

**COMPASS GROUP
(MEDIREST – ACT HOSPITAL CLEANERS)
AND UNITED WORKERS UNION
ENTERPRISE AGREEMENT 2024**

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Part 1—Application and Operation

1. TITLE

This agreement shall be known as the *Compass Group (Medirest - ACT Hospital Cleaners) and United Workers Union Enterprise Agreement 2024 (Agreement)* and is made pursuant to the *Fair Work Act 2009 (Cth) (FW Act)*.

2. APPLICATION AND COVERAGE

2.1 The Agreement applies to and covers *Compass Group Australia Pty Ltd* (ABN 41 000 683 125) (**Company**) and its employees that are engaged in the classifications outlined in Schedule A of the Agreement and who perform cleaning work at hospitals in the Australian Capital Territory (excluding award-free management employees).

2.2 It is intended that the United Workers Union (the Union) will be covered by the Agreement in accordance with section 183 of the FW Act.

3. COMMENCEMENT AND PERIOD OF OPERATION

3.1 The Agreement comes into operation on the first day of the full pay period that occurs at least seven days after it is approved by the *Fair Work Commission (Commission)*.

3.2 The nominal expiry date for the Agreement is the 2-year anniversary from the date on which it is approved by the Commission. However, the Agreement shall continue to operate until it is replaced or terminated by approval in accordance with the FW Act.

4. AGREEMENT STANDS ALONE AND NO EXTRA CLAIMS

4.1 This Agreement stands alone. All other agreements and awards are excluded from having any application to an employee while performing the work covered by this Agreement.

4.2 The employees covered by the Agreement and the Company will not make any claims in respect of any permitted matters (as defined by section 172(1) of the FW Act) before the nominal expiry date of the Agreement, irrespective of whether they are the subject of the Agreement. The employees will not engage in any industrial action in support of, or for the purpose of advancing, any other or extra claims.

4.3 To avoid doubt, nothing in this clause prevents the employees and the Company commencing negotiations for a new enterprise agreement that will apply following the nominal expiry date of the Agreement or the Company requesting that employees approve a proposed variation of the Agreement.

4.4 National Employment Standards

The provisions of the *National Employment Standards (NES)* apply to employees and are to be read in conjunction with the Agreement. Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency. To avoid doubt, the provisions of the NES do not form part of the Agreement itself.

5. DEFINITIONS

Award means the *Cleaning Services Award 2020*.

Base rate of pay means the base or ordinary time hourly rate of pay for the relevant classification as set out in clause 18 (Schedule B).

Commission means the Fair Work Commission

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

Individual flexibility arrangement: see clause 7.1

NES means the *National Employment Standards* as contained in sections 59 to 131 of the FW Act.

Shiftworker: see clause 28.1.2

Spread of hours means the period elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.

Union: means the United Workers Union.

6. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

The Company must make copies of this Agreement and the NES accessible to employees by either placing a copy on a noticeboard at the workplace or providing access through electronic means, or by other reasonable means.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENT

7.1 In order to meet their genuine needs, the Company and an employee may agree to make an **individual flexibility arrangement (IFA)** to vary the effect of terms of the Agreement in relation to one or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading.

7.2 An IFA must be genuinely agreed between the parties without coercion or duress. An IFA cannot be a condition of engagement and can only be made after the employee has commenced employment with the Company.

7.3 The Company must ensure that the terms of the IFA:

- (1) are about permitted matters under the FW Act; and
- (2) are not unlawful terms under the FW Act; and
- (3) result in the employee being better off overall at the time the IFA is made than the employee would be if no arrangement was made.

7.4 The Company must ensure that the IFA:

- (1) is in writing; and
- (2) includes the name of the Company and employee; and

- (3) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (4) includes details of:
 - (a) the terms of the Agreement that will be varied by the IFA; and
 - (b) how the IFA will vary the effect of the terms; and
 - (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (5) states the day on which the IFA commences.

7.5 The Company must give the employee a copy of the IFA as soon as practicable but no later than 14 days after it is agreed to and must maintain the IFA as an employee record.

7.6 The Company or employee may terminate the IFA:

- (1) by giving no more than 28 days written notice to the other party to the IFA; or
- (2) if the Company and employee agree in writing— at any time.

7.7 An employee may be represented by a third party in the negotiation of an IFA.

7.8 An Employee is entitled to a 7-day cooling off period from the date that the IFA was signed and provided to them. During the 7-day cooling off period the Employee can cancel the IFA by giving written notice to the Employer

Part 2—Consultation and Dispute Resolution

8. CONSULTATION

8.1 Consultation regarding major workplace change

8.1.1 The parties recognise that significant changes are likely to occur which will affect the Company and Employees. The parties recognise that the implementation of change is enhanced by the involvement of affected Employees and the Union through a process of consultation, which means the provision of relevant information, discussion, and providing a genuine opportunity to contribute to the decision-making process. The parties recognise that where a change is the result of a decision by the Client the consultation process, including the opportunity to genuinely contribute to the decision-making process, may be limited.

8.1.2 Notification of Change

- a) If the Company is seriously considering workplace changes that are likely to have a significant effect on the employees, the Company must consult with the affected Employees and the Union before the implementation of the proposed changes. Provided that where a change is the result of a decision by the Client the Company will commence the consultation process as soon as practicable, which may be after the decision has been made.
- b) As soon as practicable, the Company must discuss with the affected Employees and the Union the;
 - i. reasons for the changes;
 - ii. measures taken (or to be taken) by the Company to avert or mitigate the possible adverse effects the changes may have on employees.
 - iii. considerations of alternatives, if any
 - iv. workplace health and safety implications, if any; and
 - v. implementation process and schedule.
- c) The Company must give prompt and genuine consideration to matters raised about the change by the affected employees and the Union.
- d) As soon as a final decision has been made, the Company must notify the affected employees and the Union, in writing, and explain the effects of the decision.
- e) The parties must act in good faith in relation to the consultation process provided in this clause.

