

CITATION: *Contract Cleaning Industry Award - State 2003*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

CONTRACT CLEANING INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Contract Cleaning Industry Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Contract Cleaning Industry Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

CONTRACT CLEANING INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Contract Cleaning Industry Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Area of operation	1.5
Definitions	1.6
Parties bound	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Consultative mechanisms and procedures in the workplace	3.1
Grievance and dispute settling procedure	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Part-time employment	4.2
Casual employment	4.3
Two or more classes of work	4.4
Incidental and peripheral tasks	4.5
Anti-discrimination	4.6
Termination of employment	4.7
Introduction of changes	4.8

Subject Matter	Clause No.
Redundancy	4.9
Change of contract	4.10
Continuity of service - transfer of calling	4.11
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Definition of classifications	5.1
Wage rates	5.2
Allowances	5.3
Payment of wages	5.4
Shift loading	5.5
Superannuation	5.6
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Weekend penalty rates	6.2
Meal breaks	6.3
Rest pauses	6.4
Overtime	6.5
Notification of shifts and work location	6.6
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Attending court	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling time	8.1
 PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Amenities	10.1
Equipment	10.2
Uniforms	10.3
Work in the rain	10.4
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wage records	11.2
Trade union training leave	11.3
Award posting	11.4
Union encouragement	11.5
Notice board	11.6
Schedule A	
Schedule B	

1.3 Date of operation

This Award takes effect from 20 January 2003.

1.4 Award coverage

- 1.4.1 This Award applies to all employers providing cleaning services on a contract or fee for service basis and to their employees throughout the State of Queensland.
- 1.4.2 This Award shall not apply to employees subject to the following awards or awards made in substitution therefore:
- (a) Award for Accommodation and Care Services Employees for Aged Persons - State (Excluding South-East Queensland);
 - (b) Private Hospitals and Nursing Homes Industry Award - State;
 - (c) District Health Services Employees' Award - State.

1.5 Area of operation

For the purposes of this Award, the Divisions and Districts are as follows:

1.5.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.5.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Afternoon Shift" means a shift which finishes subsequent to 6.00 p.m. and at or before midnight.
- 1.6.3 "Broken Shift" means a shift which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.
- 1.6.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.5 "Day Worker" means an employee whose regular hours of work are performed between 6.00 a.m. and 6.00 p.m.
- 1.6.6 "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift in which the major portion of work is performed between midnight and 8.00 a.m.
- 1.6.7 "Shift Worker" means an employee other than a Day Worker who works either a Night Shift or Afternoon Shift.
- 1.6.8 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,

Union of Employees.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each site, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that site. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

- 4.1.1 Employees covered by this Award will be advised in writing of their employment category, rate of pay, classification and working hours.

Such written advice will be provided as per the pro-forma letter contained in Schedule A to this Award, provided that if the information is provided in a format other than that set out in Schedule A it shall not be considered to be a breach of the Award.

- 4.1.2 Any employee not specifically engaged as a casual employee as provided in clause 4.3 shall be deemed to be a full-time or part-time employee.
- 4.1.3 A casual employee who has been engaged by a particular employer on a constant (i.e. regular and systematic) basis for several periods of employment under this Award during a period of six months, has the right to elect to have his or her contract of employment converted to full-time or part-time employment in accordance with Schedule 'B' of the Award.

4.2 Part-time employment

A part-time employee is an employee who works a constant number of hours per week less than the ordinary number of hours prescribed for full-time employees. The ordinary hours of part-time employees will be worked on not more than 5 days per week in shifts of not more than 8 hours per day.

A part-time employee will be paid a minimum payment of 2 hours at the appropriate rate for each shift.

Where there is written agreement between the employee or employees involved, the Union and the employer, the minimum engagement provisions may be amended to allow for short contracts.

A part-time employee will be entitled to proportionate annual leave, sick leave, public holidays and all other such entitlements.

