

*Geelong Grammar School Quayclean
Enterprise Agreement.*

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1. Title

This agreement shall be known as the *Geelong Grammar School Quayclean Enterprise Agreement (the/this Agreement)*.

2. Who is Bound by This Agreement

This Agreement shall be binding upon:

- a. Employees of *Quayclean Australia Pty Ltd* employed at Geelong Grammar School site and engaged to perform work within the classifications contained in clause 8.4 (**Employees**).
- b. *Quayclean Australia Pty Ltd (Company)* in respect of the employment at Geelong Grammar in Victoria of persons performing work to which this Agreement applies.
- c. United Workers Union (**Union**), on the basis that an application for coverage be made in accordance with section 183 of the Fair Work Act 2009 (*Cth*) (**FW Act**).

3. Period of Operation

- This Agreement shall commence seven (7) days after Fair Work Commission (**FWC**) approves the Agreement. The period of operation of this Agreement is 01 January 2024 and it will have a nominal expiry date of 30 June 2026.
- The Wage increase will be the percentage amount determined by the National Minimum wage case decision applied on the 01 July 2024 and 01 July 2025 for the SCHEDULE A and SCHEDULE B as per this agreement.
- Lump Sum Payment
 - As single amount payment of \$750 will be paid on the 01 July 2024 for Full time employees. Part Time and Casuals will receive a Pro-rated payment in relation to the number of hours worked by them from 01 Jan 2024 to 30 June 2024 or from the date of their employment if it is less than the 6months.
 - As single amount payment of \$500 will be paid on the 01 December 2025 for Full time employees. Part Time and Casuals will receive a Pro-rated payment in relation to the number of hours worked by them from 01 June 2025 to the final completed pay period to 30 November 2025 or from the date of their employment if it is less than the 6months.

4. No Extra Claims

- a. The Employees covered by this Agreement will not pursue any extra claims (whether relating to matters covered by this Agreement or not) prior to the nominal expiry date of this Agreement.
- b. The Employees covered by this Agreement will not engage in any unprotected industrial action.

5. Relationship with AWARD and The National Employment Standards.

- a. The Agreement is to be read in conjunction with the National Employment Standards (**NES**) in the FW Act as varied from time to time.
- b. Where any term or condition in this Agreement falls below the terms and conditions outlined in the NES, the NES will apply.
- c. This agreement shall incorporate the *Cleaning Services Award 2020*. Where there is any inconsistency between this agreement and the Award, the more beneficial provision to an employee shall apply.

6. Relationship between Company and the Union

The Company recognises the value of a positive and constructive relationship with the Union at Geelong Grammar. On this basis, the Company and the Union have agreed to the following provisions to ensure that the positive and constructive relationship continues.

6.1 Union Delegates

- a. The Union will advise the Company of accredited union delegates whose employment conditions are covered by this Agreement. A maximum of five (5) accredited union delegates shall be nominated in each year.
- b. The Company will allow appointed and accredited union delegates reasonable time during working hours to meet with Employees and Union officials and/or officers on matters related to the workplace.
- c. The Company will afford an opportunity to union delegates to speak to new Employees at a time to be agreed to by the Company.
- d. The Company shall provide paid leave of up to five (5) days per delegate, per year, to attend union training, seminars, conferences etc. The Union shall provide four (4) weeks written notice of a union delegate's intention to attend such training or functions and the leave to be taken. The taking of such leave is subject to agreement by the Company taking into account business and operational requirements.

6.2 Company Inductions

The Company agrees to provide the opportunity for union delegates and officers of the Union to make presentations to new Employees as part of a formal induction process at a time to be agreed to by the Company. The induction presentation shall be supportive of the Company and its management team and in turn the Company will advise Employees that union membership is available to them. All new Employees covered by this Agreement, upon induction, shall be provided with a Union application for membership form and any relevant literature provided by the Union.

6.3 Union Work Leave

The Company agrees that one (1) Employee from the site (or more if agreed to by the Company at its absolute discretion), may be granted unpaid leave time of up to six (6) months in order to work for the Union at a time to be agreed with the Company. The granting of such leave shall be subject to business and operational requirements of the Company. The Employee shall return to his/her position and roster at the completion of this period.

6.4 Mass Meetings: for the Purpose of Discussing Agreement Negotiations

6.4.1 Once the parties are either preparing for or having commenced negotiations for the new Enterprise Agreement, there will be the provision for paid time mass meetings. These meetings will occur as outlined in this clause.

6.4.2 The employee bargaining representatives or Union will give two (2) weeks written notice to the Company that it wishes to hold collective meetings on a mutually agreeable day and time that will not cause disruption to the operation of the business.

6.4.3 Upon instance of notice being served, and parties agreeing to a suitable day and time, the Company will facilitate meetings to be held during normal operating hours.

6.4.4 The Company will allow up to four (4) fifteen (15) minute paid meetings during the negotiation period indicated in this clause. Additional paid meetings may be held, but only by agreement with the Company.

6.4.5 The meetings should occur during normal rostered shift times and can be scheduled to occur immediately preceding or following an unpaid meal break.

6.5 Union Notice Board

6.5.1 The Company shall permit the use of a notice board on which notices duly authorised by the Union, may be posted.

6.5.2 Any unauthorized notice posted on such board may be removed by an accredited Union representative or by the Company.

7. Agreement Flexibility

- a. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
 - i. the IFA deals with one (1) or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - ii. the IFA meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in paragraph (i) above; and
 - iii. the IFA is genuinely agreed to by the Company and Employee.
- b. The Company must ensure that the terms of the IFA:
 - i. are about permitted matters under section 172 of the FW Act; and
 - ii. are not unlawful terms under section 194 of the FW Act; and
 - iii. result in the Employee being better off overall than the Employee would be if no IFA was made.
- c. The Company must ensure that the IFA:
 - i. is in writing; and
 - ii. includes the name of the Company and Employee; and
 - iii. is signed by the Company and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
 - iv. includes details of:
 - the terms of this Agreement that will be varied by the IFA; and
 - how the IFA will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - v. states the day on which the IFA commences.
- d. The Company must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.
- e. The Company or Employee may terminate the IFA:
 - vi. by giving no more than twenty eight (28) days written notice to the other party to the IFA; or
 - vii. if the Company and Employee agree in writing - at any time.

8. Wages

8.1 Junior Wages

Age	Percentage of the rate of the relevant adult classification
Under 17 years	60%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	85%
At 20 years of age	100%

8.1.1 Proportion of Juniors (in any place)

There will be employed – one (1) junior Employee for every four (4) adult Employees receiving not less than the minimum wage.