8.1.3 Significant Effect

Significant effect includes, but is not limited to; termination of employment; major changes in the composition, operation or size of the workforce or in the skills required; alteration of hours of work (excluding regular roster changes); need for retraining or transfer of employees to other

work locations; or restructuring of jobs.

8.2 Changes to regular roster or ordinary hours of work

- a) If the Company proposes to change the regular roster, the Company must consult with the affected employees and the Union before the implementation of the proposed changes. Provided that where a change is the result of a decision by the Client the Company will commence the consultation process as soon as practicable, which may be after the decision has been made.
- b) As soon as practicable, the Company must:
 - i. discuss the introduction of the change with the affected employees and the Union;
 - ii. provide information about the change, including the nature of the change, what the Company reasonably believes will be the effects of the change on the employees, when the change is proposed to commence
 - iii. invite the affected employees and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - iv. give prompt and genuine consideration to any views about the impact of the given by affected employees or the Union.
- c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours, or in relation to normal changes to rostered hours.

8.3 Consultation regarding change of contract

In addition to clause 8.1 and 8.2, where a decision is made by the Company to relinquish the Contract, or a decision is made by the Client that is likely to bring about a change of contract, the following will apply:

- a) The Company is required to notify employees 28 days, or as soon as practicable, before the Contract is due to expire, or when the Company has been notified that the Contract has been terminated.
- b) The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the Company in the event that the contract is terminated. The Company 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 Company 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.
- c) Employees who are not offered suitable alternative employment with the Company must be notified in writing by the Company, 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).

- d) The Company must facilitate a meeting between the incoming contractor and employees who are not offered suitable alternative employment with the Company.

9. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

9.1 Any grievance, industrial dispute, or matter likely to create a dispute which pertains to this Agreement, the NES, or the relationship between the Company and an employee, must be dealt with in accordance with this procedure.

9.2 An employee may be represented at any stage in this procedure by a chosen representative.

Step 1 Discuss the matter with Supervisor or Manager. An employee must, in the first instance discuss and attempt to resolve grievances or issues with their Supervisor or Manager. The Supervisor or Manager must make all reasonable attempts to resolve the grievance or issue within seven days.

Step 2 Raise the matter with Senior Management. If the matter is not resolved at Step 1, the employee may refer the matter to Senior Management who will respond to the matter within 14 days, or such longer period as agreed.

Step 3 Refer the matter to the Commission.

- a) If the matter is not resolved at Step 2, the employee may refer the matter to the Commission. Once a matter has been referred to the Commission, it will be dealt with in two stages:

- i. The Commission will first attempt to resolve the matter through conciliation, mediation, expressing an opinion, or making a recommendation.
- ii. If the Commission is unable to resolve the dispute at the first stage, the Commission may arbitrate the matter and make a determination that is binding on the parties, subject to the usual rights of appeal of a decision of the Commission under the FW Act.

- b) The Commission will have the power to do all things necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the process effective.

9.3 While the above procedure is being followed, work must continue normally, without prejudice to any party to the dispute.

Part 3—Types of Employment and Termination of Employment

10. TYPES OF EMPLOYMENT

10.1 Employees under the Agreement will be employed in one of the following categories:

- (1) full-time;
- (2) part-time; or
- (3) casual.

10.2 At the time of engagement, the Company will inform each employee of the terms of their engagement including their employment status (full-time, part-time or casual), classification and base hourly rate of pay.

11. FULL-TIME EMPLOYMENT

A full-time employee is an employee who works an average of 38 ordinary hours per week.

12. PART-TIME EMPLOYMENT

12.1 A part-time employee is an employee who:

- (1) is engaged to work less than an average of 38 hours per week;
- (2) is entitled to a minimum payment for four hours' work for each shift.
- (3) has reasonably predictable hours of work; and
- (4) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

12.2 At the time of engagement, the Company and a part-time employee will agree in writing on:

- (1) the number of hours to be worked each day; and
- (2) the days of the week on which the employee will work; and
- (3) the times at which the employee will start and finish each day.

12.3 The Company and the employee may vary an agreement under clause 12.2. Any variation must be recorded in writing.

12.4 Subject to clause 27 - Overtime, the employee may rostered for ordinary hours up to a total of 76 in the fortnight.

12.5 Part-time employees shall be paid for each ordinary hour worked an allowance of 15% of their base rate of pay in addition to their base rate of pay specified in clause 18 – Wage Rates. The part-time allowance is payable so as to allow the Company to roster a part-time employee to work up to 7.6 hours per day, 5 days per week or 38 ordinary hours per week without payment of overtime.

13. CASUAL EMPLOYMENT

13.1 A casual employee is an employee engaged as such, and is paid the relevant base rate of pay plus a casual loading of 25% as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.

13.2 A casual employee may only be engaged:

- (1) To perform work on an intermittent or irregular basis; or
- (2) To work uncertain hours or
- (3) To replace a full-time or part-time employee who is rostered off or absent.

13.3 A casual employee may be engaged to work ordinary hours:

- (1) up to a maximum of 7.6 ordinary hours per day or per shift.
- (2) up to a maximum of 76 hours per fortnight

13.4 A casual employee is entitled to a minimum payment for four hours' work for each shift.

13.5 All time that the Company requires a casual employee to work that is in excess of the hours prescribed in clause 13.2 will be overtime and paid for at the rates prescribed in clause 27—Overtime.

13.6 Conversion to full-time or part-time employment

13.6.1 A person engaged by the Company as a regular casual employee may request that their employment be converted to full-time or part-time employment.

13.6.2 After the first 6 months of continuous service with the Company, the Company will issue a written notice to advise the casual they could be eligible to request casual conversion consistent with clause 13.6 of this Agreement.