Part-time employees may work a Broken Shift provided that each period of work will be paid as for a minimum of 2 hours.

Before commencing part-time employment, the employee and employer must agree:

- (i) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work (the terms of this agreement may be varied by consent); and
- (ii) upon the classification applying to the work to be performed in accordance with clause 5.1 of this Award.

Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with 4.2(i).

4.3 Casual employment

- 4.3.1 A casual employee is an employee engaged and paid as such but shall not include an employee working 38 ordinary hours or more per week or an employee who is required to work a constant number of ordinary hours each week. The employment of a casual may be terminated by one hour's notice on either side or by payment or forfeiture of one hour's pay as the case may be.
- 4.3.2 A casual employee shall be paid a minimum payment of 2 hours at the appropriate rate for each start.
- 4.3.3 A casual employee shall not be entitled to annual leave, sick leave, public holidays and other such entitlements.

4.4 Two or more classes of work

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 shall be paid as follows:

- (a) if more than 4 hours on any day the higher rate for the whole of such day.
- (b) if 4 hours or less then payment of the higher rate for 4 hours.

4.5 Incidental and peripheral tasks

- 4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.5.4 These duties may include cleaning and maintenance of outside areas, including gardens and grounds, which form part of a property subject to a cleaning contract.

4.6 Anti-discrimination

- 4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

- 4.7.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.7.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2.

4.7.4 *Time off during notice period*

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

4.7.5 Annual leave cannot be used to form part of the notice for the purpose of clauses 4.7.2 and 4.7.3.

4.7.6 The notice periods prescribed in clauses 4.7.2 and 4.7.3 may be altered by mutual agreement in writing between the employer and the employee concerned.

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employee 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, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the 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.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.9.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.9.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.9.10 *Employees with less than one year's service*

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) 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
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) 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 transmittor; and
 - (B) 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.

- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular

case, or in the instance of contrived arrangements.

4.9.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.10 **Change of contract**

The provisions of clauses 4.8 and 4.9 need not be applied in circumstances where:

- (a) a contract changes hands between contractors and the contractor who is successful in obtaining the contract agrees to engage employees employed at that particular site, with no loss of entitlements; and
- (b) the Union is advised in writing of the circumstances described in clause 4.10(a) within 14 days of the change of contract.

4.11 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 **Definition of classifications**

Employees covered by this Award are to be classified into one of the following classifications and wage levels and remunerated accordingly.

5.1.1 *Cleaner* - is a person employed for the greater part of their working time in cleaning work of any description on or around any premises, or in bringing into or maintaining premises in a clean condition, whatever may be the nature of such employee's other duties.

For the purposes of this Award Cleaner will be deemed to mean a domestic worker engaged to perform work in or around a private residence that is of a household nature including, but not limited to cleaning and washing of inside and outside areas.

5.1.2 *Building services employee Grade 1* - is an employee performing duties of a cleaner, who is, in addition, engaged for the greater part of each day or shift on any of the following tasks, or a combination of such tasks:

- (a) ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.
- (b) carpet cleaning - operating equipment used in any or all of the following methods - powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called "steam cleaning").
- (c) cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.
- (d) operating 'ride on' powered sweeping machines and lawnmowers.
- (e) operating steam cleaning and pressure washing equipment on the exterior of buildings.
- (f) operating basic garden irrigation systems.

5.1.3 *Building services employee Grade 2* - is an employee who is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building, buildings, building equipment, a garden, gardens and/or gardening equipment and who may also perform the duties of a cleaner or building services employee Grade 2 as required.

5.2 **Wage rates**

5.2.1 *Full-time employees*

The minimum rates of wages payable to full-time employees are as follows:

Classification and relativity	%	Per week \$
Cleaner	87.4	627.40
Building services employee Grade 1	92.4	648.30
Building services employee Grade 2	100	682.00

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.2 *Part-time and casual employees*

- (a) Employees employed as part-time employees pursuant to clause 4.2 shall receive not less than the following minimum hourly rates:

	Per hour \$
Cleaner	18.8915
Building services employee Grade 1	20.2185

- (b) The hourly rate for part-time employees shall be adjusted in accordance with the percentage movement that occurs for the rates prescribed in clause 5.2.1.

