations, and measures to mitigate the adverse effect of any terminations on the employees concerned.

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

50.4 Period of notice of termination on redundancy

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

50.5 Employee leaving during notice period

Where the employer gives an employee notice of termination in circumstances of redundancy, the employee may terminate his/her employment during the period of notice set out in clause 48. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of the balance of that period of notice.

50.6 Severance pay

The employer must pay severance pay to an employee whose employment is terminated by reason of redundancy. Except where an employee with more than 10 years service as at the commencement of this agreement in the State of Queensland would have been entitled to a more beneficial amount of severance payment, the amount of severance pay in respect of a period of continuous service is determined as follows:

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

* weeks pay shall be the average weekly hours worked by an employee, paid at the 'ordinary pay' rate as defined in clause 12.

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

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

50.8 Alternative Employment

50.8.1 This provision does not apply in circumstances involving transmission of business as set out in 50.12

50.8.2 Without limiting the effect of clause 50.9.3, an employer will not be liable to pay severance if the employer obtains an acceptable alternative position (as defined in 50.1.1) for an employee.

50.9 Change of contract

50.9.1 This clause deals **change of contract** (as defined) and the specific circumstances surrounding the employment of employees who have been subject to the operation of clause 44 of this Agreement.

50.9.2 Acceptable alternative employment with the incoming contractor

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

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

50.9.2.2 The employee is not required to serve a probationary or qualifying period (for the purposes of section 643(7) of the Act) in the new acceptable alternative position, subject to clause 48.5.2; and

50.9.2.3 The outgoing contractor has paid out the employee's accrued Annual Leave; and

50.9.2.4 The outgoing contractor has fully complied with their obligations under clause 48 of this Agreement.

50.9.3 Employees not offered a position

So as to avoid doubt, any employees of the outgoing contractor who are not offered an acceptable alternative position (as defined in clause 50.1) with either the incoming or the outgoing contractor are entitled to severance pay calculated in accordance with clause 50.6.

50.10 Notification to Centrelink

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

50.11 Job search entitlement

During the period of notice of termination given by the employer in accordance with clause 49, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

50.12 Transmission of Business

50.12.1 The provisions of clause 50.6 are not applicable where a business, either before or after the date of this agreement, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

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

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

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

DIVISION 7 – FAIR RIGHTS

51. COMMITMENT OF PARTIES

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

52. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

- 52.1** The intention of this procedure is to facilitate the timely resolution of grievances and disputes between the employer and employees, provide for parties to the dispute to nominate a chosen representative as defined in clause 12, and prescribe a role for independent determination of the matters if the parties to the dispute are unable to settle the matter themselves,
- 52.2** Any grievance, industrial dispute, or matter likely to create a dispute which pertains to the relationship between the employer and any of the employees covered by the terms of this Agreement must be dealt with as set out below.
- 52.3** An employee or the employer may be represented at any stage in this procedure by a chosen representative, as defined.
- 52.4** An employee must, in the first instance discuss and attempt to resolve grievances or issues with the supervisor in charge of the section in which the grievance, or issue exists. The employee may request to be accompanied by their chosen representative.
- 52.5** If the matter is not resolved at first instance, the employee or supervisor involved may refer the matter to senior management who will discuss the matter with the employee and their chosen representative.
- 52.6** If the matter is still not resolved, the parties to the dispute will meet and confer and discuss whether they can agree upon an independent conciliator, mediator or arbitrator to assist in the resolution of the matter.
- 52.7** In the event that the parties to the dispute cannot agree upon an independent conciliator, mediator or arbitrator, or such persons is unable to settle the grievance or dispute, then the employee, employer or chosen representative may refer the matter to the Australian Industrial Relations Commission ("AIRC") or its successor.
- 52.8** The AIRC (or its successor) is empowered to conciliate or, as a last resort, arbitrate a resolution to the dispute.
- 52.9** Where a dispute is referred to an independent body, the body shall have the power to do all things as are necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearing, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 52.10** While the above procedure is being followed, work must continue normally. No party to the dispute will be prejudiced as to final settlement by the continuance of work in accordance with this provision.

52.11 Redundancy Disputes

52.11.1 Paragraphs 52.11.2 and 52.11.3 impose additional obligations on an employer where an employer contemplates terminating the employment of an employee for reasons of redundancy and a dispute arises (a "redundancy dispute").