13.6.3 A regular casual employee is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

13.6.4 A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.

13.6.5 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

13.6.6 Any request must be in writing and provided to the Company.

13.6.7 Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

13.6.8 Reasonable grounds for refusal include that:

- (1) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement —that is, the casual employee is not truly a regular casual employee as defined in clause 13.6.2;
- (2) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months.

13.6.9 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

13.6.10 Where the Company refuses a regular casual employee's request to convert, the Company must provide the casual employee with the Company's reasons for refusal in writing within 21 days of the request being made.

13.6.11 If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure.

13.6.12 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause the Company and employee must discuss and record in writing.

13.6.13 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

13.6.14 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.

13.6.15 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

13.6.16 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.

13.6.17 Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

14. TERMINATION OF EMPLOYMENT

14.1 Notice by the Company

14.1.1 The Company may terminate an employee's employment if the Company:

- (a) has given the employee in writing the minimum period of notice of the day of the termination; or
- (b) has paid to the employee (or to another person on the employee's behalf) compensation in lieu of notice.

14.1.2 The minimum period of notice, except for a casual employee, is to be worked out as follows:

- (a) first work out the period of notice using the table below; and
- (b) then increase the period of notice by 1 week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least 2 years of continuous service with the Company at the end of the day the notice is given.

Employee’s period of continuous service with the Company at the end of the day the notice is given	Minimum 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

14.1.3 The required amount of compensation in lieu of notice must be at least the amount the Company would have been liable to pay to the employee (or to another person on the employee’s behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

14.1.4 The notice provisions will not be required in cases of serious misconduct (including, but not limited to, theft, assault and fraud) or for employees employed for a specified period of time or task.

14.1.5 The notice provisions do not apply to a casual employee.

14.2 Notice by an Employee

14.2.1 The notice of termination required to be given by an employee is the same as that required to be given by the Company, except that the additional notice based on the employee’s age is not required.

14.2.2 If the employee fails to give the required notice, or work during the notice period, by written agreement of the employee the Company may withhold monies due to the employee not exceeding one week’s wages under this Agreement.

14.3 Job Search Entitlement

If the Company has given notice of termination to an employee, the employee is entitled to up to one day’s time off work without loss of pay to seek other employment. Such time off is to be taken at a time suitable to the employee after consultation with the Company.

15. REDUNDANCY

15.1 Redundancy pay is provided for in the NES. An employee is entitled to be paid redundancy pay if the employee’s employment is terminated at the Company’s initiative because the Company no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour. To avoid doubt, termination of employment due to a change to or loss/end of contract between the Company and a client is a usual reason for a change in the Company’s workforce and is part of the ordinary and customary turnover of labour within the Company.

15.2 Redundancy pay

The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the below table. An Employee's base rate of pay will be the basis used for the calculations.

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

15.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties due to redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Provided that the Company may instead, at the Company's option, make a payment equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of the all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period of notice which was not given.

15.4 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 will be 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 will not be entitled to payment instead of notice.

15.5 Job search entitlement

15.5.1 An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice to seek other employment. This is in lieu of the job search entitlement in clause 14.3.

15.5.2 If the employee has been allowed paid leave for more than one day during the notice period to seek other employment, the employee will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

Part 4—Classifications and Minimum Wage Rates

16. WORK ORGANISATION AND DUTIES

- 16.1 Employees will be employed in a classification shown in the Agreement according to the duties that they are usually required by the Company to perform. In addition, employees may be required to work in other classifications within the Agreement or undertake other reasonable duties within the limits of their competence.
- 16.2 An employee will participate in training as required, and, if competent to do so, must assist in the training of other employees as and when necessary or as required by the Company.\
- 16.3 To avoid doubt and without limiting clause 16.1, an employee can be directed by the Company to perform the work of any of the classifications in the Level in which they are employed.
- 16.4 The parties (United Workers Union and the Company) are committed to providing a safe working environment for employees, acknowledging that this is intimately connected to the employer setting workloads at reasonable levels.

17. CLASSIFICATIONS

The definitions of the classifications are set out in **Schedule A** to the Agreement.

18. WAGE RATES

- 18.1 Adult employees must not be paid less than the base rate of pay for work in accordance with the relevant classification.
- 18.2 Base rates of pay are outlined in Schedule B.
- 18.3 Increases are effective from the first full pay period commencing on or after the specified date outlined in Schedule B.

18.6 Savings provision

Despite the above, no employee will be paid less than the applicable hourly rate of pay that would have been paid for time worked contained in Schedule B - Summary of Hourly Rates of Pay in the *Award* as varied from time to time. The hourly rate of pay for the purpose of this clause is the base rate in the Award, plus any penalty rate and part-time & casual loading in the Award.

19. ALLOWANCES

19.1 Meal allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will be supplied with a meal by the Company or, if a meal is not provided, will be paid an allowance as outlined in Schedule C.

19.2 First aid allowance

An employee appointed by the Company as a first aid officer who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St

John Ambulance (or similar body) will be paid a weekly first aid allowance as outlined in Schedule C.

19.3 Broken shift allowance

An employee works a broken shift if the employee is required to work a rostered shift on any day in 2 periods of duty (excluding meal breaks and rest/other breaks) within a maximum spread of 13 hours and with a break between them of longer than one hour.

The Company shall pay an employee a broken shift allowance as outlined in Schedule C.

19.4 Bodily fluid handling allowance

An employee who is engaged for the majority of a day or rostered shift in cleaning theatres or delivery suites, and is required to clean or handle bodily fluids, shall be paid an allowance as outlined in Schedule C.

19.5 Toilet cleaning allowance

An employee who is engaged for the majority of a day or rostered shift to clean toilets will be paid a toilet cleaning allowance as outlined in Schedule C.

19.6 Cold places allowance

An employee who is required to work for more than one hour in a place or places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid an allowance as outlined in Schedule C.

19.7 Waste Collection Allowance

An employee engaged for the majority of a day or rostered shift on waste collection and/or disposal and/or sorting or feeding incinerators, furnaces or compactors, will be paid an allowance as outlined in Schedule C.