8.2 Adults

- a. The wage rates and wage increases that apply to this Agreement are contained in Schedule A to this Agreement.
- b. Part- time flexi hour Employees will be paid an additional fifteen percent (15%) loading on the applicable hourly rate as set out in clause 15.2.
- c. Casual Employees will be paid additional loadings as set out in clause 16.

8.3 Annualised Salaries

- a. By agreement between the Company and the Employee, an Employee can be paid at an annualised rate which may include an additional component. The Employee must be compensated if the annualised rate plus the additional component paid over a year was insufficient to cover what the Employee would have been entitled if all Agreement overtime and penalty rate payment obligations had been complied with, by payment of a further additional component equivalent to the difference.
- b. In such cases, the annualised salary agreement may provide that the provisions of the following Agreement clauses do not apply:
 - i. Overtime/penalty rates and meeting allowances;
 - ii. Time off in lieu of overtime payment;
 - iii. wage increases;
 - iv. Allowances and expenses;
 - v. Annual leave loading;
 - vi. Higher duties;
 - vii. Worksite flexibility;
 - viii. roster days off;
 - ix. superannuation - except as stated in the Agreement;
- c. Provided that the annualised rate plus the additional component was sufficient to cover what the Employee would have been entitled to if all Agreement payments specified under this Agreement were paid, the additional component may be taken in the form of a non- salary benefit such as a Company provided motor vehicle.
- d. An annualised salary agreement under this clause must be in writing and signed by both parties.

- e. The Employee may be represented in the discussions in relation to the making of an annualised salary agreement under this clause by either the Union or other nominated representative.
- f. This clause does not apply to food and beverage attendants, cleaners or kitchen attendants (excluding chefs) employed at the site by the Company.
- g. In this clause:
 - i. "**agreement rate**" means the wage rates referred to in Schedule A of the Agreement;
 - ii. "**additional component**" may include wages, or a non-salary benefit such as a Company motor vehicle.

8.4 Classifications

8.4.1 Cleaning

8.4.1.1 Cleaner, boarding house/building attendant grade 1 is an employee who enters his/her employment at the introductory level grade 1. Such an employee, to the level of his/her training:

- Works under routine supervision either individually or in a team environment;
- Performs those tasks customarily performed by cleaners utilising a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition. Indicative of the tasks which an employee at this level may perform on a daily or periodic basis, are the following:
 - vacuuming and spot cleaning of carpets and soft furnishings
 - sweeping and mopping
 - toilet and shower cleaning
 - rubbish collection
 - cleaning private residences
 - telephone cleaning
 - cleaning of glass internal and external
 - bed making
 - spray buffing
 - ordering cleaning supplies
- Subject to satisfactory completion of all Grade 1 tasks and assessed by Management, a cleaner, boarding house/building attendant grade 1 would remain at this level for a maximum of three (3) months during the probationary period, and would then progress to grade 2.

8.4.1.2 Cleaner, boarding house/building attendant grade 2 is an employee who 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 environment;
- 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 building in a clean and hygienic

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

- vacuuming and spot cleaning of carpets and soft furnishings
- sweeping and mopping
- toilet and shower cleaning
- rubbish collection
- cleaning of private residences
- telephone cleaning
- cleaning of glass both internal and external
- ordering cleaning supplies
- performing client, tenant and public relations duties
- securing premises where such work is incidental to the cleaning function
- laundry, linen and/or sewing duties
- bed-making
- spray buffing
- floor stripping
- use of floor scrubbing equipment

8.4.1.3 Cleaner, boarding house/building attendant grade 3 is an employee who was employed by the Geelong Grammar School prior to the current Company becoming the employer. Pre-Spotless Employees who perform grade 2 duties are paid at a higher rate due to the conversion of those employees from Geelong Grammar School to the Company.

8.4.1.4 All new cleaners, boarding house attendants who are employed at the introductory level grade 1 will be eligible for wage increases to grade 3 after completing five (5) years at grade

2. This increase would be payable as of the Employee's 5th anniversary.

8.4.1.5 Cleaner, boarding house/building attendant grade 4 is an employee who:

- works from complex instructions and procedures;
- assists in the provision of on the job training;
- co-ordinates the work of boarding house/building attendants grades 1&2 and generally superintends the activity of all boarding house/building attendants;
- is responsible for ensuring the quality of their work;
- has the knowledge of the Company's operation. Indicative of the tasks which an employee at this level may perform are the following:
 - ✓ ensuring that proper maintenance procedures for equipment are observed
 - ✓ co-ordination of the work with all boarding house/building attendants, handling routine personnel, industrial relations and health and safety matters
 - ✓ is directly involved in the provision of on the job training
 - ✓ is responsible for the co-ordination of specialist cleaners such as- carpet shampooers/steam cleaners
 - ✓ window washers

9. Weekly Employees - Hours, Overtime and Additional Payments

9.1 Arrangement of Hours

a. The ordinary hours of work for full time Employees on weekly hiring shall be an average of thirty-eight (38) hours per week to be worked as follows:

i. By rostering Employees off on one (1) day each four (4) week cycle; or

- ii. By Employees working four (4) days of eight (8) hours and one (1) day of six (6) hours per week; or
 - iii. Employees who continue to work a forty (40) hour week will accumulate an extra day after each four (4) week cycle up to a maximum of five (5) days; or
 - iv. By working five (5) days of seven point six (7.6) hours.
- b. Hours can be worked within a spread of thirteen (13) hours from starting time, inclusive of meal breaks.
- c. Two (2) weeks' notice of rostered day or days off shall be given provided that the rostered day or days off may be changed by mutual consent at any time, or through absence through sickness or other cause over which the Company has no control.
- d. Where an Employee's rostered day or days off coincide with a public holiday, one (1) day in lieu for each such public holiday shall be added to the Employee's annual leave, or allowed to the Employee during the week in which such holiday falls or alternatively eight (8) hours' pay at ordinary rate for each such public holiday shall be paid to the Employee on the succeeding pay day.
- e. By agreement between the Company and the Employee and/or the Union, the arrangement of hours of work can be implemented with one hundred and fifty two (152) hours per each four (4) week period or one hundred and sixty (160) hours per each four (4) week period with a day banked as a rostered day off per period up to a maximum of five (5) days.
- f. Where the Union had not been involved in the consultation process, the Company will notify the Union in writing no less than twenty eight (28) days before the implementation of any agreement reached under this paragraph.
- g. The hours of work arrangement agreed upon shall be subject to the following conditions:
 - i. An Employee shall be entitled to nine (9) full days off per four (4) week period unless rostered days off are banked as per clause 10 (d);
 - ii. No Employee shall work more than twelve (12) days in succession without two (2) consecutive rostered days off;
 - iii. Employees shall be entitled to a week's wage in accordance with clause 9 of this Agreement for each week of the cycle.