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

52.11.2.1 the reasons for any proposed redundancy;

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

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

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

APPENDIX 1: HOURLY WAGE RATES AND INCREASES

Note that for the purposes of this Appendix:

- All employees shall be paid the 'FT' rate for their respective classification and state, subject to b;
- Where an employee is classified as a Part-time worker (as defined in clause 18.2) and the 'PT' rate listed in this Appendix for their respective classification and state is higher than the 'FT' rate, the 'PT' rate will apply.
- The wages of an employee will be increased annually according to the dates indicated in the applicable wages table.

WAGES TABLE 1

BSE 1													
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	1/7/11	Incr 11	1/7/12	Incr 12	% total
NSW													
	FT	\$15.59			\$16.95	8.7%	\$18.24	7.6%	\$19.65	7.7%	\$21.17	7.7%	35.8%
	PT	\$17.95			\$18.82	4.8%	\$19.57	4.0%	\$20.35	4.0%	\$21.17	4.0%	17.9%
	PT shift	\$17.95			\$19.55	8.9%	\$21.11	8.0%	\$22.80	8.0%	\$24.35	6.8%	35.6%
SA													
	FT	\$15.34			\$16.77	9.3%	\$18.11	8.0%	\$19.56	8.0%	\$21.17	8.2%	38.0%
	PT												
	PT shift	\$17.64			\$19.29	9.3%	\$20.83	8.0%	\$22.49	8.0%	\$24.35	8.2%	38.0%
	PT night	\$19.94			\$20.74	4.0%	\$21.57	4.0%	\$22.43	4.0%	\$24.35	8.6%	22.1%
ACT													
	FT	\$16.46			\$17.60	6.9%	\$18.66	6.0%	\$19.87	6.5%	\$21.17	6.5%	28.6%
	PT	\$17.73			\$18.83	6.2%	\$19.58	4.0%	\$20.36	4.0%	\$21.17	4.0%	19.4%
	PT shift	\$20.39			\$21.65	6.2%	\$22.52	4.0%	\$23.41	4.0%	\$24.35	4.0%	19.4%
VIC													
	FT	\$15.33			\$16.76	9.3%	\$18.10	8.0%	\$19.54	8.0%	\$21.17	8.3%	38.1%
	PT	\$17.63			\$18.60	5.5%	\$19.46	4.6%	\$20.35	4.6%	\$21.17	4.0%	20.1%
	PT shift	\$19.93			\$21.39	7.3%	\$22.38	4.6%	\$23.40	4.6%	\$24.35	4.0%	22.2%
WA*													
	FT	\$15.34			\$16.77	9.3%	\$18.11	8.0%	\$19.56	8.0%	\$21.17	8.2%	38.0%
	PT												
	PT shift	\$17.64			\$19.29	9.3%	\$20.83	8.0%	\$22.49	8.0%	\$24.35	8.2%	38.0%
TAS													
	FT	\$15.34			\$16.77	9.3%	\$18.11	8.0%	\$19.56	8.0%	\$21.17	8.2%	38.0%
	PT	\$19.24			\$20.01	4.0%	\$20.81	4.0%	\$21.64	4.0%	\$22.50	4.0%	17.0%
	PT shift	\$19.24			\$20.81	8.1%	\$22.05	6.0%	\$23.37	6.0%	\$24.35	4.2%	26.5%
QLD		PSA	NAPSA										
	FT	\$15.14	\$15.34	\$16.77		10.8%	\$18.11	8.0%	\$19.58	8.1%	\$21.17	8.1%	39.8%
	PT	\$15.14	\$17.58	\$17.58		16.1%	\$18.70	6.4%	\$19.90	6.4%	\$21.17	6.4%	39.8%
	PT shift	\$17.41	\$20.22	\$20.22		16.1%	\$21.51	6.4%	\$22.89	6.4%	\$24.35	6.4%	39.8%
NT													
	FT	\$15.34			\$16.77	9.3%	\$18.11	8.0%	\$19.56	8.0%	\$21.17	8.2%	38.0%
	PT	\$17.64			\$18.62	5.5%	\$19.46	4.5%	\$20.35	4.6%	\$21.17	4.0%	20.0%
	PT shift	\$20.29			\$21.41	5.5%	\$22.38	4.5%	\$23.40	4.6%	\$24.35	4.0%	20.0%