- (c) Employees employed as casual employees pursuant to clause 4.3 shall receive 23% in addition to the hourly rate prescribed in clause 5.2 for part-time employees.

5.3 Allowances

5.3.1 *Broken Shift allowance*

Where an employee works a Broken Shift such employee shall be paid \$13.84 for every shift so worked.

5.3.2 *Divisional and district allowances*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2 for the Division or District in which they are located:

	Per hour \$	Per week \$
Northern Division, Eastern District	0.0275	1.05
Northern Division, Western District	0.0855	3.25
Mackay Division	0.0235	0.90
Southern Division, Western District	0.0275	1.05

These amounts are payable for all purposes of this Award.

5.3.3 *Leading hands*

Leading hands who have been appointed as such shall be paid the following amounts in addition to the rate of wages prescribed in clauses 5.2.1 and 5.2.2:

	Per week \$
In charge of up to 15 employees:	17.20
In charge of more than 15 employees:	25.90

These allowances are payable for all purposes of this Award.

5.3.4 *Locomotion*

Where an employee is required by the employer to use a motor vehicle on the employer's business, it shall be provided and shall be maintained by the employer or, if supplied by the employee, the employee shall be reimbursed each week:

- (a) In a case where the employer requires the vehicle to be used to carry heavy or bulky equipment which is the property of the employer: \$0.62c per kilometre.

For the purpose of this clause, "heavy or bulky equipment" could include commercial polishing, scrubbing or like machines, but shall not include small or light items.

- (b) In a case where the vehicle is not used to carry equipment which is the property of the employer: \$0.31c per kilometre.

5.3.5 *Refuse collection*

Employees engaged for the major portion of their time on refuse collection and/or disposal and/or the sorting or feeding of incinerators, furnaces or compactors, shall be paid an additional \$3.15 per shift.

5.3.6 *Shift work*

An employee working shift work shall be paid the allowances prescribed in clause 5.5.

5.3.7 *Toilet cleaning*

An employee required to clean toilets for the majority of their shift or period of work, shall be paid \$1.60 per day.

In the case of an emergency a building attendant/janitor may be required to clean toilets to the extent, but only to the extent, of bringing such toilets to the required standard of cleanliness. In such circumstances, the toilet allowance shall not be paid.

5.3.8 *Travelling time and allowances*

Where an employee is required to work at more than one location the employee shall be paid an allowance in accordance with clause 8.1.

5.3.9 *Window cleaning*

Steam cleaners and window cleaners working on the exterior of multi-storey buildings of 23 floors and higher from a scaffold, bosun's chair or other similar device, shall be paid an additional \$2.5275 for each hour, or part thereof, worked on or above the 23rd floor.

5.3.10 *Vaccinations*

Employees working at Airports, Meatworks and/or engaged for the major proportion of their time on refuse collection and/or disposal and/or sorting or feeding of incinerators, furnaces or compactors, cleaning toilets and/or where a risk assessment has identified a need for vaccination will be fully subsidised and reimbursed by the employer for any Hep A & B or other mandatory vaccinations required as part of a contract.

5.3.11 *Airport Allowance*

Employees who perform work on a full-time basis within the precincts of Coolangatta, Brisbane, Townsville, Cairns or any international airports, will be paid an additional \$63.30 per week. Employees other than full-time will be paid \$1.6695 per hour or part of an hour.

The allowance will apply to work performed in such areas, but not limited to, airport drives, train stations, car parks and terminals.

5.3.12 *Mine Sites*

Employees who are employed to work on a full-time basis at a mine site will be paid an additional \$126.50 per week. Employees other than full-time will be paid \$3.3395 per hour or part of an hour.

