

# Cleaning Services Award 2010 (MA000022)

## Table of Contents

|  |           |
|--|-----------|
| <b>Part 1—Application and Operation.....</b>                         | <b>3</b>  |
| 1. Title .....   | 3         |
| 2. Commencement date .....   | 3         |
| 3. Definitions and interpretation.....                               | 3         |
| 4. Coverage.....   | 4         |
| 5. Access to the award and the National Employment Standards .....   | 4         |
| 6. The National Employment Standards and this award .....            | 4         |
| 7. Award flexibility .....   | 5         |
| <b>Part 2—Consultation and Dispute Resolution.....</b>               | <b>6</b>  |
| 8. Consultation regarding major workplace change .....               | 6         |
| 9. Consultation regarding change of contract.....                    | 7         |
| 10. Dispute resolution.....  | 7         |
| 11. Dispute resolution procedure training leave.....                 | 8         |
| <b>Part 3—Types of Employment and Termination of Employment.....</b> | <b>9</b>  |
| 12. Employment categories .....                                      | 9         |
| 13. Termination of employment.....                                   | 10        |
| 14. Redundancy .....   | 11        |
| <b>Part 4—Minimum Wages and Related Matters .....</b>                | <b>12</b> |
| 15. Classifications .....  | 12        |
| 16. Minimum wages .....  | 12        |
| 17. Allowances .....   | 12        |
| 18. Accident pay.....  | 15        |
| 19. Higher duties .....  | 16        |
| 20. Payment of wages.....  | 16        |
| 21. National training wage .....                                     | 16        |
| 22. Supported wage system .....                                      | 16        |
| 23. Superannuation.....  | 17        |
| <b>Part 5—Hours of Work and Related Matters.....</b>                 | <b>18</b> |
| 24. Ordinary hours of work .....                                     | 18        |
| 25. Rostering .....  | 20        |
| 26. Breaks .....   | 20        |

**Cleaning Services Award 2010 (MA000022)**

|  |  |           |
|--|--|-----------|
| 27.  | Penalty rates .....                                  | 21        |
| 28.  | Overtime .....                                       | 22        |
| <b>Part 6—Leave and Public Holidays .....</b>  |  | <b>23</b> |
| 29.  | Annual leave .....                                   | 23        |
| 30.  | Personal/carer’s leave and compassionate leave ..... | 24        |
| 31.  | Community service leave.....                         | 25        |
| 32.  | Public holidays.....                                 | 25        |
| <b>Schedule A—Classifications.....</b>         |  | <b>26</b> |
| <b>Schedule B—National Training Wage .....</b> |  | <b>29</b> |
| <b>Schedule C—Supported Wage System .....</b>  |  | <b>30</b> |

## Part 1—Application and Operation

### 1. Title

This award is the *Cleaning Services Award 2010*.

### 2. Commencement date

This award commences on 1 January 2010.

### 3. Definitions and interpretation

#### 3.1 In this award, unless the contrary intention appears:

**Act** means the *Workplace Relations Act 1996* (Cth)

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

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

**Commission** means the Australian Industrial Relations Commission or its successor

**employee** has the meaning in the Act

**employer** has the meaning in the Act

**enterprise award** has the meaning in the Act

**enterprise NAPSA** means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

**NAPSA** means notional agreement preserving a State award and has the meaning in the Act

**NES** means the National Employment Standards

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

**ordinary pay** is defined in clause 29.3

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

**shiftworker** is defined in clause 29.2

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

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

#### 4. Coverage

4.1 This industry award covers employers throughout Australia in the contract cleaning services industry and their employees in the classifications listed in Schedule A—Classifications to the exclusion of any other modern award.

4.2 The **contract cleaning services industry** means the business of providing cleaning services under a contract and includes:

(a) cleaning (including event cleaning, trolley collection and hygiene and pollution control but excluding trolley collection covered by the *General Retail Industry Award*); and

(b) minor property maintenance which is incidental or peripheral to cleaning.