* see clause 31.3

BSE 2													
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	1/7/11	Incr 11	1/7/12	Incr 12	% total
NSW													
	FT	\$16.33			\$17.75	8.7%	\$19.20	8.1%	\$20.70	7.8%	\$22.32	7.8%	36.7%
	PT	\$18.78			\$19.69	4.8%	\$20.50	4.1%	\$21.35	4.1%	\$22.32	4.5%	18.8%
	PT shift	\$18.78			\$20.45	8.9%	\$22.09	8.0%	\$23.85	8.0%	\$25.67	7.6%	36.7%
SA													
	FT	\$15.89			\$17.50	10.1%	\$19.00	8.6%	\$20.60	8.4%	\$22.32	8.3%	40.5%
	PT												
	PT shift	\$18.27			\$20.13	10.1%	\$21.85	8.6%	\$23.69	8.4%	\$25.67	8.3%	40.5%
	PT night	\$20.66			\$21.48	4.0%	\$22.34	4.0%	\$23.69	6.0%	\$25.67	8.4%	24.3%
ACT													
	FT	\$17.14			\$18.40	7.4%	\$19.60	6.5%	\$20.87	6.5%	\$22.32	6.9%	30.2%
	PT	\$18.41			\$19.55	6.2%	\$20.40	4.3%	\$21.30	4.4%	\$22.32	4.8%	21.2%
	PT shift	\$21.17			\$22.49	6.2%	\$23.46	4.3%	\$24.50	4.4%	\$25.67	4.8%	21.2%
VIC													
	FT	\$15.89			\$17.37	9.3%	\$18.90	8.8%	\$20.50	8.5%	\$22.32	8.9%	40.5%
	PT	\$18.27			\$19.28	5.5%	\$20.25	5.0%	\$21.25	4.9%	\$22.32	5.0%	22.1%
	PT shift	\$20.66			\$22.17	7.3%	\$23.29	5.0%	\$24.44	4.9%	\$25.67	5.0%	24.3%
WA*													
	FT	\$15.52			\$17.50	12.8%	\$19.00	8.6%	\$20.60	8.4%	\$22.32	8.3%	43.8%
	PT												
	PT shift	\$17.85			\$20.13	12.8%	\$21.85	8.6%	\$23.69	8.4%	\$25.67	8.3%	43.8%
TAS													
	FT	\$15.89			\$17.50	10.1%	\$19.00	8.6%	\$20.60	8.4%	\$22.32	8.3%	40.5%
	PT	\$19.93			\$20.72	4.0%	\$21.55	4.0%	\$22.41	4.0%	\$23.34	4.1%	17.1%
	PT shift	\$19.93			\$21.55	8.1%	\$22.85	6.0%	\$24.21	6.0%	\$25.67	6.0%	28.8%
QLD		PSA	NAPSA										
	FT	\$15.95	\$15.89	\$17.40		9.1%	\$18.90	8.6%	\$20.55	8.7%	\$22.32	8.6%	39.9%
	PT	\$15.95	\$18.86	\$18.86		18.2%	\$19.95	5.8%	\$21.10	5.8%	\$22.32	5.8%	39.9%
	PT shift	\$18.34	\$21.69	\$21.69		18.3%	\$22.94	5.8%	\$24.27	5.8%	\$25.67	5.8%	40.0%
NT													
	FT	\$15.89			\$17.50	10.1%	\$19.00	8.6%	\$20.60	8.4%	\$22.32	8.3%	40.5%
	PT	\$18.27			\$19.29	5.5%	\$20.25	5.0%	\$21.25	4.9%	\$22.32	5.0%	22.1%
	PT shift	\$21.01			\$22.18	5.5%	\$23.29	5.0%	\$24.44	4.9%	\$25.67	5.0%	22.1%

* see clause 31.3.