19.8 Leading hand allowance

A leading hand is an employee who supervises or directs the work of another employee. The Company will pay the employee an allowance per week of the amount specified in Schedule C depending on the number of other employees of which the employee oversees.

19.9 Allowances increases

Increases to allowances are effective from the first full pay period commencing on or after the specified date in Schedule C of this Agreement.

20. HIGHER DUTIES

20.1 An employee engaged for four or more hours of any one shift on duties of a higher classification than their ordinary classification must be paid the higher rate for the whole of the shift. If the employee is engaged for less than four hours, they must be paid the higher rate for the time so worked.

20.2 A higher paid employee will, when directed by the Company, temporarily relieve a lower paid employee without loss of pay.

21. PAYMENT OF WAGES

The Company will pay wages fortnightly by payment into an employee's bank account by electronic funds transfer, without cost to the employee.

22. SUPERANNUATION

22.1 Company contributions

22.1.1 The Company is required to make such superannuation contributions in accordance with the provisions of the Superannuation (Guarantee) Administration Act 1992 (Cth) to a superannuation fund for the benefit of an employee as will avoid the Company being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. In the event that an Employee does not nominate fund and does not have a stapled fund (as defined by the Australian Taxation Office), contributions shall be paid into the Default Fund.

22.2 Voluntary employee contributions

Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Company 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 Company makes the superannuation contributions.

22.3 Superannuation fund

The Company will make the superannuation contributions to a complying fund nominated by the employee. In the absence of an employee nominated fund, the contributions shall be paid to the default fund, HOST-PLUS or Australian Super.

22.4 Absence from work

22.4.1 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.1.1 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.

Part 5—Hours of Work and Related Matters

23. ORDINARY HOURS OF WORK

23.1 Full-time employees

23.1.1 The ordinary hours of work for full-time employees are an average of 38 hours per week. The average of 38 ordinary hours per week will be arranged to meet the operational requirements of the business and worked in one of the following ways:

- (a) five shifts of seven ordinary hours and 36 minutes per shift; or
- (b) 152 ordinary hours each four-week period with a minimum of eight days off each four-week period; or
- (c) working 19 days of 8 hours each per month;
- (d) working up to 10 ordinary hours on any day or days if required; or
- (e) an arrangement of working ordinary hours where an employee accrues a paid day off in accordance with clause 23.1.3.

23.1.2 Any change to the arrangement of averaging the ordinary hours in accordance with clause 23.1.1 may only be changed by giving one week's notice unless in an emergency and subject to clause 8.2.

23.1.3 Accrued days off

23.1.3.1 The Company and a full-time employee may agree to a system of working to provide for paid accrued days off.

23.1.3.2 Full-time employees will work 8 hours each day/shift, being paid for 7.6 hours and 0.4 hours going towards a paid accrued day off.

23.1.3.3 Accrued days off are to be taken as single days on a rostered basis (i.e. one accrued day off in a 28-day roster cycle), at a time that is agreed to between the Company and an employee.

23.1.3.4 An employee shall not be entitled to more than 12 such accrued days off in any 12-month period.

23.1.3.5 Full-time employees shall only be entitled to overtime rates once they have exceeded the maximum number of ordinary hours per shift, or after 152 ordinary hours in a four-week period.

23.1.3.6 Only in exceptional circumstances, and by agreement between the Company and an employee, may the taking of an accrued day off be deferred for a maximum period of one month after it becomes due.

23.1.3.7 On termination of employment, any accrued day off not taken will be paid out at the ordinary rate of pay.

23.2 Part-time and casual employees

- 23.2.1 A part-time or casual may work their ordinary hours by working periods of duty up to 7.6 ordinary hours per day over 5 days per week.
- 23.2.2 Ordinary hours may be worked on any day of the week.
- 23.2.3 All time that the Company requires a part-time employee to work that is in excess of 76 hours per fortnight will be overtime and paid for at the rates prescribed in clause 27 —Overtime.

23.3 Days off per week

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

24. ROSTERING

- 24.1 A fortnightly roster for full-time and part-time employees must be prepared by the Company and posted in a conspicuous place accessible to the employees concerned at least 7 days prior to the commencement of the fortnight.
- 24.2 The roster must show:
- (1) The name of each employee concerned and their starting and finishing times; and
 - (2) A minimum 8-hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.
- 24.3 The roster may be altered by agreement at any time or by the Company providing at least seven days' notice of a change to the roster. Where practicable two weeks' notice of rostered day or days off will be given, provided that the days off may be changed by mutual consent.

24.4 Breaks between shifts

- 24.4.1 An employee must have a minimum break of 8 consecutive hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).
- 24.4.2 The employer must pay an employee who is required by the employer to start work without having had at least 8 consecutive hours off duty at the overtime rate mentioned in clause 28 — Overtime rates until the employee is released from duty for at least 8 consecutive hours.
- 24.4.3 The employee must not suffer any loss of pay for ordinary working time hours not worked during the period of a release from duty mentioned in clause 24.4.2.

25. BREAKS

25.1 Meal breaks

25.1.1 Shiftworkers

25.1.1.1 Paid meal break

An employee who works a shift that attracts a shift penalty under clause 26 – Penalty Rates is entitled to a paid meal break per shift of not less than 20 minutes. The meal break must be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.

25.1.1.2 Paid rest break

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

25.1.1.3 A paid meal break, and paid rest break provided for in clause 25.1.1 counts as time worked for the employee

25.1.2 Non-shiftworkers

25.1.2.1 Clause 25.1.2 applies to employees who are not entitled to a paid meal break under clause 25.1.1.

25.1.2.2 Unpaid meal breaks

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour and cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.
- (b) An unpaid meal break provided in clause 25.1.2.2 does not count as time worked for the employee.