4.3 For the purpose of clause 4.2(a), **event cleaning** means the provision of cleaning, in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events and exhibitions.

4.4 The award does not cover an employee excluded from award coverage by the Act.

4.5 The award does not cover an employer bound by an enterprise award or an enterprise NAPSA with respect to any employee who is covered by the enterprise award or NAPSA.

4.6 To avoid doubt this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another award has employees who perform functions referred to in clause 4.2 or in the classification descriptions referred to in Schedule A.

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

#### 5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

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

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

**7. Award flexibility**

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **8.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose

confidential information the disclosure of which would be contrary to the employer's interests.

## **9. Consultation regarding change of contract**

In addition to clause 8—Consultation regarding major workplace change, where a decision is made by an employer to relinquish a cleaning contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:

- 9.1** The employer is required to notify employees 28 days, or as soon as practicable, before an existing cleaning contract is due to expire, or when the employer has been notified that the contract has been terminated.
- 9.2** The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must provide to the successful tenderer a list of employees who have given permission for their details to be so provided and who wish to be considered for employment by the incoming contractor.
- 9.3** Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must contain details of the employee's entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).
- 9.4** The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.

## **10. Dispute resolution**

- 10.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2** If a dispute about a matter under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 10.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 10.4** Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**10.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **11. Dispute resolution procedure training leave**

**11.1** Subject to clauses 11.7, 11.8 and 11.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement that provides it is to be read in conjunction with this award.

**11.2** An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

**11.3** The notice to the employer must include details of the type, content and duration of the course to be attended.

**11.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.

**11.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.

**11.6** Leave of absence granted pursuant to this clause counts as service for all purposes of this award.

**11.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, **an eligible employee representative** is an employee:

- (a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and
- (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution training leave according to the following quota table:

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

- 11.8** Where the number of eligible employee representatives exceeds the quota at any particular time, priority of entitlement for the relevant year will be resolved by agreement between those entitled or, if not agreed, will be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 11.9** For the purpose of applying the quota table, employees employed by the employer under this award are full-time, part-time and casual employees covered by this award with six months or more service who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 10—Dispute resolution applies.

### **Part 3—Types of Employment and Termination of Employment**

#### **12. Employment categories**

**12.1** Employees under this award will be employed in one of the following categories:

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

**12.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual, their usual location of work and the employee's classification. This will then be recorded in the time and wages record of the employee.

#### **12.3 Full-time employment**

A full-time employee is an ongoing employee engaged to work an average of 38 ordinary hours per week. Such hours are to be arranged in accordance with clause 24—Ordinary hours of work.

## 12.4 Part-time employment

- (a) An employer may employ a part-time employee in any classification in this award. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (b) A part-time employee is an employee who:
  - (i) is engaged to work less than the full-time hours of 38 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, in addition to the hourly rate for a full-time employee, an allowance of 15% of the hourly rate. This allowance allows the employer to roster a part-time employee to work up to 7.6 hours per day, five days per week or 38 ordinary hours per week without the payment of overtime.
- (c) An employer is required to roster a part-time employee in accordance with the provisions of clause 25—Rostering, and for a minimum number of hours in accordance with clause 24.2.
- (d) Where clause 25—Rostering does not apply, any requirement by an employer that a part-time employee works hours in addition to those specified in accordance with clause 12.4(a) will be subject to the provisions of clause 28—Overtime.
- (e) Subject to clause 12.4(b)(iii), a part-time employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

## 12.5 Casual employment

Casual employees may only be engaged to perform work on an intermittent or irregular basis or to work uncertain hours or to replace a weekly employee who is rostered off or absent.

### (a) Casual loading

Casual employees will be paid, in addition to the ordinary hourly rates and rates payable for shift and weekend work that apply to full-time employees, an additional loading of 25% of the ordinary hourly rate for the classification under which they are employed.