5.3.13 *Meatworks/Abattoirs*

Employees engaged to work on a full-time basis at a Meatworks/Abattoir will be paid an allowance of \$25.30 per week. Employees other than full-time will be paid 67 cents per hour or part of an hour.

5.3.14 *Income Protection Leave Reserved*

5.3.15 *Power Stations*

Employees who are employed to work on a full-time basis at a power station will be paid an additional \$63.30 per week. Employees other than full-time will be paid \$1.6695 per hour or part of an hour.

5.4 Payment of wages

5.4.1 Wages shall be paid weekly or, by agreement in writing between the employer and the Secretary of the Union, fortnightly. Such payment shall, at the option of the employer, be paid by cash or electronic funds transfer into a financial institution of the employee's choice.

5.4.2 All employees shall be paid on the same day every week within 2 days of the completion of the week's work.

5.4.3 When an engagement is terminated in accordance with clauses 4.3, 4.7.2 or 4.7.3, all wages and overtime shall be paid to the employee within 30 minutes of such termination:

Provided that where an employee terminates their employment without giving the period of notice required by clause 4.7.3, or where an employee is summarily dismissed on a weekend or public holiday, such employee's wages shall be made available not later than 60 minutes after opening time on the next bank trading day.

5.4.4 Where wages are paid in cash, such cash payment shall be made in the employer's time and any employee who is not paid within 15 minutes from the time specified shall be paid ordinary time rates of pay during the time such employee is kept waiting for their wages.

5.5 Shift loading

5.5.1 An employee employed as a Shift Worker shall receive a loading of 15% in addition to the wage rates prescribed in clause 5.2.

5.5.2 The loading in clause 5.5.1 shall be taken into account for all purposes of this Award, with the exception of clause 6.5 (Overtime) and subject to the provisions of clause 7.1 (Annual leave).

5.6 Superannuation

5.6.1 Application - In addition to the rates of pay prescribed by this Award, eligible employees as defined in clause 5.6.5, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *Contributions*

(a) Contributions shall be paid to an approved fund by employers in accordance with the relevant Commonwealth legislation.

(b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences, except in the case of absence on workers' compensation. In the case of workers' compensation, the employer shall contribute in accordance with clause 5.6.2(a) whenever the employee is receiving by way of workers' compensation an amount of money no less than the rate of pay prescribed in clause 5.1.

(d) Other contributions - Nothing in this clause shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

(e) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(f) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.6.

5.6.3 Definitions

- (a) "ARF" means the Australian Retirement Fund established and governed by a trust deed and rules dated 11 July 1986, as may be amended from time to time.
- (b) "Entry date(s)" are defined as 1 January, 1 April, 1 July and 1 October of each year, being dates on which employees are eligible to be enrolled and dates on which contributions in respect of the preceding 3 monthly period are due.
- (c) "Approved fund" means a fund approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.6. Such approved fund may be individually named or may be identified by naming a particular class or category.

5.6.4 An approved fund shall be:

For the purposes of this Award an approved fund shall be:

- (a) Australian Retirement Fund (ARF);
- (b) Sunsuper - which shall be one of the options available to an employer employing employees under another Award of the Queensland Industrial Relations Commission, and which Award prescribed Sunsuper as an approved fund.