25.1.2.3 Paid rest breaks

- (a) An employee is entitled to a 10-minute paid morning rest break and a 10-minute paid afternoon rest break.
- (b) A paid morning or afternoon rest break provided for in clause 25.1.2.3 counts as time worked for the employee.

25.1.3 If an employee is interrupted during the unpaid meal break required by clause 25.1.2, and directed to work by the Company, the Company must pay the employee overtime rates in accordance with clause 27 until such time as the employee is allowed to resume the meal break.

25.2 Overtime meal breaks

An working overtime is entitled to a paid 20-minute meal break after each four hours of overtime worked.

25.3 Scheduling of breaks

The Company will make a reasonable effort to ensure an even mix of work time and breaks, however, in all cases, tea and meal breaks must be taken at times that are convenient to the Company and do not interfere with the continuity of operations.

26. PENALTY RATES

26.1 An employee who works ordinary hours as set out below will be paid the following percentage of the Base rate of pay for the relevant classification:

Period or Day	Full-time employees	Part-time employees (inclusive of part-time loading)	Casual employees (Inclusive of Casual Loading)
Monday – Friday shift that starts before 6am or finishes after 6pm (excluding a public holiday)	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime).
Any shift that finishes after midnight but no later than 8am and does not rotate or alternate with another shift or day work (excluding hours on a public holiday)	130% for all hours worked	130% for all hours worked.	155% for all hours worked.
All hours from midnight Friday to midnight Saturday	150%	165%	175%
All hours from midnight Saturday to midnight Sunday	200%	215%	225%
All hours on a public holiday	250%	265%	275%

26.2 Penalty rates not cumulative

Where time worked is required to be paid for at more than the ordinary rate such time will not be subject to more than one penalty but will be subject to that penalty which is to the employee's greatest advantage.

27. OVERTIME

27.1 Reasonable overtime

- 27.1.1 Subject to clause 27.1.2 the Company may require an employee to work reasonable additional hours (***overtime***), which is to be paid at overtime rates.
- 27.1.2 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 the employee's health and safety.
 - (b) the employee's personal circumstances including any family responsibilities.
 - (c) the needs of the workplace or business.
 - (d) the notice (if any) given by the Company of the overtime and by the employee of their intention to refuse it; and
 - (e) any other relevant matter.

27.2 Entitlement to overtime rates

- 27.2.1 A full-time or part-time employee will be paid at overtime rates for any work that is required by the Company to be performed outside of the ordinary hours set out in clause 23 of the Agreement.
- 27.2.2 A casual employee will be paid at overtime rates in the circumstances specified in clause 13.5.

27.3 Overtime rates

27.3.1 The following overtime rates are payable based on the relevant base rate of pay, depending on the time at which the overtime is worked:

Overtime Worked on	Full-time & Part-time Employees	Casual employees (includes casual loading)
Monday to Saturday – first two hours	150%	175%
Monday – Saturday – after first two hours	200%	225%
Sunday – all day	200%	225%
Public holiday – all day	250%	275%

27.3.2 Overtime worked on any day stands alone.

27.4 Time off in lieu of overtime

27.4.1 An employee may elect, with the agreement of the Company, to take time off in lieu of payment for a particular amount of overtime worked. Such agreement must be reflected in writing and record the number of overtime hours worked and when they are worked.

27.4.2 The period of time off in lieu of overtime is the same as the number of hours of overtime worked, that is, one hour off for each hour of overtime worked.

27.4.3 Time off in lieu of overtime will be taken within 6 months after the overtime is worked at a time agreed in writing between the Company and the employee which meets the operational needs of the Company.

27.4.4 An employee who has elected to take time off in lieu of overtime pursuant to clause 27.4.1 and has not yet taken that time off may later request to be paid for the overtime. If the Company receives such a request, it will pay the employee for the overtime at the applicable overtime rate in the next pay period following such a request being made.

27.4.5 Any time off in lieu that has not been taken by an employee within 6 months or on termination will be paid to the employee at the applicable when overtime was worked.

Part 6—Part 6 - Leave and Public Holidays

28. ANNUAL LEAVE

28.1 Leave entitlement

28.1.1 Annual leave is provided for in the NES. It does not apply to casual employees and applies on a pro-rata basis to part-time employees. The NES provides for 4 weeks (20 days) of paid annual leave for each year of service with the Company or 5 weeks (25 days) of paid annual leave per year of service with the Company if the employee is a Shiftworker.

28.1.2 For the purpose of the additional week of leave provided by the NES, a **Shiftworker** is an employee who:

- a) works a roster, and who over the roster cycle, may be rostered to work ordinary hours on any day of the week; and
- b) is regularly rostered to work on Sundays and public holidays.

28.2 Payment for annual leave

28.2.1 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

28.2.2 In addition to the payment provided for in the NES, the Company is required to pay an additional leave loading of 17.5% of that payment, or, if it is a greater, the relevant weekend, shift penalties and public holiday penalty rates the employee would have been paid if not on annual leave, over each pay period where annual leave has been taken.

28.3 Cash out of paid annual leave

The Company and an employee may agree to the employee cashing out an amount of paid annual leave subject to the following terms and conditions:

- (1) after the cashing out of annual leave the employee's remaining accrued entitlement to paid annual leave will be not less than 4 weeks.
- (2) no more than two weeks' annual leave may be cashed out in a 12-month period.
- (3) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the employee (and by the employee's parent or guardian if the employee is under 18 years of age).
- (4) the written agreement will state the amount of leave to be cashed out (in hours), the payment to be made to the employee for the leave and the date by which the payment will be made; and
- (5) the employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

28.4 Excessive annual leave

The Company may direct an employee who has an accrued annual leave entitlement of more than 8 weeks (or 10 weeks in the case of a Shiftworker) to take one or more periods of annual leave, subject to the following terms and conditions:

- (1) the Company has first attempted to confer with the employee and genuinely tried to reach agreement with the employee on how to reduce or eliminate the excessive leave accrual.