9.2 Rate of Pay for Ordinary Hours

The rate of pay for ordinary hours of work shall be as follows:

- i. For Monday - Friday - ordinary time rates of pay as prescribed in clause 9;
- ii. For Saturdays - ordinary time plus a half;
- iii. For Sundays – Double of the ordinary time;
- iv. For public holidays - ordinary time plus time and a half.

9.3 Overtime

Time worked in excess of ordinary hours as prescribed above shall be overtime and paid as follows:

- i. For time in excess ordinary hours - Monday - Friday: for the first two (2) hours - ordinary time rate of pay plus a half, for each succeeding hour - double ordinary time;
- ii. For time in excess of ordinary hours - Saturday: for the first two (2) hours - ordinary time rate of pay plus half - for each succeeding hour - double ordinary time;
- iii. For time worked in excess of ordinary hours - Sunday: double ordinary

time rate.

9.4 Time off in Lieu of Payment for Overtime

- 9.4.1 Notwithstanding the provision of this clause, an Employee may instead elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- 9.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- 9.4.3 The Company shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph (a) of this subclause where such time has not been taken within four (4) weeks of accrual.
- 9.4.4 On each occasion that the Employee elects to use this provision the resulting agreement shall be recorded in the time and wages records at the time when the agreement is made.
- 9.4.5 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 10.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

9.5 Make-up time

- 9.5.1 Notwithstanding the provision of this clause, an Employee may instead elect, to work 'make-up time', under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.
- 9.5.2 On each occasion that the Employee elects to use this provision the resulting agreement shall be recorded in the time and wages records at the time when the agreement is made.

9.6 Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be dealt with in accordance with the dispute settling provisions of this Agreement.

9.7 Allocation of Additional Hours

Where possible, any additional hours (above the base rostered hours) will be offered to permanent Employees who can demonstrate the skills to do the task(s), based on the requirements of the Company at any given time, before a casual Employee is engaged. Casual Employees can be used in unforeseen circumstances and emergencies.

9.8 Vacant Positions

Vacant internal positions shall be advertised on the employee notice board - engagement of current staff for new/vacant positions shall be at the sole discretion of the Company.

9.9 Working on a Rostered Day Off

- 9.9.1 An Employee required to work on a rostered day off and not given another day off in that week shall be paid as follows: time worked thereon shall stand-alone and shall be paid for at double ordinary time hourly rate with a minimum payment of four (4) hours at the double ordinary time hourly rate.
- 9.9.2 Ordinary time rate of pay per hour is 1/38 of the weekly rate prescribed in Clause 9.
- 9.9.3 Notwithstanding the rate prescribed in subclause (a) above, at the instigation of the Employee there may be an agreement in writing between the Employee and the Company to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four (4) weeks from the time of accrual.

9.10 Breaks between shifts

- 9.10.1 The Company must give an Employee a break of at least eight (8) 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.
- 9.10.2 Where the Company required an Employee to continue or resume work without allowing the Employee to have eight (8) consecutive hours off duty, the Company must pay the Employee at overtime rates until the Employee is released from duty for at least eight (8) consecutive hours. The Employee will then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Allowances

10.1 Meal Money

- A weekly, part time or flexi part time Employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that such Employee will be so required to work shall either be supplied with a meal by the Company or paid the meal allowance as set out in Schedule B to this Agreement.
- If an Employee pursuant to notice by the Company of a requirement to work has been provided a meal and is not required to work overtime or is required to work less than the amount advised, such Employee shall also be paid a meal allowance.

10.2 Site Allowance: A site allowance will be paid to full time Employees for each week worked and will be paid on a pro-rata basis for part time and casual Employees for each week worked as set out in Schedule B to this Agreement.

10.3 Split Shift Allowance

9.10.3 Subject to Clause 10.1(a) (implementation of 38-hour week), the ordinary hours of work for full time Employees on weekly hiring shall be an average of thirty eight (38) hours per week to be worked:

10.3.1.1 eight (8) hours per day or shift to be worked within a spread of thirteen (13) hours from starting time, inclusive of meal breaks; or

10.3.1.2 six (6) hours per day or shift within a spread of ten (10) hours per day from starting time inclusive of meal breaks.

9.10.4 Where an Employee's normal hours are worked over a spread in excess of ten (10) hours (or one point five (1.5) hours on a six (6) hour day), the Employee will be paid the applicable split shift allowance for each day so affected as set out in Schedule B to this Agreement.

10.4 Work performed outside of 7am to 7pm

The following applies in respect of work performed outside the hours of 7.00am - 7.00pm on Monday to Friday:

- i. An Employee who is required to work any of their ordinary hours between the hours of 7.00pm and midnight Monday to Friday inclusive shall be paid an additional allowance per hour or any part of an hour for such time worked minimum payments and maximum payments apply as set out in Schedule B.
- ii. An Employee who is required to work any of their ordinary hours between midnight and 7.00am Monday to Friday inclusive shall be paid an additional allowance per hour or any part of an hour for such time worked within the said hours minimum and maximum payments apply as set out in Schedule B. For the purposes of this clause, midnight shall include midnight Sunday.

10.5 Toilet Cleaning Allowance

An Employee engaged for fifty percent (50%) or more of their shift cleaning toilets or urinals shall receive an additional allowance as set out in Schedule B.

10.6 Laundry Allowance

A full time Employee who is responsible for the cleaning and maintenance of a Company supplied uniform shall receive an additional allowance as set out in Schedule B. The allowance will be paid on a pro rata basis to part time and casual Employees.

10.7 Hot and Cold weather allowance:

- 10.7.1 Employees when working in temperatures above the 40°C will be having a break system such that they can get access to cold water and have the ability cool down in a cool area.
- 10.7.2 The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is raised by artificial means to between 46 ° C and 54 ° C an allowance of **\$0.64** per hour while so working.
- 10.7.3 The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is raised by artificial means to in excess of 54 ° C an allowance of **\$0.77** per hour while so working.
- 10.7.4 The employer must pay an employee who is required to work for more than one hour in a place or places where the temperature is reduced by artificial means to below 0 ° C an allowance of **\$0.64** per hour while so working.
- 10.7.5 An employee who continues to work for more than 2 hours in a place or places mentioned in clause 10.7.4 is entitled to a 20 minute rest period every 2 hours without loss of pay.