5.6.5 Eligibility of employees

- (a) An employee shall become eligible to join an approved fund on the entry date following the completion of 3 months employment.
- (b) An employee shall be enrolled in the approved fund upon the acceptance by the administrator of the fund of a membership application form and shall be deemed to be a member of the scheme from such employee's entry date as prescribed in clause 5.6.5(a).
- (c) Notwithstanding the provisions contained in clauses 5.6.5(a) and 5.6.5(b) an employee who is a member of an approved fund and was having contributions paid in accordance with this Award at such employee's previous place of employment shall continue to have contributions paid on their behalf from the date of commencing employment with their current employer.
- (d) An employer shall not be required to contribute during any periods of unpaid leave - such as unpaid sick leave, maternity leave or the like, or periods of worker's compensation beyond the expiry of any entitlement to workers' compensation make-up pay. Further, an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (e) Contributions in the case of ARF shall be made by the employer at least quarterly on each entry date for eligible employees.
- (f) Notwithstanding any other provision of clause 5.6, except for clause 5.6.5(c), an employee shall be deemed to be a member of an approved fund from the entry date following the completion of 3 months employment, as provided for in clause 5.6.5(a), and the employer shall pay and be liable to pay contributions from such entry date notwithstanding that enrolment in an approved fund is effected subsequent to such entry date.

5.6.6 Enrolment

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of their entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an approved fund within the meaning of clause 5.6.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an approved fund each eligible employee, receives, completes, signs and returns the necessary application form/s provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application form/s and any other relevant material to the trustees of the fund.

- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6 shall:
- (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund;
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.6(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt of that form, then that employer shall:
- (i) advise an eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise such employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6;
 - (ii) in the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer;
 - (iii) in the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions;
 - (iv) at the same time as advising the eligible employee pursuant to clause 5.6.6(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded to the eligible employee pursuant to clauses 5.6.6(c)(i) and 5.5.6(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.6 (a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that an eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where an eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.6.6 (c) shall apply.

5.6.7 Unpaid contributions

Subject to Chapter 11, Part 2, Division 5 of the Act, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.7 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.6.8 Exemptions

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:

- (a) incapacity to pay the costs associated with its implementation; or
- (b) any special or compelling circumstances peculiar to the business of the employer.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 Day Workers

(a) Subject to clause 6.1.2 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work may be worked on up to 5 consecutive days, Monday to Sunday inclusive. Such ordinary hours for Day Workers shall be between the hours of 6.00am and 6.00pm.

By agreement between the employer and the employee, a part-time Day Worker may commence ordinary hours at 4.30am.

Where there is a genuine contractual requirement, and with the agreement of the Union, the spread of ordinary hours prescribed in clause 6.1.1(b) may be amended.

(c) The ordinary hours of duty for part-time and casual employees shall not exceed 8 per day:

Provided that agreements may be reached and recorded in writing between the employer and the Union for part-time and casual employees to work in excess of 8 per day.

(d) The ordinary hours for full-time employees shall not exceed 10 per day.

Where the ordinary working hours are to exceed 8 on any day:

- (i) the arrangement of hours shall be subject to the arrangement of the employer and the majority of employees concerned; and
- (ii) the Union shall be notified within 14 days of the commencement of work under such arrangement:

Provided there is agreement between the employer and the majority of employees concerned the ordinary starting and ceasing times of employees, may be staggered.

6.1.2 Working of a 38 hour week

(a) The 38 hour week shall be worked on one of the following bases, most suitable to the particular site, after consultation with, and giving reasonable consideration to the wishes of, the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

(b) Notwithstanding any other provisions in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

(c) Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.2 Weekend penalty rates

6.2.1 All ordinary time worked by employees between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half.

6.2.2 All ordinary time worked on Sunday shall be paid for at the rate of double the ordinary time rate of pay.

6.3 Meal breaks

6.3.1 A full-time employee shall be allowed a meal break of not less than 30 minutes or more than 60 minutes. Such meal break shall be taken between the 4th and 6th hour of each shift or period of work.

6.3.2 An employee who is required, without notice prior to ceasing duty on the previous day, to perform overtime duty in excess of 2 hours after their usual ceasing time shall be paid \$9.60 as a meal allowance:

Provided that an employee required to continue on overtime shall be paid \$9.60 as a meal allowance after each additional 4 hours overtime worked.

6.3.3 An employee who is notified that they will be required to continue working but who is not so required to continue work shall be paid the meal money prescribed in clause 6.3.2.