## 13. Termination of employment

### 13.1 Notice of termination is provided for in the NES.

**13.2 Notice of termination by an employee**

- (a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in clause 13.2(a) the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**13.3 Job search entitlement**

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

**14. Redundancy**

**14.1** Redundancy pay is provided for in the NES.

**14.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

**14.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**14.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

#### 14.5 Transitional provisions

- (a) Subject to clause 14.5(b) an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
  - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 14.5 ceases to operate on 31 December 2014.

### Part 4—Minimum Wages and Related Matters

#### 15. Classifications

- 15.1 Classifications are set out in Schedule A—Classifications. An employee, other than an excluded employee, must be employed in a classification in Schedule A and paid as such.
- 15.2 Despite an employee's classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee's level of skill, competence and training.

#### 16. Minimum wages

An employer must pay full-time employees minimum weekly wages for ordinary hours (exclusive of penalties and allowances) as follows:

| Classification            | Minimum weekly rate | Minimum hourly rate |
|---------------------------|---------------------|---------------------|
| Cleaning Service Employee | \$                  | \$                  |
| Level 1                   | 582.80              | 15.34               |
| Level 2                   | 603.90              | 15.89               |
| Level 3                   | 637.60              | 16.78               |

#### 17. Allowances

## **Cleaning Services Award 2010 (MA000022)**

An employer must pay to an employee such allowances as the employee is entitled to under this clause at the following rates. (With the exception of expense related allowances, which are expressed as a monetary amount, allowances are expressed as a percentage of the standard rate being the minimum weekly wage for the Cleaning Services Employee (CSE) Level 1 classification set out in clause 16—Minimum wages):

### **17.1 Broken shift allowance**

An employee who is required to work two shifts in one day or period of duty (excluding meal breaks) will be paid an additional allowance of 2.29% of the standard rate.

### **17.2 Disability allowances**

#### **(a) Cold places**

An employee working for more than one hour in a place or places where the temperature is reduced by artificial means below zero degrees Celsius will be paid an additional 0.067% of the standard rate per hour.

Where the work continues for more than two hours, employees will be entitled to a rest period of 20 minutes every two hours without loss of pay.

#### **(b) Hot places**

An employee working for more than one hour:

- (i)** in a place or places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an additional 0.067% of the standard rate per hour; and/or
- (ii)** in a place or places where the temperature exceeds 54 degrees Celsius will be paid an additional 0.081% of the standard rate per hour.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will be entitled to 20 minutes rest every two hours without loss of pay.

#### **(c) Height**

An employee engaged in cleaning from a swing scaffold, boatswain's chair or other similar device on the outside of multi-storied buildings:

- (i)** up to and including the 22nd floor above ground level will be paid an additional allowance of 0.108% of the standard rate per hour or part of an hour; and/or
- (ii)** when working above the 22nd floor above ground floor level will be paid an additional allowance of 0.221% of the standard rate per hour or part of an hour.

### 17.3 District allowances

#### (a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

#### (b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(c) Clause 17.3 ceases to operate on 31 December 2014.

### 17.4 Employee using own transport

An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid an allowance of \$0.74 per kilometre travelled. Where a motor cycle is used the allowance will be \$0.25 per kilometre travelled.

### 17.5 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) will be paid an amount of 1.64% of the standard rate per week if they are appointed in writing by their employer to perform first aid duty.

### 17.6 Leading hand allowance

An employee placed in charge of other employees will be paid the following amounts in addition to their classification rate of pay:

| Number of employees | % of the standard rate<br>per week |
|---------------------|------------------------------------|
| 1 to 10 employees   | 6.00                               |
| 11 to 20 employees  | 7.72                               |
| Over 20 employees   | 9.44                               |

**17.7 Meal allowance**

An employee required to work an additional two hours without being notified on the previous day or earlier that they will be so required to work will be paid a meal allowance of \$10.14 or supplied with a meal instead.

**17.8 Refuse collection**

An employee engaged for the major portion of their time on refuse collection and/or disposal and/or sorting or feeding incinerators, furnaces or compactors, will be paid an allowance of 0.456% of the standard rate for each shift worked.