BSE 3													
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	1/7/11	Incr 11	1/7/12	Incr 12	% total
NSW													
	FT	\$17.51			\$19.04	8.7%	\$20.59	8.1%	\$22.25	8.1%	\$24.04	8.0%	37.3%
	PT	\$19.80			\$20.80	5.1%	\$21.83	5.0%	\$22.90	4.9%	\$24.04	5.0%	21.4%
	PT shift	\$19.80			\$21.56	8.9%	\$23.29	8.0%	\$25.15	8.0%	\$27.65	9.9%	39.6%
SA													
	FT	\$16.78			\$18.48	10.1%	\$20.15	9.0%	\$22.00	9.2%	\$24.04	9.3%	43.3%
	PT												
	PT shift	\$19.30			\$21.25	10.1%	\$23.17	9.0%	\$25.30	9.2%	\$27.65	9.3%	43.3%
	PT night	\$21.81			\$22.69	4.0%	\$24.85	9.5%	\$25.84	4.0%	\$27.65	7.0%	26.7%
ACT													
	FT	\$18.14			\$19.47	7.4%	\$20.74	6.5%	\$22.09	6.5%	\$24.04	8.8%	32.5%
	PT	\$19.39			\$20.59	6.2%	\$21.70	5.4%	\$22.82	5.2%	\$24.04	5.3%	24.0%
	PT shift	\$22.30			\$23.68	6.2%	\$24.96	5.4%	\$26.24	5.2%	\$27.65	5.3%	24.0%
VIC													
	FT	\$16.77			\$18.40	9.7%	\$20.10	9.2%	\$21.95	9.2%	\$24.04	9.5%	43.4%
	PT	\$19.29			\$20.35	5.5%	\$21.37	5.0%	\$22.43	4.9%	\$24.04	7.2%	24.7%
	PT shift	\$21.80			\$23.40	7.3%	\$24.58	5.0%	\$25.79	4.9%	\$27.65	7.2%	26.8%
WA*													
	FT	\$15.52			\$18.00	16.0%	\$19.82	10.1%	\$21.82	10.1%	\$24.04	10.2%	54.9%
	PT												
	PT shift	\$17.85			\$20.70	16.0%	\$22.79	10.1%	\$25.09	10.1%	\$27.65	10.2%	54.9%
TAS													
	FT	\$16.78			\$18.48	10.1%	\$20.20	9.3%	\$22.05	9.2%	\$24.04	9.0%	43.3%
	PT	\$21.04			\$21.88	4.0%	\$22.76	4.0%	\$23.67	4.0%	\$24.62	4.0%	17.0%
	PT shift	\$21.04			\$22.76	8.2%	\$24.12	6.0%	\$25.56	6.0%	\$27.65	8.1%	31.4%
QLD		PSA	NAPSA										
	FT	\$17.18	\$16.78	\$18.80		9.4%	\$20.40	8.5%	\$22.15	8.6%	\$24.04	8.5%	39.9%
	PT	\$17.18		\$20.00		16.4%	\$21.30	6.5%	\$22.62	6.2%	\$24.04	6.3%	39.9%
	PT shift	\$19.76	\$19.30	\$23.00		16.4%	\$24.50	6.5%	\$26.01	6.2%	\$27.65	6.3%	39.9%
NT													
	FT	\$16.77			\$18.47	10.1%	\$20.15	9.1%	\$22.00	9.2%	\$24.04	9.3%	43.4%
	PT	\$19.29			\$20.36	5.5%	\$21.37	5.0%	\$22.43	4.9%	\$24.04	7.2%	24.7%
	PT shift	\$22.18			\$23.41	5.5%	\$24.58	5.0%	\$25.79	4.9%	\$27.65	7.2%	24.7%