6.3.4 *Crib break*

A Shift Worker or an employee working overtime shall be allowed a crib break of 30 minutes without deduction of pay after each 4 hours of overtime worked.

6.4 Rest pauses

6.4.1 *Full-time employees*

Full-time employees shall be entitled to one 20 minute rest pause. Such rest pause shall be taken in conjunction the meal break prescribed by clause 6.3 so as to provide 3 approximately equal periods of work.

6.4.2 *Casual and part-time employees*

(a) Casual and part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day, shall receive a paid rest pause of 10 minutes' duration.

(b) Casual and part-time employees who work a minimum of 8 consecutive ordinary hours (excluding a meal break) on any one day, shall receive a paid rest pause of 10 minutes' duration in the first half and second half of the period worked.

6.4.3 Rest pauses shall be taken in the employer's time.

6.4.4 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

6.5 Overtime

6.5.1 All time worked outside or in excess of the ordinary hours of work prescribed by clauses 6.1 and clause 6.2.1, or outside of any employee's usual commencing and ceasing times, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double the ordinary time rate of pay thereafter.

6.5.2 For the purposes of computing overtime payments each day shall be exclusive of the preceding and succeeding days except where an employee continues working overtime past midnight, in which case all such time worked subsequent to midnight shall be deemed to be work performed on the previous day.

6.5.3 All overtime worked on a Saturday shall be paid for at time and a-half for first 3 hours and double the ordinary time rate of pay thereafter with a minimum payment as for 2 hours' work.

6.5.4 All overtime worked on a Sunday shall be paid for at the rate of double the ordinary time rate of pay with a minimum payment as for 2 hours' work.

6.5.5 All overtime worked by Shift Workers shall be paid for at the rate of double the ordinary time rate of pay.

6.6 Notification of shifts and work location

6.6.1 Each employer shall post a legible notice at some place readily accessible to employees indicating the hours of starting and ceasing work. Alternatively, where it is not practicable to post such a notice, the hours of starting and ceasing shall be given to employees in writing. The said hours shall only be changed after at least 7 days' notice to the employee concerned.

6.6.2 As required by the employer, each employee shall start and cease work on the job at the starting and ceasing times within which the ordinary hours shall be worked and shall transfer from job to job as directed by the

employer. An employee transferred from one job to another during a shift shall be paid for the time occupied in travelling.

- 6.6.3 Where an employee is required to permanently transfer from one job to another (other than by mutual agreement) the employee shall be given 7 days' notice of such change or paid the allowance prescribed in clause 8.1.3 for each day the employee reports for duty at the new location until 7 days have expired from the date of the notice of such change.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of employment be entitled to annual leave on full pay for 4 weeks.

7.1.2 Such annual leave entitlement is exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.4 must be paid for by the employer in advance:

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary rate payable under clause 5.2 at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall pay to the employee, in addition to all other amounts due, their pay, calculated in accordance with clause 7.1.4 for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of such employee's pay for the period of employment calculated in accordance with clause 7.1.4.

7.1.4 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) leading hands - subject to clause 7.1.4(b), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) all employees - subject to the provisions of clause 7.1.4(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.2 and clause 5.5 for the period of annual leave (excluding weekend penalty rates);
 - (ii) leading hand allowances or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.4(b)(i) and 7.1.4(b)(ii).
- (c) clause 7.1.4(b) shall not apply to the following:
 - (i) any period or periods of annual leave exceeding 4 weeks;
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.

- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked if the employee was not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising their employer of their absence and its expected duration:

Provided that payment for such sick leave shall be dependent upon the employee having given at least 2 hours' notice to a nominated representative of the employer of such absence and the approximate period of absence. In the exceptional circumstances or where it is impractical or impossible to give 2 hours notice, the employee shall be required to give as much notice as possible.

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

Employees accumulate sick leave entitlements whilst absent from work on paid leave granted by their employer.