Allowance	% of standard rate	\$	Payable
Hot work — 46°C to 54°C	0.067	0.61	p/h
Hot work allowance— over 54°C	0.081	0.74	p/h
Cold work - below 0°C	0.067	0.61	P/h

10.8 Vehicle allowance

An employer must pay an employee who, by agreement with the employer, uses their own motor vehicle in performing their duties an allowance of:

- (a) for a motor car, **\$0.99** cents per kilometer; and
- (b) for a motorcycle, **\$0.33** cents per kilometer.

10.9 Travel time and travel allowance

(a) Clause 10.8 applies to an employee who is required by the employer to travel from one workplace to another.

(b) The employer must pay the employee, for the time spent travelling between workplaces, at the rate applicable at the time as if they were working.

(c) The employer is responsible for, and must pay, all fares associated with travelling between workplaces.

10.10 First Aid Allowance

10.10.1 A full time employee 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 must be paid an additional allowance, per week, as set out in Schedule B if they are appointed by the Company to perform first aid duty.

10.10.2 A part time or casual employee so appointed must be paid an additional allowance, per day, as set out in Schedule B.

11. Rest Interval

- a. All Employees working over seven (7) hours a day shall receive one (1) ten (10) minute rest interval between the time of starting work and the usual meal interval and a second ten (10) minutes between the usual meal interval and time of ending work.
- b. All Employees working at least four (4) hours but less than seven (7) hours a day shall receive one (1) ten (10) minute rest interval during such period of work. If the work period includes a meal break, the rest interval shall be given during the portion of the work period which is the greater or where such work periods are of equal duration, the rest period of ten (10) minutes shall be given at a time to be mutually agreed upon by the Company and the Employee.

12. Meal Interval

- a. Each Employee shall be granted a meal interval of not less than thirty (30) minutes to be commenced after completing one (1) hour and thirty (30) minutes of work and not later than five (5) hours of work. Provided that where it is not possible to grant the meal interval on any day, the meal interval shall be treated as time worked and the Employee shall be paid at his or her applicable wage rate plus an additional payment of half-time to be calculated at the Employee's applicable wage rate until released for a meal interval.
- b. Where an Employee is required to work in excess of five (5) hours' after the first meal interval they shall be granted a further meal interval of twenty (20) minutes to be treated as time worked.

13. Terms of Employment

- a. All Employees (other than casual Employees) shall be engaged by the week and subject to clause 15.2 below, be paid not later than Thursday of each fortnight if the Employee banks with a major bank and Friday if they bank with a credit union or non-major bank except no Employees pay date shall change to Friday from their current date unless they change to a credit union or non-major bank.
- b. Wages will be paid weekly by payment into Employees' bank account without cost to the Employee.

14. Part Time Employment

14.1 Permanent Part Time Employees

Adults may be employed as part-time weekly Employees on the basis as follows:

- i. Not less than four (4) hours and not longer than six (6) hours per day, not more than five (5) days each week, and not less than twenty (20) hours each week, not in excess of thirty (30) hours per week. All time worked in excess of six (6) hours per day, five (5) days per week and/or thirty (30) hours per week shall be overtime and paid for at the rates prescribed for weekly Employees in clause 9 of this Agreement.
- ii. The hours of work for each day shall be worked continuously. Provided that an Employee who is required to work longer than five (5) hours shall be granted a meal break of not less and not more than thirty (30) minutes. The meal break shall not be counted as time worked. Where such meal break is not granted in a period of longer than five (5) hours of duty, clause 12 of this Agreement shall apply.
- iii. Part-time Employees shall be paid the appropriate ordinary hourly rate prescribed for the classification in which they are employed.
- iv. By agreement, the thirty-eight (38) hour week may be implemented on a pro-rata basis for part-time Employees.
- v. Any employee who is required to perform the duties of Cleaner as per the clause 9.5.3 of this Agreement, will be paid an allowance of 15% in addition to the minimum hourly rate specified in Schedule A: Wage Rates, Table 1: Full Time Adult Wage Rate Per Hour for Level 1, Level 2 and Level 3.

14.2 Permanent Flexi Part Time Employees

- a. By agreement between the Company and a Permanent Flexi Part Time Employee and/or the Union the arrangement of hours of work can be implemented in accordance with this clause. Purpose only to have and attract staff to work at Geelong Grammar School
- b. The specific number of hours shall not be less than sixty (60) hours and not more than one hundred and fifty-two (152) hours per each four (4) week period, subject to the following conditions:
 - i. The ordinary hours of work will not be less than three (3) hours a day or more than eight (8) hours a day, provided that by agreement between the Employee and the Company the ordinary hours may be extended up to ten (10) hours a day.
 - ii. The hours of duty each day shall be worked continuously. Where an Employee agrees, an Employee's ordinary hours may be worked in two (2) periods. However, each period of work will not be less than three (3) hours and the interval between the two (2) periods shall not be less than two (2) hours. An additional allowance of \$3.00 shall be paid for each day where an Employee's ordinary hours are worked in two (2) periods.
 - iii. An Employee will not work more than twelve (12) days in succession or more than twenty (20) days in a four (4) week roster cycle. Accordingly, an Employee is entitled to a minimum of eight (8) days off in any four (4) week cycle. However, by agreement between the Company and the Employee the minimum number of days off in any four (4) week cycle may be reduced to four (4).
 - iv. Employees shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed plus fifteen percent (15%). The additional fifteen percent (15%) prescribed shall be regarded also as ordinary wages for the payment of personal leave and work not performed on a public holiday.
 - v. The additional fifteen percent (15%) prescribed shall apply in addition to the rates prescribed for weekly Employees for worked performed on Saturday, Sunday, public holidays, overtime and where double time and a half is prescribed in the Agreement.
 - vi. The ordinary hours of work will be set prior to the commencement of each school term but may be altered by the Company providing Fourteen (14) days' notice or at any time by mutual agreement, if the change is caused by something out of the Company's reasonable control.
 - vii. The provisions of the Agreement in respect to annual leave, personal leave and long service leave (if applicable) shall accrue on the hours specified at appointment (or as otherwise agreed in writing by the parties) for flexi part time Employees from the date of flexi part time appointment but shall not be accrued on any overtime or additional hours over and above the hours specified at appointment.
 - viii. All hours worked in excess of rostered hours for a four (4) week cycle or in excess of the maximum daily hours prescribed by clause 15.2(b)(i) will be paid as overtime at the rates prescribed by the Agreement, except all leave (e.g. personal, annual, etc.) shall only be accrued on the hours specified at appointment and not the overtime hours.