* see clause 31.3

WAGES TABLE 2: FIXED PRICE CONTRACTS

BSE 1									
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	%total
NSW									
	FT	\$15.59			\$16.21	4.0%	\$16.86	4.0%	8.2%
	PT	\$17.95			\$18.67	4.0%	\$19.41	4.0%	8.2%
	PT shift	\$17.95			\$18.67	4.0%	\$19.41	4.0%	8.2%
SA									
	FT	\$15.34			\$15.95	4.0%	\$16.59	4.0%	8.2%
	PT								
	PT shift	\$17.64			\$18.35	4.0%	\$19.08	4.0%	8.2%
	PT night	\$19.94			\$20.74	4.0%	\$21.57	4.0%	8.2%
ACT									
	FT	\$16.46			\$17.12	4.0%	\$17.80	4.0%	8.2%
	PT	\$17.73			\$18.44	4.0%	\$19.18	4.0%	8.2%
	PT shift	\$20.39			\$21.21	4.0%	\$22.05	4.0%	8.2%
VIC									
	FT	\$15.33			\$15.94	4.0%	\$16.58	4.0%	8.2%
	PT	\$17.63			\$18.33	4.0%	\$19.07	4.0%	8.2%
	PT shift	\$19.93			\$20.73	4.0%	\$21.56	4.0%	8.2%
WA									
	FT	\$15.34			\$15.95	4.0%	\$16.59	4.0%	8.2%
	PT								
	PT shift	\$17.64			\$18.35	4.0%	\$19.08	4.0%	8.2%
TAS									
	FT	\$15.34			\$15.95	4.0%	\$16.59	4.0%	8.2%
	PT	\$19.24			\$20.01	4.0%	\$20.81	4.0%	8.2%
	PT shift	\$19.24			\$20.01	4.0%	\$20.81	4.0%	8.2%
QLD		PSA	NAPSA						
	FT	\$15.14	\$15.34	\$15.75		4.0%	\$16.38	4.0%	8.2%
	PT	\$15.14	\$17.58	\$17.58		16.1%	\$18.28	4.0%	20.8%
	PT shift	\$17.41	\$20.22	\$20.22		16.1%	\$21.03	4.0%	20.8%
NT									
	FT	\$15.34			\$15.95	4.0%	\$16.59	4.0%	8.2%
	PT	\$17.64			\$18.35	4.0%	\$19.08	4.0%	8.2%
	PT shift	\$20.29			\$21.10	4.0%	\$21.94	4.0%	8.2%

NOTE: per clause 31.2, all employees working under fixed price contracts after 1 July 2011 will be paid the wages in Wages Table 1.

BSE 2									
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	%total
NSW									
	FT	\$16.33			\$16.98	4.0%	\$17.66	4.0%	8.2%
	PT	\$18.78			\$19.53	4.0%	\$20.31	4.0%	8.2%
	PT shift	\$18.78			\$19.53	4.0%	\$20.31	4.0%	8.2%
SA									
	FT	\$15.89			\$16.53	4.0%	\$17.19	4.0%	8.2%
	PT								
	PT shift	\$18.27			\$19.00	4.0%	\$19.76	4.0%	8.2%
	PT night	\$20.66			\$21.48	4.0%	\$22.34	4.0%	8.2%
ACT									
	FT	\$17.14			\$17.83	4.0%	\$18.54	4.0%	8.2%
	PT	\$18.41			\$19.15	4.0%	\$19.91	4.0%	8.2%
	PT shift	\$21.17			\$22.02	4.0%	\$22.90	4.0%	8.2%
VIC									
	FT	\$15.89			\$16.53	4.0%	\$17.19	4.0%	8.2%
	PT	\$18.27			\$19.00	4.0%	\$19.76	4.0%	8.2%
	PT shift	\$20.66			\$21.48	4.0%	\$22.34	4.0%	8.2%
WA									
	FT	\$15.52			\$16.14	4.0%	\$16.79	4.0%	8.2%
	PT								
	PT shift	\$17.85			\$18.56	4.0%	\$19.30	4.0%	8.2%
TAS									
	FT	\$15.89			\$16.53	4.0%	\$17.19	4.0%	8.2%
	PT	\$19.93			\$20.72	4.0%	\$21.55	4.0%	8.2%
	PT shift	\$19.93			\$20.73	4.0%	\$21.56	4.0%	8.2%
QLD		PSA	NAPSA						
	FT	\$15.95	\$15.89	\$16.59		4.0%	\$17.25	4.0%	8.2%
	PT	\$15.95	\$18.86	\$18.86		18.2%	\$19.61	4.0%	23.0%
	PT shift	\$18.34	\$21.69	\$21.69		18.3%	\$22.56	4.0%	23.0%
NT									
	FT	\$15.89			\$16.53	4.0%	\$17.19	4.0%	8.2%
	PT	\$18.27			\$19.00	4.0%	\$19.76	4.0%	8.2%
	PT shift	\$21.01			\$21.86	4.0%	\$22.73	4.0%	8.2%

NOTE: per clause 31.2, all employees working under fixed price contracts after 1 July 2011 will be paid the wages in Wages Table 1.