**17.9 Toilet cleaning allowance**

An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance of 1.766% of the standard rate per week or 0.359% of the standard rate per shift.

**17.10 Travel time and fares**

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

**17.11 Uniform allowance**

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

**17.12 Adjustment of expense-related allowances**

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

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

| <b>Allowance</b>  | <b>Applicable Consumer Price Index figure</b> |
|-------------------|---|
| Meal allowance    | Take-away and fast foods sub-group            |
| Vehicle allowance | Private motoring sub-group                    |

**18. Accident pay**

**18.1** Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to

## Cleaning Services Award 2010 (MA000022)

27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

**18.2** The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

**18.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

**18.4** This clause ceases to operate on 31 December 2014.

### **19. Higher duties**

**19.1** An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties will, if such work exceeds a total of four hours on any day, be paid for all work done on such day at the higher rate.

**19.2** If such work does not exceed four hours on any day the employee will be paid the higher rate for the actual time worked.

### **20. Payment of wages**

**20.1** Wages will be paid either weekly or fortnightly. Payment will be made to the employee no later than Thursday in each pay week.

**20.2** The employer may elect to pay wages either in cash or by electronic funds transfer (EFT) into an account nominated by the employee with a bank or other financial institution. Provided that the employer and an employee may agree that wages be paid in cash.

**20.3** Where a cash payment occurs or the employer fails to transfer wages by EFT, an employee left waiting will be paid at ordinary rates until such time as the wages are paid.

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

### **21. National training wage**

See Schedule B

### **22. Supported wage system**

See Schedule C

## **23. Superannuation**

### **23.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **23.2 Employer contributions**

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

### **23.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clause 23.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clause 23.3(a) or (b) was made.

### **23.4 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) and (b) while the employee is:

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

### **23.5 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clause 23.3(a) and (b) to one of the following superannuation funds:

- (a) AustralianSuper;
- (b) SunSuper; or
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

## **Part 5—Hours of Work and Related Matters**

### **24. Ordinary hours of work**

#### **24.1 Full-time employees**

- (a) The ordinary working hours for full-time employees (as defined in clause 12.3) will not exceed 38 hours per week to be worked, except for meal breaks, in periods of not more than 7.6 hours per day in not more than five days on any day Monday to Sunday inclusive.
- (b) However, ordinary hours can average 38 per week to be worked in not more than 152 hours over a four week cycle, on any day Monday to Sunday inclusive.
- (c) The average of 38 hours per week is to be worked in the following ways:
  - (i) five days of not more than 7.6 hours per day;
  - (ii) a 19-day month of eight hours per day;
  - (iii) 152 hours within a work cycle not exceeding 28 consecutive days in establishments where the method of banking of rostered days off is implemented; or
  - (iv) by mutual agreement between the employer and the majority of employees, employees may be rostered for up to 10 hours per day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (d) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee will not be entitled to more than 12 such rostered days off in any 12 month period.
- (e) The ordinary hours of work having been determined by the employer and employee in accordance with clause 24.1(c) will not be altered without the giving of one week's notice except in the case of emergency.

- (f) Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.

## **24.2 Part-time and casual employees**

- (a) The employer will roster part-time and casual employees for the following minimum engagement periods, but in the event that the employer does not require employees to work for the full period of the minimum engagement, the employer must pay employees as if they had worked the minimum period.
- (b) Where only one employee is engaged at a small stand alone location with a total cleaning area (as defined) of 300 square metres or less, and where it is not practicable for a longer shift to be worked across two or more locations, the minimum engagement will be for one hour.
- (c) Where employees are engaged at a location with a total cleaning area (as defined) of up to 2000 square metres the minimum engagement will be for two hours.
- (d) Where employees are engaged at a location with a total cleaning area (as defined) of between 2000 and 5000 square metres the minimum engagement will be for three hours.
- (e) Where employees are engaged at a location with a total cleaning area (as defined) of more than 5000 square metres the minimum engagement will be for four hours.
- (f) The minimum engagements of three and four hours provided for in clauses 24.2(d) and (e) will operate from the date when a contract changes at a site or building between 1 January 2010 and 31 December 2014.
- (g) **Transitional arrangements**

The following will continue to apply to ongoing contracts after 1 January 2010 until there is a change of contract, or until 31 December 2014 whichever is the sooner:

- (i) For all States and Territories (excluding New South Wales and the ACT) the minimum engagement for part-time and casual employees will be:

- three hours on a Sunday or Public holiday; and
- two hours on a Monday to Saturday.