15. Casual Employment

15.1 Engagement

- a. An Employee may be employed on a casual basis.
- b. Casual Employees can be engaged to perform work on an intermittent or irregular basis or to work uncertain hours or in unforeseen circumstances or in emergencies or in order to meet operational requirements such as variable service delivery or to replace Employees who are rostered off or absent.

15.2 Rates of Pay

15.2.1 An Employee may be employed on a casual basis. Casual Employees will be paid in accordance with the applicable casual rate set out in Schedule A to this Agreement as follows:

Monday to Friday inclusive	Time and a third
Saturday	Time and a half
Sunday	Double time
Public holidays	Double time and a half

- 15.2.2 If an employee is required to perform the duties of Cleaner, as per the clause 9.5.3 of this agreement, and employed as a casual, they will be paid an additional 25% loading on top of the Saturday, Sunday and Public Holiday loading specified in the above table.
- 15.2.3 The casual rates set out in Schedule A are inclusive of a casual loading providing for full and complete compensation for annual leave and other forms of paid leave, including but not limited to paid personal/carer's leave, paid compassionate leave, community service leave and public holidays not worked (but not long service leave). The casual loading also provides for full and complete compensation for any other matters identified as excluding casual employees contained in this Agreement.
- 15.2.4 Casual Employees shall receive a minimum of three (3) hours work at casual rates on each engagement, except for casual cleaning employees engaged at a location with a total cleaning area of +5000m², who shall receive a minimum of four (4) hours work at casual rates on each engagement.

15.3 Payment of Wages When Pay Day Falls on a Rostered Day Off

An Employee whose rostered day off falls on a pay day, may request the Company to be paid on the working day prior to pay day. Such request must be made at least twenty-four (24) hours prior to the day on which payment is sought.

15.4 Casual conversion to full-time or part-time employment

- 15.4.1 This clause only applies to a regular casual Employee.
- 15.4.2 A regular casual Employee means a casual Employee who is employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months.
- 15.4.3 A regular casual Employee who has been engaged by the Company for at least twelve (12) months may request (subject to the provisions of this clause) to have their contract of employment converted to full-time or part-time employment.
- 15.4.4 An Employee who has worked at the rate of an average of thirty-eight (38) or more hours a week in the period of twelve (12) months casual employment may request to have their employment converted to full-time employment.

- 15.4.5 An Employee who has worked at the rate of an average of less than thirty-eight (38) hours a week in the period of twelve (12) months casual employment may request to have their employment converted to part-time employment.
- 15.4.6 Where a casual Employee seeks to convert to full-time or part-time employment, the Company may consent to or refuse the request, but only on reasonable grounds. In considering a request, the Company may have regard to any of the following factors:
 - 15.4.6.1 the size and needs of the workplace or enterprise;
 - 15.4.6.2 the nature of the work the Employee has been doing;
 - 15.4.6.3 the qualifications, skills, and training of the Employee;
 - 15.4.6.4 the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - 15.4.6.5 the Employee's personal circumstances, including any family responsibilities; and
 - 15.4.6.6 any other relevant matter.
- 15.4.7 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 agree upon:
 - 15.4.7.1 the form of employment to which the Employee will convert-that is, full time or part-time employment; and
 - 15.4.7.2 if it is agreed that the Employee will become a part-time Employee, if that Employee will be a Flexi Part Time Employee.
- 15.4.8 The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- 15.4.9 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.
- 15.4.10 An Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Agreement.
- 15.4.11 Nothing in this clause obliges a casual Employee to convert to full-time or part time employment, nor permits the Company to require a casual Employee to so convert.
- 15.4.12 Nothing in this clause requires the Company to convert the employment of a regular casual Employee to full-time or part-time employment if the Employee has not worked for twelve (12) months or more in a particular establishment or in a particular classification stream.
- 15.4.13 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.

16. Special Provisions for Term Breaks, Exeats & Exam Period etc

16.1 Notice

- a. Employees may be stood down without pay during official term breaks, semester breaks, exeats, exam periods, camps and the Christmas/Summer vacation and other official school events specified in the school calendar, provided that:
 - i. an Employee shall be given as much notice as practicable of the start and finish of any stand down period, notice must be at least one (1) week and be in writing and it is acknowledged that provision of the school calendar specifying all school calendar dates (including official term breaks, semester breaks, exeats, exam periods, camps and the Christmas/Summer vacation - as released at the start of the year and on a term by term basis)

shall constitute notice for the purposes of this Agreement and any other stand down event shall be notified in writing to the employees with one (1) weeks' written notice.

- ii. Once notice is given, the stand down period shall not be varied by the Company unless at least seven (7) days' notice is given. Notice in this circumstance shall be way of roster, supplementary roster or revised school calendar posted on the staff notice board:
 - an Employee may take accrued annual leave or long service leave during term breaks, semester breaks and the Christmas/Summer vacation; and
 - all periods of stand down shall count as service for the purpose of accrual of personal leave, annual leave and long service leave.
- b. On written request the Company agrees to provide written confirmation of the hours the Employee is stood down for the purposes of providing to social security authority.

16.2 Cleaners

Camps, external or internal, extra time or staff will be provided to perform extra tasks created by preparation/clean up (including the servicing) of camps during term breaks, as required and agreed to by management on a case by case basis.

16.3 Cleaning

16.3.1 If appropriate work is available within the Geelong Grammar School Site for an Employee during any period of stand down, the existing permanent full time, part time or flexi parttime Employee shall be offered such employment before casual Employees are utilised and before additional Employees are hired.

16.3.2 An Employee who has been stood down may refuse the offer of employment without prejudice to their employment relationship. For the purpose of this sub-clause "appropriate work" shall mean such as is available that is capable of being performed by the Employee on the Geelong Grammar School site.

16.4 Work During Period

16.4.1 In the case of external functions or camps not associated with Geelong Grammar School, E.g.: (T.A.F.T.A), it is agreed that twelve (12) hours' notice can be given in the case of shift cancellations during the said external functions or camps. Remuneration for such work shall be at rate of pay applicable to the work being performed.