BSE 3									
	Rate	Current		1/3/09	1/7/09	Incr 09	1/7/10	Incr 10	%total
NSW									
	FT	\$17.51			\$18.21	4.0%	\$18.94	4.0%	8.2%
	PT	\$19.80			\$20.59	4.0%	\$21.42	4.0%	8.2%
	PT shift	\$19.80			\$20.59	4.0%	\$21.42	4.0%	8.2%
SA									
	FT	\$16.78			\$17.45	4.0%	\$18.15	4.0%	8.2%
	PT								
	PT shift	\$19.30			\$20.07	4.0%	\$20.87	4.0%	8.2%
	PT night	\$21.81			\$22.69	4.0%	\$23.59	4.0%	8.2%
ACT									
	FT	\$18.14			\$18.87	4.0%	\$19.62	4.0%	8.2%
	PT	\$19.39			\$20.17	4.0%	\$20.97	4.0%	8.2%
	PT shift	\$22.30			\$23.19	4.0%	\$24.12	4.0%	8.2%
VIC									
	FT	\$16.77			\$17.44	4.0%	\$18.14	4.0%	8.2%
	PT	\$19.29			\$20.06	4.0%	\$20.86	4.0%	8.2%
	PT shift	\$21.80			\$22.67	4.0%	\$23.58	4.0%	8.2%
WA									
	FT	\$15.52			\$16.14	4.0%	\$16.79	4.0%	8.2%
	PT								
	PT shift	\$17.85			\$18.56	4.0%	\$19.30	4.0%	8.2%
TAS									
	FT	\$16.78			\$17.45	4.0%	\$18.15	4.0%	8.2%
	PT	\$21.04			\$21.88	4.0%	\$22.76	4.0%	8.2%
	PT shift	\$21.04			\$21.88	4.0%	\$22.76	4.0%	8.2%
QLD		PSA	NAPSA						
	FT	\$17.18	\$16.78	\$17.87		4.0%	\$18.58	4.0%	8.2%
	PT	\$17.18		\$17.87		4.0%	\$18.58	4.0%	8.2%
	PT shift	\$19.76	\$19.30	\$20.55		4.0%	\$21.37	4.0%	8.2%
NT									
	FT	\$16.77			\$17.44	4.0%	\$18.14	4.0%	8.2%
	PT	\$19.29			\$20.06	4.0%	\$20.86	4.0%	8.2%
	PT shift	\$22.18			\$23.07	4.0%	\$23.99	4.0%	8.2%

NOTE: per clause 31.2, all employees working under fixed price contracts after 1 July 2011 will be paid the wages in Wages Table 1.

APPENDIX 2: ALLOWANCE INCREASES

Clause	Allowance	Increment	On Commencement	From 1 July 2009	From 1 July 2010	From 1 July 2011	From 1 July 2012
36.4	Leading Hand	1 to 10 employees	\$35.00	\$36.40	\$37.86	\$39.37	\$40.95
		11 to 20 employees	\$45.00	\$46.80	\$48.70	\$50.65	\$52.67
		Over 20 employees	\$55.00	\$57.20	\$59.50	\$61.88	\$64.36
36.5	Meal		\$14.10	\$14.66	\$15.25	\$15.86	\$16.49
36.6.1	Toilet, refuse and offensive cleaning		\$4.00	\$4.16	\$4.33	\$4.50	\$4.68
36.6.2	Toilet, refuse and offensive cleaning		\$2.15	\$2.24	\$2.33	\$2.42	\$2.52
36.9	Broken Shift		\$5.09	\$5.29	\$5.50	\$5.72	\$5.95
36.10	First Aid		\$12.22	\$12.71	\$13.22	\$13.75	\$14.30

APPENDIX 3: SUPPORTED WAGE SYSTEM

1. This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

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

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

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

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

2. **Eligibility criteria**

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

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

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

3. **Supported wage rates**

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

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

80%
90%

80%
90%

Provided that the minimum amount payable will be not less than \$61.00 per week.