Provided that where the employee is the sole person employed on the premises, on a Monday to Saturday, the minimum will be one hour.

- (ii) For New South Wales and the ACT, the minimum engagement for part-time and casual employees will be:

- three hours at the appropriate hourly rate for each start.

Provided that where one employee is employed at a small location, the employee will work and be paid on a one shift basis of no less than two hours where the total cleaning area (as defined) is 500 square metres or

more and no less than one hour when the total cleaning area (as defined) is less than 500 square metres.

### **24.3 Breaks between shifts**

- (a) The employer must give an employee a break of at least eight consecutive hours between the completion of their ordinary hours of work on any day and the commencement of ordinary hours of work on the next day.
- (b) Where an employer requires an employee to continue or resume work without allowing the employee to have eight consecutive hours off duty, the employer must pay the employee at overtime rates until the employee is released from duty for at least eight consecutive hours. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **24.4 Days off per week**

Each employee will be entitled to two consecutive full days off within each seven day cycle.

## **25. Rostering**

**25.1** A roster for all employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned.

**25.2** The roster will be alterable on seven days' notice, or on lesser notice in the case of emergency or by agreement between the employer and employee. Such agreement will be recorded in the employee's time and wages records.

### **25.3 Part-time employees only**

Subject to clause 12.4(b)(iii), part-time employees are to be rostered in accordance with clauses 25.1 and 25.2 except that ordinary hours will be less than 38 hours per week.

## **26. Breaks**

### **26.1 Shiftworkers**

A paid meal break for shiftworkers, (being employees who work a shift that attracts the penalty in clause 27.1) of not less than 20 minutes will be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift. A further 10 minute paid tea break will be given to all full-time shiftworkers working a straight shift.

### **26.2 Non-shiftworkers**

An unpaid meal break for non-shiftworkers of not less than 30 minutes and not more than one hour will be allowed for a meal. An employee will not be required to work for more than four and one half hours without a meal break except in cases of emergency when the time may be extended to five hours. A 10 minute paid morning

tea break and a 10 minute paid afternoon tea break will be given to all day workers and broken shiftworkers.

**26.3 All employees**

- (a) If an employee is interrupted during their normal meal break and directed to work, the employee will be paid at overtime rates for all work done until such time as the meal break is resumed.
- (b) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked.

**27. Penalty rates**

**27.1 Shiftwork**

**(a) Early morning, afternoon and non-permanent night shift**

All early morning, afternoon and non-permanent night shiftworkers will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shiftwork. For the purposes of this clause shiftwork will mean any shift Monday to Friday starting before 6.00 am or any shift finishing after 6.00 pm. Employees will receive the shiftwork hourly rates of pay for the entire shift (other than overtime).

**(b) Permanent night shift**

If a night shift, being a period of duty finishing after midnight and at or before 8.00 am, does not rotate or alternate with another shift or day work, then a permanent night shift allowance of 30% of the ordinary hourly rate for the appropriate classification will be paid for all hours worked. Provided that where a part-time employee is in receipt of this allowance they will not also be entitled to be paid the 15% loading provided for in clause 12.4(b)(iii).

**27.2 Weekend penalties**

**(a) Saturday work**

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

**(b) Sunday work**

For all hours worked between midnight Saturday and midnight Sunday, an employee will be paid double the ordinary hourly rate for their classification.