16.4.2 No Employee shall have their employment terminated on the grounds of work not being available due to a term break, semester break or Christmas/Summer vacation.

16.4.3 Anyone required to work on a Monday of an exeat weekend (except when the Monday is a public holiday) shall be guaranteed a minimum of three (3) hours work during the periods specified in any supplementary roster.

17. Public Holidays

17.1 Permanent Monday to Friday Workers

- a. This clause applies to Employees whose ordinary hours of work are on Monday to Friday.
- b. Which days are public holidays?

An Employee shall be entitled to a day off work on the following holidays without loss of pay:

Christmas Day	Australia Day
Boxing Day	Anzac Day
New Years' Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Melbourne Cup Day
Easter Monday	

- c. If any additional public holidays are declared or prescribed by a State, Territory or locality, those days shall be additional holidays excluding Geelong Cup and Geelong Show Day except only one (1) day per public holiday shall be observed under this Agreement and the day observed shall be the actual day on which the public holiday occurs except where this clause actually specifies the day observed.
- d. Can any of these holidays be substituted for another day?
- i. The Company, with the agreement of Employees, may substitute another day for any of the above named holidays.
 - ii. The Company and the majority of Employees affected may agree to substitute another day for any public holiday prescribed in this clause. This agreement must be in writing and be available to every Employee.
 - iii. The Union shall be informed of any agreement and may refuse to accept it within seven (7) days. The Union will not unreasonably refuse to accept the agreement.
 - iv. If the agreement is refused by the Union, the parties will seek to resolve

their differences to the satisfaction of the Company, the Employees and the Union.

- e. What if Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a Saturday or a Sunday?
 - i. If Christmas Day falls on a Saturday, or a Sunday then the holiday will be observed on 27 December.
 - ii. If Boxing Day falls on a Saturday or a Sunday then the holiday will be observed on 28 December.
 - iii. If either New Year's Day or Australia Day falls on a Saturday or a Sunday then the holiday will be observed on the next Monday.
- f. What if holidays other than Xmas Day, Boxing Day, New Year's Day or Australia Day fall on a Saturday or Sunday?

Employees who work Monday to Friday shall not be entitled to other public holidays falling on a weekend. However, Employees may be requested, but not compelled to work on these holidays. If they do work they will be paid two point five (2.5) times the ordinary hourly rate.

- g. What if an Employee works on both the substitute day and the actual holiday?
 - i. If an Employee works on the actual day they shall be paid two point five (2.5) times the ordinary hourly rate. Except for the work performed on Christmas Day and/or New Year's Day where there is an additional entitlement of an extra day's pay or an extra day added to the Employee's annual leave.
 - ii. If an Employee works on the substitute day, Employees shall be paid the weekend rates of pay.
- h. What if an Employee works on the actual holiday but not the substitute day?

On the actual day Employees shall be paid two point five (2.5) times the ordinary hourly rate. Except for work performed on Christmas Day or New Year's Day where there is an additional entitlement of an extra day's pay or an extra day added to the Employee's annual leave.

- i. What if an Employee works on the substitute day but not the actual holiday?

On the substitute day Employees shall be paid two point five (2.5) times the ordinary hourly rate.

17.2 Permanent non Monday to Friday Workers

17.2.1 This clause applies to those permanent Employees whose ordinary hours of work are on five (5) days including either Saturday or Sunday or both. For example: an Employee who works Tuesday to Saturday, or Wednesday to Sunday.

17.2.2 Which days are public holidays?

An Employee shall be entitled to a day off work on the following holidays without loss of pay:

Christmas Day	Australia Day
Boxing Day	Anzac Day
New Years' Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Melbourne Cup Day

Easter Monday	
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- 17.2.3 If any additional public holidays are declared or prescribed by a State, Territory or locality, those days shall be additional holidays excluding Geelong Cup and Geelong Show Day except only one (1) day per public holiday shall be observed under this Agreement and the day observed shall be the actual day on which the public holiday occurs except where this clause specifies the day observed.
- 17.2.4 Can any of these holidays be substituted for another day?
- 17.2.4.1 The Company, with the agreement of Employees, may substitute another day for any of the above named holidays.
- 17.2.4.2 The Company and the majority of Employees affected may agree to substitute another day or any prescribed in this clause. This agreement must be in writing and be available to every affected Employee.
- 17.2.4.3 The Union shall be informed of any agreement and may refuse to accept it within seven (7) days. The Union will not unreasonably refuse to accept the agreement.
- 17.2.4.4 If the agreement is refused by the Union, the parties will seek to resolve their differences to the satisfaction of the Company, the Employees and the Union.
- 17.2.5 What if Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a Saturday or a Sunday?
- 17.2.5.1 If Christmas Day falls on a Saturday or a Sunday then the holiday will be observed on 27 December.
- 17.2.5.2 If Boxing Day falls on a Saturday or a Sunday then the holiday will be observed on 28 December.
- 17.2.5.3 If either New Year's Day or Australia Day falls on a Saturday or a Sunday then the holiday will be observed on the next Monday.
- 17.2.6 What if an Employee works on both the substitute day and the actual holiday as part of their normal roster?
- 17.2.6.1 On the actual day Employees shall be paid the weekend penalty rates, except for work performed on Christmas Day where Employees are entitled to an additional half-day pay.
- 17.2.6.2 On the substitute day Employees shall be paid two point five (2.5) times the ordinary hourly rate or received an alternative day off or receive an additional day added to the Employee's annual leave.
- 17.2.7 What if the Employee works on the actual holiday?

On the actual day Employees shall be paid the weekend penalty rates and:

- 17.2.7.1 If the substitute day would normally form part of the rostered hours Employees shall be entitled to the day off with pay but if the Employee is required to work on the substitute day they shall be paid two point five (2.5) times the ordinary hourly rate or receive another paid day off.
- 17.2.7.2 If the substitute day would not normally form part of the rostered hours Employees shall either receive an extra day's pay or an additional day's annual leave or an alternative day off.
- 17.2.7.3 Except for work performed on Christmas Day where Employees are entitled to an additional half day's pay.
- 17.2.8 What if an Employee works on the substitute day but not the actual holiday?

On the substitute day Employees shall be paid two point five (2.5) times the ordinary hourly rate.

17.2.9 What if the holiday falls on a day an Employee is rostered off?

Employees are entitled to either:

- 17.2.9.1 An extra day's pay; or
- 17.2.9.2 An alternative day off; or
- 17.2.9.3 An extra day's annual leave.