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

4. Assessment of capacity

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

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

5. Lodgment of assessment instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

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

6. Review of assessment

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

7. Other terms and conditions of employment

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

8. Workplace adjustment

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

9. Trial period

In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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

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

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

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

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

1. NSW: Cleaning and Building Services Contractors (state) NAPSA

- 1.1 Spread of hours (8 hours per day, or 14 or 15 on agreement between employer and employee) – Clause 5(i)
- 1.2 Paid 20 minute break for shift workers - Clause 5(iii)
- 1.3 Second engagement for full-timers at the part-time rate – Clause 12(v)

2. VIC: Building Services (Victoria) Award

- 2.1 TAFE Colleges allowance – Clause 15.3.1(a)
- 2.2 S.G.D.I allowance – Clause 15.3.1(b)
- 2.3 Night Shift Penalty - Clause 23.1.3
- 4.7 Accident pay – Clause 20 (but noting that the operation of clause 20 is subject to the operation of Part 15 of the Workplace Relations Act 1996 and/or Chapter 3, Part 3-4 of the Fair Work Act 2009).
- 2.4

3. QLD: Glad Cleaning Union Greenfield Agreement 2007 (Agreement number: 071861405)

- 3.1 One month probation on Commencement - Clause 2.1(3)
- 3.2 12 hr spread of hours per day – Clause 4.2(1)
- 3.3 Second engagement – Clause 2.5
- 3.4 Notice of termination for part timers – Clause 2.1(4)(b)
- 3.5 Income Protection – Clause 3.6

4. QLD: Building Service Contractors Association of Australia - Queensland Division Certified Agreement 2005

- 4.1 One month probation on Commencement - Clause 2.1(3)
- 4.2 12 hr spread of hours per day – Clause 4.2(1)
- 4.3 Second engagement – Clause 2.5
- 4.4 Notice of termination for employees – Clause 2.1(4)(b)
- 4.5 Income Protection – Clause 3.6

5. QLD: Allcorp Services Power Station (Tarong and Wivenhoe) Employees and Others Certified Agreement 2005 (CA/2005/636)

- 5.1 One month probation on Commencement - Clause 2.1(3)
- 5.2 12 hr spread of hours per day – Clause 4.2(1)

5.3 Second engagement – Clause 2.5

5.4 Notice of termination for employees – Clause 2.1(4)(b)

5.5 Income Protection – Clause 3.6

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

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

6.2 Income Protection – adopt Clause 3.6 of the Building Service Contractors Association of Australia - Queensland Division Certified Agreement 2005.

6.3 Second Engagement – clause 16

APPENDIX 5: 'THE CLEANERS' CHARTER'

Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 and the LHMU recognise the integral role that cleaners play in the Australian Contracting Cleaning Industry.

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

1. Good faith in the workplace

Cleaners engaged by Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 will cooperate with each other to perform the terms of their employment, as agreed in the Clean Start Collective Agreement, in good faith.

2. Respect at work

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

3. Freedom from discrimination

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

4. A safe and healthy workplace

Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 will provide a safe and healthy working environment for cleaners and cleaners will cooperate with Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 to improve workplace safety wherever possible.

5. Workplace Diversity

Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 acknowledges and values the diversity of its employees and commits to ensuring language and cultural differences in the workplace are respected.

6. Equal Employment Opportunity

The parties recognise that equal employment opportunity and freedom from harassment is a fundamental right for all employees. In accordance with this principle Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818 undertakes to develop and periodically review an applicable equal opportunity and harassment policy (which includes sexual harassment) and grievance procedures that will apply to all employees.

7. Workplace consultation

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

8. Union membership and representation

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

9. Fair treatment

Cleaners will not be dismissed from their employment unless there is a valid reason related to their work performance or conduct.

10. Resolving disputes

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

SIGNATURE PAGE

I am authorised to sign this Agreement on behalf of Pickwick Group Pty Ltd ACN 010 287 993 as trustee for the Pickwick Cleaning Services Unit Trust ABN 74 089 708 818



Signature

KENNETH HOLDER, CEO

Print name and title

Address:

3/28 NORFOLK RD
5TH BRISBANE, QLD 4101

In the presence of:



Signature of witness

HELEN ANN BLAKE

Print witness name

6/6/2009

Date

I am authorised to sign this Agreement on behalf of LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION



Signature

Louise Tarrant

Print name and title

National Secretary

Address:

Level 9
187 Thomas st
Haymarket NSW 2000

In the presence of:

Signature of witness McGulley

Print witness name Kirsty McGulley

Date 10/6/09