7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) The term "long-term casual employee" means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 *Unpaid leave*

An employee, with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 Bereavement leave shall be exclusive of a rostered day off which may occur during the period of bereavement leave.

7.3.6 Bereavement leave shall be exclusive of any rostered day off which may occur during the period of that bereavement leave.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) maternity leave;
- (b) parental leave;
- (c) adoption leave;
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.4 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
- (b) a part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave;
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time if it is a Saturday and double time and one-half if it is a Sunday.
- (e) nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 Attending court

7.7.1 If an employee is required outside ordinary working hours to attend, in connection with their duties, a court of justice such employee shall be paid travelling time, fares and ordinary time rate of pay for the time of court attendance.

7.7.2 An employee required to attend jury service shall suffer no loss of pay during the period such employee's attendance is required. The employer shall make up the difference between the employee's ordinary time rate of pay and what the employee receives for jury service.

7.7.3 Attending court as a juror shall be deemed to be continuous employment with the employer.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travelling time

8.1.1 Where any employee is required to work at more than one location during their working day or shift, the time occupied in travelling between locations shall be counted as ordinary time worked. Such travelling time between locations shall be counted for the purpose of the 2 hour minimum start provided for part-time and casual

employees in clauses 4.2.2 and 4.3.2.

8.1.2 Where an employee is directed to work away from the usual work location the employer must provide suitable transport free of charge to the employee.

8.1.3 If the employer does not provide transport in accordance with clause 8.1.2 the employee shall be paid \$6.72 per day on each day such employee attends work to compensate for excess fares:

Provided that this payment shall not be made where an employee receives reimbursement in accordance with clause 5.3.8.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Amenities

10.1.1 Employers shall allow employees to eat their meals in a suitable place protected from the weather, and every employee shall leave such place in a thoroughly clean condition.

10.1.2 Where it is necessary or customary for an employee to change their dress or uniform, suitable dressing rooms or dressing accommodation and lockers shall be provided.

10.1.3 Boiling water shall be provided where practicable.

10.1.4 Employees shall not be required to clean toilets used by members of the opposite sex during times when the toilets are available for use by other employees or members of the public. At other times, males may clean female toilets and vice versa provided that it is made quite clear by the use of a notice that the toilets are not in use and are being cleaned by a member of the opposite sex.

10.2 Equipment

All materials and equipment for cleaning purposes shall be supplied by the employer for use on the job.

10.3 Uniforms

10.3.1 Clean overalls, uniforms or special clothing of whatever description will be supplied by the employer where the employer requires such clothing to be worn.

10.3.2 Where employees are required to work in water they shall be supplied with rubber boots which shall remain the property of the employer.

10.4 Work in the rain

10.4.1 Where an employee is required to work in inclement weather, such employee shall be supplied by the employer with suitable wet weather clothing, including a waterproof coat or cape, waterproof hat, trousers and boots. Such clothing shall remain the property of the employer.

10.4.2 Where suitable wet weather clothing is not provided and an employee is required to work in the rain and by so doing gets their clothes wet, such employee shall be paid double the ordinary time rate of pay for all work so performed. Such payment shall continue until such time as the employee finishes work and is able to change into dry clothing.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised Industrial Officer

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 Conduct

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act, or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Trade union training leave

11.3.1 A Union delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.3.2 Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.3.

11.3.3 Any written application by a Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.3.4 For the purposes of clause 11.3 "ordinary pay" means the ordinary time rate of pay payable to the employee exclusive of any allowances, penalty rates or travelling time and fares.

11.3.5 The granting of such leave shall be subject to the following conditions:

- (a) the employee must have at least 6 months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative;
- (b) unless otherwise agreed the maximum number of ordinary hours of leave which an employer shall be required to grant each year will be as follows:

No. of ordinary hours worked by employees per week	No. of ordinary hours leave per calendar year
380 - 1900	38
1901 - 3800	76
3801 and Over	152

- (c) where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an employer from agreeing to release additional employees;
- (d) the granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected;
- (e) where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with the grievance and dispute settlement procedure in clause 3.2.