17.3 Casual Employees

Casual Employees, who are required to work on any of the public holidays set out in clause 18.2, will be paid two point five (2.5) times the ordinary rate plus their Casual loading.

18. Annual Leave

18.1 Entitlement

- a. Except as otherwise provided in this Agreement all Part Time and Full Time Employees shall be entitled to four (4) weeks annual leave on ordinary pay. Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- b. During a period of annual leave an Employee shall receive a loading of seventeen point five percent (17.5%) of the appropriate rate prescribed in Clause 9 to this Agreement. The seventeen point five percent (17.5%) loading shall also apply to proportionate leave on termination of employment.
- c. The annual leave shall be given and taken in a particular period if:
 - i. At least that amount of annual leave is credited to the Employee; and
 - ii. The Employee has applied for annual leave; and
 - iii. The Company has authorised the Employee to take the annual leave during that period.
- d. Any refusal of annual leave by the Company must be in writing and must contain the reasons for refusal.
- e. The Company must not unreasonably:
 - i. Refuse to authorise an Employee to take an amount of annual leave that is credited to the Employee; or
 - ii. Revoke an authorisation enabling an Employee to take annual leave during a particular period.
- f. If the Employee and the Company so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.
- g. Except as provided in clause 19.2 payment shall not be made by the Company to an Employee in lieu of any annual leave or part thereof to which the Employee is entitled under this Agreement nor shall any such payment be accepted by the Employee.
- h. The Company shall give the Employee at least seven (7) days' notice of the date from which his or her annual leave shall be taken.
- i. If the Employee and Company agree the annual leave can be paid in advance before the commencement of the Employee's annual leave their ordinary pay for the leave period.
- j. Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to a further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.
- k. Where any holiday for which the Employee is entitled to payment under this Agreement or under their contract of employment occurs during any period of annual leave taken by an

Employee under this clause the period of the leave shall be increased by one (1) day in respect of that holiday.

18.2 Entitlement on Termination

- 18.2.1 Where the employment of an Employee who has become entitled to one (1) or more periods of annual leave provided by this Agreement is terminated, the Company shall be deemed to have given all such leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment and shall forthwith pay to the Employee, in addition to all other amounts due the Employee, the Employee's ordinary pay for the period of that leave.
- 18.2.2 Subclause (a) above applies to and in respect of any annual leave (except so much, if any, as had already been taken) whether or not the Employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the Employee's right to take it had accrued immediately before the date of the termination of the Employee's employment.
- 18.2.3 Nothing in subclause (a) or (b) affects the obligations of the Company to give or an Employee to take, annual leave in accordance with this Agreement.
- 18.2.4 This subclause applies with respect to every period of employment of an Employee by the Company which is less than one (1) year, such period being computed from the date of the commencement of the employment (or where the Employee has during the employment become entitled to any annual leave or holidays under the last preceding clause) computed from the date upon which they become entitled to that annual leave, or to the last annual leave as the case may be.
- 18.2.5 Where the employment of any Employee by the Company is terminated at the end of a period of employment to which this subclause applies the Company shall forthwith pay to the Employee in addition to all other amounts due to him other an amount equal to one- twelfth (1/12th) of their ordinary pay for that period of employment.
- 18.2.6 Where the annual leave under the last preceding clause or any part thereof has been taken in advance by an Employee pursuant to subclause (c) of that clause, and the employment of the Employee is terminated before they have completed the year of employment in respect which such annual leave or part was taken, and the sum paid by the Company to the Employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Company is required to pay to the Employee under subclause (c) of the clause the Company shall not be liable to make any payment to the Employee under subclause (c) of this clause and shall be entitled to deduct the amount of such excess from any remuneration payable to the worker upon the termination of the employment.
- 18.2.7 Where the Company intends to temporarily close (or reduce) the establishment or a section under clause 17 of this Agreement thereupon:
- 18.2.7.1 any such Employee who at the date of closing is entitled to their annual leave shall be given leave commencing on and from the date of closing and, in addition, shall be paid one-twelfth (1/12th) of their ordinary pay for any period of employment after the accrual of their right to the annual leave and up to but excluding the date of closing;
- 18.2.7.2 any such Employee who at the date of closing is not entitled to annual leave shall be given leave without pay, as on and from the date of closing and shall be paid one-twelfth (1/12th) of his or her ordinary pay for the period of employment since the commencement thereof or the accrual of their last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any holiday during such leave for which they are entitled to payment under this Agreement or under their contract of employment; and
- 18.2.7.3 the next twelve (12) monthly qualifying period of employment for every such Employee shall commence as on from the date of closing.

18.2.8 In this subclause "**date of closing**" in relation to each Employee means the first day of their annual leave or leave pursuant to this subclause.

18.3 Definitions

18.3.1 For the purposes of the two last preceding clauses:

"**Apprentice**" means any person bound by indenture of apprenticeship.

"**Ordinary pay**" in relation to any Employee means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the Employee is provided with food or lodging by the Company, includes cash value of that board and lodging.

"**Week**" in relation to any Employee means the Employee's ordinary working week.

18.3.2 For the purposes of the definition of the term "ordinary pay" in subclause (a) of this clause:

18.3.2.1 Where no ordinary time rate of pay is fixed for an Employee's work under the terms of their employment the ordinary rate of pay shall be deemed to be the average weekly rate earned by the Employee during the period in respect of which the right to the annual leave accrues.

18.3.2.2 Where no normal weekly number of hours is fixed (i.e. fixed at appointment or otherwise agree in writing) for an Employee under the terms of their employment the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the Employee during the period in respect of which the right to the annual leave accrues.

18.3.2.3 The cash value of any board or lodging provided for an Employee shall be as fixed under this Agreement.

18.3.2.4 Provided that the value of any board or lodging or for the amount of any payment in respect of board or lodging, shall not be included in any case where the board or lodging is provided or the employment is made not as part of the Employee's ordinary pay but because the work done by the Employee is in such a locality as to necessitate his or her sleeping elsewhere than at his or her genuine place of residence or because of any other special circumstances.

18.3.3 For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

18.3.3.1 any annual leave or long service leave taken therein;

18.3.3.2 any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

18.3.3.3 any absence from work of not more than fourteen (14) days in the year of employment on account of sickness or accident;

18.3.3.4 any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the Company;

18.3.3.5 any absence on any other account not involving termination of employment and in calculating the year of employment any absence of a kind mentioned in paragraphs (i), (ii) or (iii) of the subclause shall be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraphs (iv) and (v) of this subclause it will be necessary for the Employee as part of his or her qualification for annual leave to service such additional period as equals the periods of such absences.