- (2) the direction must be in writing and provide notice of no less than 8 weeks and no more than 12 months of the date the annual leave must be taken.
- (3) the direction must ensure that the employee's remaining accrued entitlement to paid annual leave is not less than 6 weeks at all times; and
- (4) the period of annual leave to be taken must be no less than one week.

29. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

29.1 Paid personal/carer's leave

29.1.1 Personal/carer's leave and compassionate leave are provided for in the NES. The NES provides an employee, other than a casual employee, with 10 days/shifts of paid personal/carer's leave per year of service with the Company (pro rata for part-time employees).

29.1.2 The NES provides that an employee (other than a casual employee) who is unable to attend work:

- (a) because of personal illness or personal injury; or
- (b) because the employee is required to provide care or support to a member of their immediate family or immediate household who requires care or support because of illness or injury or an unexpected emergency.

is entitled to take accrued paid personal/carer's leave subject to meeting the notice and evidence requirements.

29.2 Unpaid carer's leave

The NES provides that an employee who is required to provide care or support to a member of their immediate family or immediate household who requires care or support because of illness or injury or an unexpected emergency and who:

- (1) has exhausted their entitlement to paid carer's leave; or
- (2) is a casual employee

is entitled to take up to 2 days/shifts of unpaid carer's leave for each such occasion, subject to meeting the notice and evidence requirements.

29.3 Compassionate leave

29.3.1 The NES provides that, subject to meeting the notice and evidence requirements, an employee is entitled to take up to 2 days/shifts of compassionate leave when a member of the employee's immediate family or household:

- (a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
- (b) dies.

29.3.2 Compassionate leave is paid (except for casual employees) and is not deducted from an employee's personal/carer's leave balance.

29.4 Other Leave

If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment on community service

leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

29.5 Payment

The NES provides that an employee who takes a period of paid personal/carer's leave or paid compassionate leave must be paid at their base rate of pay for their ordinary hours of work during the period of leave.

29.6 Notice and evidence

- 29.6.1 The NES provides that an employee must give the Company notice, as soon as reasonably practicable (which may be a time before or after the leave has commenced), of their inability to attend work for a reason specified in clause 29.1.2 or a permissible occasion set out in clause 29.2 or 29.3 and the expected duration of the absence.
- 29.6.2 For the purposes of the NES, the evidence that the Company requires for an employee to be entitled to paid personal/carer's leave for more than a two-day absence is a medical certificate from a registered health practitioner or, where that is not practical, a statutory declaration.
- 29.6.3 This clause is not intended to limit the operation of section 107 (3) of the FW Act and the Company's ability to request evidence in other circumstances where it is reasonable to do so.

30. COMMUNITY SERVICE LEAVE

Community service leave (for jury service and voluntary emergency management activities) is provided for in the NES.

31. PUBLIC HOLIDAYS

- 31.1 Public holidays are those days provided for in the NES, including those additional or substituted days as provided for by the *Holidays Act 1958* (ACT).
- 31.2 An employee (other than a casual employee) is entitled to be paid their base rate of pay for ordinary hours that are not worked on a public holiday and that fall on a day that otherwise would have been worked.
- 31.3 Employees will usually be required to work the public holidays that fall on their rostered working days. The requirement to work is deemed to be reasonable for the purposes of the FW Act having regard to the operational requirements and the 7-day nature of the Company's operations.
- 31.4 If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid leave on that public holiday.

32. PARENTAL LEAVE

Parental leave is provided for in the NES.

33. LONG SERVICE LEAVE

Long service leave is provided for in the *Long Service Leave Act 1976* (ACT).

34. STAND DOWN

34.1 The Company may stand down an employee in accordance with Part 3-5 of the FW Act.

35. UNION AND INDUSTRIAL RELATIONS MATTERS

35.1 Joint consultative committee

35.1.1 A Joint Consultative Committee (“JCC”) comprised of Company and Union representatives will be established for the purpose of exchanging information and any other relevant matters that arise and will operate to cover all workers employed pursuant to the Fund contract.

35.1.2 The JCC will establish and maintain an appropriate charter in relation to the composition of the JCC, conduct of meetings, preparation of agendas, distribution of minutes, timing of meetings, communication and feedback from Employees, and any other issues which might require recommendations. The JCC will be comprised of at least two Employee representatives and will meet on a quarterly basis, unless otherwise agreed.

35.1.3 The JCC will discuss the following operational issues.

- (1) Working conditions;
- (2) Job tasks;
- (3) Innovations that could be introduced into the workplace;
- (4) Workplace amenities;
- (5) Communications flows;
- (6) Work Health and Safety Initiatives;
- (7) Meal and tea break; and

Any other matters under this Agreement.

35.1.4 There will be a reasonable period of time, not more than 15 minutes, scheduled immediately prior to the commencement and completion of the JCC meeting which is to be a designated caucus time for Employee representatives and the Union. JCC meetings will be a minimum of 30 minutes.

35.1.5 Employee representatives will be paid their Ordinary Rate of Pay for time spent attending JCC meetings and the preceding caucus.

35.1.6 There shall be a minimum of 2 JCC meetings per annum; the parties to this Agreement may agree to additional JCC meetings.

35.2 Union delegates

35.2.1 The Company recognises Union delegates have a role to play in the workplace and encourages the constructive involvement of delegates.

35.2.2 The Company will provide delegates with access to reasonable resources to allow appropriate representation of members with such resources including but not limited to reasonable use of email, internet, photocopier, notice board/s and printer.

35.2.3 Union delegates will be allowed reasonable time to perform their role on behalf of their Union including time to consult with members and officials, provide feedback on discussions with the Company, approaching new staff members about membership and participation in the operation of the Union. Union delegates will not devote excessive time to Union activities and will not compromise the Company's operations.