**27.3 Public holiday work**

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

## **28. Overtime**

- 28.1** An employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (e) any other relevant matter.
- 28.2** Overtime, worked from midnight Sunday to midnight Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.
- 28.3** Overtime worked on Sundays will be paid at the rate of double time.
- 28.4** Overtime worked on Public holidays will be paid at the rate of double time and one half.
- 28.5** All time worked by full-time employees outside the rostered hours as agreed pursuant to clause 25.1 is overtime.
- 28.6** All time worked in excess of 7.6 hours per day, five days per week or 38 hours in any week by a part-time employee is overtime.
- 28.7** In computing overtime payments each day's work will stand alone.
- 28.8** Where an employee, following the completion of their ordinary hours leaves the workplace and is recalled to duty at any workplace of the employer, overtime payments will apply for a minimum of two hours. However the interval between the completion of ordinary hours and the commencement of overtime will not be regarded as time worked.
- 28.9** Where an employer and an employee agree time off instead of payment for overtime worked may be taken provided that such time off instead is taken no longer than four weeks after the overtime is worked.
- (a) For the purposes of this clause time off instead will be calculated on an hour for hour basis, that is one hour for each hour worked.
  - (b) Where time off instead is not taken within four weeks of accrual the employer will pay the overtime at the rate provided for in this clause.
  - (c) If an employee resigns or their employment is terminated prior to taking time off instead of accrued overtime, then the overtime will be paid as if they had not agreed to take time off instead.

## Part 6—Leave and Public Holidays

### 29. Annual leave

**29.1** Annual leave is provided for in the NES. Annual leave does not apply to casual employees. This clause supplements or deals with matters incidental to the NES provisions.

### 29.2 Definition of shiftworker

- (a) For the purposes of the NES, a shiftworker is an employee:
  - (i) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
  - (ii) who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for any part of the 12 month period as a shiftworker, that employee must have their annual leave increased by one half day for each month the employee is continuously engaged as a seven day shiftworker, provided that a limit of 10 months in any year will be counted towards the additional leave accrual.

### 29.3 Definition of ordinary pay

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

- (a) leading hand allowance;
- (b) first aid allowance; and
- (c) penalty rates paid for shiftwork or rostered ordinary hours of work on Saturday and/or Sunday.

### 29.4 Payment of annual leave

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

### 29.5 Leave allowed before due date

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued, the

employer may make a corresponding deduction from any money due to the employee on termination.

## 29.6 Annual close-down

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

- (a) The employer may give in writing to such employees one month's notice (or in the case of an employee engaged after the giving of such notice, on engagement) of their intention to apply the provisions of this clause.
- (b) Any employee given notice under clause 29.6(a) who at the date of closing is entitled to annual leave will be given such leave commencing from the date of the close-down and, in addition, will be paid 1/12th of their ordinary pay for any period of employment after accrual of their right to annual leave and up to but excluding the date of closing.
- (c) Any employee given notice under clause 29.6(a) who at the date of close down is not entitled to annual leave will be paid 1/12th of their ordinary pay for the period between engagement and the date of the close-down. Where practicable such an employee will be employed at another of the employer's sites for the balance of the period of the close down.
- (d) For the purposes of accruing annual leave, the next 12 month qualifying period of employment for an employee subject to this clause commences on the date of the close-down.
- (e) The close-down period will be limited to four weeks, plus any public holidays that fall during the period of the close down.
- (f) All public holidays that fall during a close-down period will be added to the period of paid leave.
- (g) In this clause **date of closing** in relation to each employee means the first day of the employees annual leave pursuant to this clause.

## 29.7 Payment of accrued annual leave on termination

Where an employee is entitled to payment of untaken annual leave on termination of employment under the terms of the NES, the employer must also pay the employee a loading of 17.5% calculated on an employee's ordinary time rate of pay. The loading is payable on leave accrued but not taken with respect to completed years of service only.

## 30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

**31. Community service leave**

Community service leave is provided for in the NES.

**32. Public holidays**

**32.1** Public holidays are provided for in the NES.

**32.2 Substitution of public holidays by agreement**

By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.