11.3.6 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.3.7 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

11.3.8 Such paid leave will not affect other leave granted to employees under this Award.

11.3.9 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

11.4 Award posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.5 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.5.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.5.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.5.3 Deduction of Union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

11.6 Notice board

Each employer shall provide a notice board on which notices duly authorised by the secretary of the Union may be posted. Any unauthorised notice posted on the notice board may be removed by the employer or the employer's representative, or by an accredited Union representative. If it is not practicable for such notice board to be provided, the employer shall ensure that copies of such notices provided by the Union are made available individually to each employee within a reasonable period of time.

SCHEDULE A

Schedule A to the Contract Cleaning Award - State provides a pro-forma letter which complies with the requirements of clause 4.1 of the Award. A letter in this form must be provided to all employees, upon engagement. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead. The provision of information to new employees as required by clause 4.1 in a form other than that provided here shall not constitute a breach of the Award.

Employee Name: _____

You have been engaged in accordance with the terms and conditions of the Contract Cleaning Award - State 2003. Note that Part 6 of the Award provides for changes to working patterns. Clause 11.5 of the Award encourages you to join and maintain financial membership of the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees.

EMPLOYER DETAILS

Employer's Name	
Employer's Address	

NATURE OF EMPLOYMENT

Full-time, part-time or casual? (please circle)	Full-time	Part-time	Casual
Will the employee be engaged to perform work on hire to other persons or companies or is the employee regularly engaged to perform work on hire to other persons or companies?	YES or NO		
What job is the employee to perform? (e.g. Cleaner, Building Service Employee)			
At what classification level is the employee engaged or is likely to be engaged? (e.g. Grade 1, Grade 2 etc)			
Does a Certified Agreement apply at the workplace?	YES or NO If yes, what is the name of the agreement?		

CONDITIONS OF EMPLOYMENT

What are the likely number and likely pattern of hours required? (e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday) (subject to change in accordance with the Award)	
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What are the hours to be worked? (subject to change in accordance with the Award)	
What days of the week will be worked? (subject to change in accordance with the Award)	
What are commencing and ceasing times? (subject to change in accordance with the Award)	
<p>A. What is the base permanent rate of pay (including any overaward payment if applicable)?</p> <p>B. (For casual employees) What is the amount of casual loading to be paid? (B = 23% of A)</p> <p>C. What is the total casual rate? (A + B = C)</p>	<p>A = \$..... per hour</p> <p>B = 23% of A = \$..... per hour</p> <p>C = A + B = \$..... per hour</p>
Your engagement as a casual employee could be terminated for any one or all of the following reasons. Provided that nothing may prevent your employment being terminated for a reason that is not listed here.	<p>Project finishes, Shortage of Work, Unsatisfactory Performance/Conduct, Conversion to permanent Employment</p> <p>Any other reason - List Below</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
If you are a casual employee you will be provided as much notice as possible if your employment is terminated provided that your employment may be terminated with the provision of one hours notice or pay in lieu.	

Signed: _____ Position: _____

Date:

SCHEDULE B

Conversion to permanent

- (a) A casual employee, who has been engaged by a particular employer on a constant (i.e. regular and systematic) basis and for several periods of employment under this Award during a period of six months will thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months.
- (c) The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.
- (d) Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under Schedule B, upon receiving notice under Schedule B or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer will consent to or refuse the election but will not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the grievance procedure.
- (f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment the employer and employee in accordance with this clause will discuss and agree upon:
 - (i) which form of employment the employee will convert to, that is, full-time or part-time; and

- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 4.2:

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee will convert to full-time or part-time employment.

Where, in accordance with Schedule B an employer refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the grievance procedure.

An employee must not be engaged and re-engaged to avoid any obligation under this Award.

Dated 20 November 2002.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 20 January 2003