35.3 Delegates and training leave

35.3.1 The Company will provide paid leave per year for Union delegates to attend training conducted or provided by the Union. Leave subject to the operational needs of the Company but every effort will be made to ensure Delegates are released for to attend training. Provided that the maximum period of leave under this Clause that an Employee may access in any year is three days per delegate (up to a maximum of four delegates).

35.3.2 Training content could include but is not limited to knowledge about the system of workplace relations including rights and obligations for employers and employees, and to skills such as communication, negotiation, dispute resolution and grievance handling, bargaining and agreement-making, research, equity and discrimination and health and safety.

35.3.3 Not less than six weeks' notice must be given to the Company of the date of commencement of the training course and the period over which the course is to be conducted.

35.3.4 The Company will not unreasonably refuse requests from Union members to take leave without pay to undertake work with the Union. Such leave will not adversely affect the Employee's position or continuity of service.

35.4 Notice boards

The Company will permit a Union delegate or official to post Union notices, upon an appropriate notice board.

35.5 Meetings

All employees will be granted two hours unpaid time per year during rostered hours and outside of rostered meal and tea breaks to attend union meetings conducted by union officials and/or delegates.

35.6 Inductions and new starters

35.6.1 The Company will notify Union delegates of any new starters within 7 days of their commencement. Where possible, the Company will notify Union delegates prior to the new starter's commencement. This notification will include their full name, shift and work location.

35.6.2 An Union delegate and/or Union official will be provided with 10 minutes to speak with any new employees. Union delegates and new employees will be paid for such time.

35.6.3 Where the Company holds induction meetings for more than one employee, the Union will be invited to attend and will be provided with time to speak with workers about the value of the Union and invite them to join. The Company will not be present during this time.

36. LEAVE FOR FAMILY AND DOMESTIC VIOLENCE

Family and domestic violence leave is provided for in the NES.

37. WORKPLACE DELEGATES RIGHTS CLAUSE

37.1 Workplace delegates

37.1.1 Clause 37 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

37.1.2 In clause 37:

- a) employer means the employer of the workplace delegate;
- b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

37.1.3 Before exercising entitlements under clause 37, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

37.1.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

37.2 Right of representation

37.2.1 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;
- c) resolution of disputes;
- d) disciplinary processes;
- e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
- f) any process or procedure this agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

37.3 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 37.3. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

37.4 Entitlement to reasonable access to the workplace and workplace facilities

- a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- b) The employer is not required to provide access to or use of a workplace facility under clause 37.4(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

37.5 Entitlement to reasonable access to training

- 37.5.1 The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- a. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees
 - b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
 - c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
 - f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to

paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

37.6 Exercise of entitlements under clause 37

- a) A workplace delegate's entitlements under clause 37 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) Clause 37 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) Clause 37 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

37.6.1 The employer must not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate;
or
- c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or clause 37.

38. SIGNATORIES

The Company

Signed on behalf of *Compass Group (Australia) Pty Ltd*

Name Andrew Chamberlain

Address 12 Newcastle st Perth Post code 6000

Position National Workplace Relations manager

Signature 

Date 2/08/2024

Witness

Name Hayley Masters

Address 12 Newcastle st Perth Post code 6000

Signature 

Date 2/08/2024

The Union

Signed on behalf of the Union

Name Lyndal Ryan

Authority to sign Executive Director

Address 71 Leichhardt St Kingston Post code ACT. 2604

Signature 

Date 07.08.2024

Witness

Name Janelle Keenan

Address 71 Leichhardt St Kingston Post code 2604

Signature Keenan

Date 7/8/2024

The Employees

Signed on behalf of the employees

Name Abhayan Guning

Authority to sign cleaner

Address 26 Mowatt St Queanbeyan Post code 2620

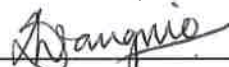
Signature 

Date 2/08/2024

Witness

Name Dechen Wangmo

Address 4/21 McGinness Street Post code 2614

Signature 

Date 2/08/2024

Schedule A—CLASSIFICATION DEFINITIONS

Level 1

Level 1 Cleaner means an employee an employee who performs tasks customarily performed by cleaners, using a range of materials, chemicals and equipment, to clean a range of surfaces in order to maintain the hospital in a clean and hygienic condition. Employees engaged at this level are responsible for the quality of their own work and are subject to routine supervision, either individually or in a team and exercises discretion within the level of their skills and training.

A Cleaner at this level performs the following indicative tasks:

- spot cleaning of carpets and soft furnishings; or
- operating hand-held powered equipment such as blowers, vacuum cleaners and polishers; or
- sweeping and mopping; or
- toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 19.5 —Toilet cleaning allowance); or
- rubbish collection; or
- cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing; or
- telephone cleaning and germ proofing; or
- cleaning of glass, both internal and external; or
- dusting of all hard surfaces; or
- table bussing; or
- cleaning of theatres and operating rooms; or
- undertaking tea attendant duties; or
- re-arranging or re-organising furniture; or
- routinely maintaining indoor greenery such as shrubs and plants; or
- sanitary disposal processing; or
- wiping or sweeping under and around seats and table tops.

Level 2

Level 2 Cleaner means an employee providing cleaning services at a higher skill level than a Level 1 Cleaner. Employees at this level:

- (1) work from complex instructions and procedures;
- (2) assist in the provision of on-the-job training; and
- (3) work under general supervision either individually or in a team; and
- (4) perform tasks customarily performed by cleaners.