## Schedule A—Classifications

All employees will be classified according to the following classification definitions and paid as such. Provided that an employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

**A.1** A **Cleaning Services Employee Level One** (CSE 1) is an employee who at the completion of their training and induction is capable of performing work within the scope of this level. Such an employee to the level of their training:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team;
- exercises discretion within the level of their skills and training; and
- performs those tasks customarily performed by cleaners utilising a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.

**A.1.1** Indicative of the tasks which an employee at this level may perform, on a daily or periodic basis, are the following:

- spot cleaning of carpets and soft furnishings;
- operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- sweeping and mopping;
- toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 17.9);
- rubbish collection;
- cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing;
- telephone cleaning and germ proofing;
- cleaning of glass, both internal and external;
- dusting of all hard surfaces;
- table bussing;
- undertaking tea attendant duties;
- collecting, servicing and maintaining shopping and/or luggage trolleys;
- re-arranging and re-organising furniture;
- routinely maintaining indoor greenery (shrubs and plants);
- sanitary disposal processing; and

## **Cleaning Services Award 2010 (MA000022)**

- wiping and sweeping under and around seats and table tops.

**A.2** A **Cleaning Services Employee Level Two** (CSE 2) is an employee who at the completion of training is capable of performing work within the scope of this level. Such an employee performs work above and beyond the skills of an employee at CSE 1 level and:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- works under general supervision either individually or in a team;
- is responsible for assuring the quality of their own work; and
- performs those tasks customarily performed by cleaners.

**A.2.1** A CSE 2 may be required to perform any duties of a CSE 1 and, in addition, performs any of the following indicative tasks or a combination of such tasks, for the greater part of each day or shift:

- routine repair work and/or building maintenance (of a non-trade nature) in or about the facility;
- ordering and distribution of toilet and other requisites and cleaning materials;
- customer or public relations duties as required;
- carrying out those roles expected of a leading hand (and is paid the allowance as stipulated in clause 17.6);
- carpet cleaning;
- cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices;
- operating ride-on powered machinery;
- operating steam cleaning and pressure washing equipment;
- maintaining gardens, lawns and rockeries;
- trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;
- vehicular rubbish collection and operating mobile compaction units; and
- specialist computer cleaning.

**A.3** A **Cleaning Service Employee Level Three** (CSE 3) is an employee who at the completion of training performs work above and beyond the skills of an employee at CSE 2 notwithstanding the fact that a CSE 3 may be required to perform any duties of a CSE 1 or CSE 2. An employee at this level:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;

### **Cleaning Services Award 2010 (MA000022)**

- co-ordinates the work of CSE 1s and CSE 2s and generally superintends the activity of all the building cleaners as a building supervisor or manager;
- is responsible for ensuring the quality of their work; and
- has a knowledge of the employer's operation.

**A.3.1** Indicative of the tasks which an employee at this level may perform are the following:

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

**Schedule B—National Training Wage**

## Schedule C—Supported Wage System

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

**C.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **C.3 Eligibility criteria**

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

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

### **C.4 Supported wage rates**

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

| <b>Assessed capacity (clause C.5)</b> | <b>Relevant minimum wage</b> |
|---------------------------------------|------------------------------|
| <b>%</b>                              | <b>%</b>                     |
| 10                                    | 10                           |
| 20                                    | 20                           |
| 30                                    | 30                           |
| 40                                    | 40                           |
| 50                                    | 50                           |
| 60                                    | 60                           |
| 70                                    | 70                           |
| 80                                    | 80                           |
| 90                                    | 90                           |

**C.4.2** Provided that the minimum amount payable must be not less than \$69 per week.

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

## **C.5 Assessment of capacity**

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

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **C.6 Lodgement of SWS wage assessment agreement**

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

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

## **C.7 Review of assessment**

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

## **C.8 Other terms and conditions of employment**

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

## **C.9 Workplace adjustment**

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

## **C.10 Trial period**

**C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$69 per week.

**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.