A cleaner at this level, in addition to any duties performed at Level 1, may be required to perform any of the following indicative tasks:

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

Schedule B – WAGE RATES

Full-time Wage Rates

Level 1 - Base Rates				
Year	Commencement Rate	From first full pay period on or after 5/12/2024	From first full pay period on or after 5/06/2025	From first full pay period on or after 04/12/2025
Year 1	\$28.23	\$29.27	\$29.56	\$30.36
Year 2	\$28.53	\$29.58	\$29.87	\$30.68
Year 3	\$28.86	\$29.91	\$30.21	\$31.02
Year 4 +	\$29.19	\$30.24	\$30.54	\$31.35
Level 2 - Base Rates				
Year	Commencement Rate	From first full pay period on or after 5/12/2024	From first full pay period on or after 5/06/2025	From first full pay period on or after 04/12/2025
	Base Rates \$/hr	Base Rates \$/hr	Base Rates \$/hr	Base Rates \$/hr
Year 1	\$29.75	\$30.81	\$31.12	\$31.94
Year 2	\$30.10	\$31.16	\$31.47	\$32.29
Year 3	\$30.45	\$31.51	\$31.83	\$32.65
Year 4 +	\$30.79	\$31.86	\$32.18	\$33.01

Part-Time Wage Rates

Part-Time Wage Rates - Level 1								
Year	Commencement Rate		From first full pay period on or after 5/12/2024		From first full pay period on or after 5/06/2025		From first full pay period on or after 04/12/2025	
	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr
Year 1	\$28.23	\$32.46	\$29.27	\$33.66	\$29.56	\$33.99	\$30.36	\$34.92
Year 2	\$28.53	\$32.81	\$29.58	\$34.01	\$29.87	\$34.35	\$30.68	\$35.28
Year 3	\$28.86	\$33.19	\$29.91	\$34.39	\$30.21	\$34.74	\$31.02	\$35.67
Year 4 +	\$29.19	\$33.57	\$30.24	\$34.77	\$30.54	\$35.12	\$31.35	\$36.06
Part-Time Wage Rates - Level 2								
Year	Commencement Rate		From first full pay period on or after 5/12/2024		From first full pay period on or after 5/06/2025		From first full pay period on or after 04/12/2025	
	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr	Base Rate \$/hr	PT Rate \$/hr
Year 1	\$29.75	\$34.22	\$30.81	\$35.43	\$31.12	\$35.79	\$31.94	\$36.73
Year 2	\$30.10	\$34.62	\$31.16	\$35.84	\$31.47	\$36.19	\$32.29	\$37.14
Year 3	\$30.45	\$35.02	\$31.51	\$36.24	\$31.83	\$36.60	\$32.65	\$37.55
Year 4 +	\$30.79	\$35.41	\$31.86	\$36.64	\$32.18	\$37.01	\$33.01	\$37.96

Note: the part-time wage rate is inclusive of the 15% part-time loading specified in clause 12.5.

Casual Wage Rates

Casual Wage Rates - Level 1								
Year	Commencement Rate		From first full pay period on or after 5/12/2024		From first full pay period on or after 5/06/2025		From first full pay period on or after 04/12/2025	
	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr
Year 1	\$28.23	\$35.28	\$29.27	\$36.59	\$29.56	\$36.95	\$30.36	\$37.95
Year 2	\$28.53	\$35.67	\$29.58	\$36.97	\$29.87	\$37.34	\$30.68	\$38.35
Year 3	\$28.86	\$36.08	\$29.91	\$37.39	\$30.21	\$37.76	\$31.02	\$38.77
Year 4 +	\$29.19	\$36.48	\$30.24	\$37.80	\$30.54	\$38.18	\$31.35	\$39.19
Casual Wage Rates- Level 2								
Year	Commencement Rate		From first full pay period on or after 5/12/2024		From first full pay period on or after 5/06/2025		From first full pay period on or after 04/12/2025	
	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr	Base Rate \$/hr	Casual Rate \$/hr
Year 1	\$29.75	\$37.19	\$30.81	\$38.51	\$31.12	\$38.90	\$31.94	\$39.92
Year 2	\$30.10	\$37.63	\$31.16	\$38.95	\$31.47	\$39.34	\$32.29	\$40.37
Year 3	\$30.45	\$38.06	\$31.51	\$39.39	\$31.83	\$39.78	\$32.65	\$40.81
Year 4 +	\$30.79	\$38.49	\$31.86	\$39.83	\$32.18	\$40.22	\$33.01	\$41.26

Note: the casual wage rate is inclusive of the 25% casual loading specified in clause 13.1.

Schedule C – ALLOWANCES

Allowance Title	Clause Number	Commencement Allowance Rates	1.5% from first full pay period on or after 5/12/2024	1% from first full pay period on or after 5/06/2025	1% from first full pay period on or after 04/12/2025
Meal allowance	19.1	\$16.00	\$16.24	\$16.40	\$16.57
First Aid - Weekly Max	19.2	\$15.59	\$15.82	\$15.98	\$16.14
First Aid – Per Day	19.2	\$2.25	\$2.28	\$2.31	\$2.33
Broken Shift – Per Day	19.3	\$4.37	\$4.44	\$4.48	\$4.52
Broken Shift - Weekly Max	19.3	\$21.76	\$22.09	\$22.31	\$22.53
Bodily Fluid – Weekly Max	19.4	\$16.78	\$17.03	\$17.20	\$17.37
Bodily Fluid – Per Shift	19.4	\$3.43	\$3.48	\$3.52	\$3.55
Toilet cleaning – Per Shift	19.5	\$3.43	\$3.48	\$3.52	\$3.55
Toilet cleaning - Weekly Max	19.5	\$16.78	\$17.03	\$17.20	\$17.37
Cold Places – Per Hour	19.6	\$0.66	\$0.67	\$0.68	\$0.68
Waste collection – Per Shift	19.7	\$4.35	\$4.42	\$4.46	\$4.50

Allowance Title	Number of employees in charge of	Clause Number	Commencement Allowance Rates	1.5% from first full pay period on or after 5/12/2024	1% from first full pay period on or after 5/06/2025	1% from first full pay period on or after 04/12/2025
Leading Hand – Per Week	1 to 10	19.8	\$56.98	\$57.83	\$58.41	\$59.00
	11 to 20	19.8	\$73.31	\$74.41	\$75.15	\$75.91
	20+	19.8	\$89.63	\$90.97	\$91.88	\$92.80