18.4 Shift Workers

- 18.4.1 In addition to the leave herein before prescribed seven (7) day shift workers, that is shift workers who are rostered to work regularly on Sundays and public holidays shall be allowed one (1) week's leave including non working days.
- 18.4.2 Where an Employee with one (1) year's continuous employment is engaged for part of the yearly period as a seven (7) day worker, the Employee shall be entitled to have the period of four (4) week's annual leave hereinbefore prescribed increased by half a day for each month the Employee is continuously engaged as aforesaid.
- 18.4.3 In the case of an Employee who is engaged for part of any year of employment as a seven (7) day shift worker, and whose employment is terminated, the Employee shall be paid in addition to, any other amounts due to them, an additional amount equal to one forty- eighth of the Employee's ordinary pay in respect of their period of employment as a seven (7) day shift worker.
- 18.4.4 If any employee who is required to perform the duties of Cleaner as per the clause 9.5.3 of this agreement will be paid
- i. Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday will attract 15% loading on their rate of pay for the entire shift.
 - ii. Any shift that finishes after midnight but no later than 8.00 am and does not rotate or alternate with another shift or day work excluding hours on a day that is a public holiday will attract 30% loading on their rate of pay for the entire shift.

18.5 Pay Discrepancies

Where the Employee receives incorrect payment for work performed and notifies the Employer of the asserted error, the Employer will:

- (a) In the case of incorrect payment for up to but less than 7.6 hours, rectify payment in the next pay cycle; or
- (b) In the case of incorrect payment for 7.6 hours or more, rectify payment immediately.

18.6 Pay Slips

The total number of annual leave credits will be shown on all permanent Employees pay slips.

18.7 Single Day Absences

- 18.7.1 Notwithstanding the provision of this clause, an Employee may instead elect, with the consent of the Company, to take annual leave in single day periods not exceeding five (5) days in any calendar year at a time or times agreed between them.
- 18.7.2 Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 18.7.3 An Employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

19. Personal Leave

19.1 Entitlement

- 19.1.1 An Employee (other than a casual Employee) shall be entitled to paid personal leave as follows:
- 19.1.1.1 During the first twelve (12) months of service – seven point six (7.6) hours ordinary pay for each complete month of service.
 - 19.1.1.2 During any subsequent year of service – ninety one point two (91.2) hours ordinary pay.
 - 19.1.1.3 Employees who normally work less than thirty eight (38) hours per week shall only be entitled to payment for personal leave on pro rata basis.
- 19.1.2 If the full period of such leave is not taken in any year such portion as is not taken shall be cumulative from year to year.
- 19.1.3 The Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence the Employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- 19.1.4 Employees must provide a medical certificate for sick leave when:
- 19.1.4.1 The leave is taken for two (2) or more consecutive rostered days; or
 - 19.1.4.2 For single day absences if the leave precedes or follows a public holiday, rostered day off, weekend or annual leave; or
 - 19.1.4.3 Where more than three (3) single days of personal leave have been taken in the preceding twelve (12) month period; or
 - 19.1.4.4 Where the personal leave entitlement has been exhausted; or
 - 19.1.4.5 If the Company so makes a reasonable request.

19.2 Family (Carer's) Leave

- 19.2.1 An Employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any accrued personal leave entitlement as set out in clause 19.1 of this Agreement, for absences to provide care and support for such persons when they are ill, injured or involved in an unexpected emergency.
- 19.2.2 The Employee shall, if requested by the Company, establish by provision of a medical certificate or statutory declaration, the illness, injury or unexpected emergency of the person concerned.
- 19.2.3 "**Immediate Family**" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 19.2.4 The Employee shall give the Company notice prior to the absence of the intention to take leave as soon as practicable along with the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.

19.3 Unpaid Leave for Family Purpose

A casual Employee, or an Employee who has exhausted their paid personal leave entitlement, may take unpaid leave for the purpose of the providing care to a family member who is ill, for a single continuous period of up to two (2) days or any separate period to which the Employee and Company agree.

19.4 Personal Leave Accrual Statement

Upon request by an Employee, the Company shall provide a leave accrual statement that shows the Employee's personal leave balance. The Company shall provide the statement within five (5) working days of the request.

20. Compassionate Leave

- a. All permanent Employees shall be entitled to compassionate leave in the event that a member of the Employee's immediate family or household contracts or develops a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life or dies, not exceeding the number of hours worked by the Employee in three (3) ordinary days' work for each occasion.
- b. Casual employees shall be entitled to two (2) days compassionate leave for each occasion.
- c. Compassionate leave does not accumulate.
- d. Compassionate leave shall be without deduction of pay for a period, except for casual Employees who are not paid for compassionate leave.
- e. Evidence of such injury, illness or death of an immediate family member shall be provided by the Employee prior to such leave being granted by the Company.
- f. "**Immediate Family**" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

21. Family and Domestic Violence Leave

- a. This clause applies to all Employees, including casuals and will be in accordance with NES.
- b. In this clause:
 - i. "**Family and domestic violence**" means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
 - ii. "**Family member**" means:
 - A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - A person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
 - iii. A reference to a spouse or de facto partner in the definition of family member in clause 22(ii) includes a former spouse or de facto partner.
- c. An Employee is entitled to ten (10) days' paid leave to deal with family and domestic violence as follows:
 - i. The leave is available in full at the start of each twelve (12) month period of the Employee's employment; and
 - ii. The leave does not accumulate from year to year; and
 - iii. Is available in full to part-time and casual Employees.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Company.

The Company and the Employee may agree that the Employee may take more than five (5) days' unpaid leave to deal with family and domestic violence.

- d. An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
- i. Is experiencing family and domestic violence; and
 - ii. Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

- e. The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. An Employee must give the Company notice of the taking of leave by the Employee under clause 22. The notice:
- i. Must be given to the Company as soon as practicable (which may be a time after the leave has started); and
 - ii. Must advise the Company of the period, or expected period, of the leave.
- f. An Employee who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 22(d).

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

- g. The Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 22(g) is treated confidentially, as far as it reasonably practicable to do so.
- h. Nothing in this clause prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Company should consult with such Employees regarding the handling of this information.

22. Parental Leave

Employees are entitled to parental leave in accordance with the NES.

23. Jury Services

An Employee required to attend for jury service shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time they would have worked had they not been on jury service. Payment will be paid only for the first 10 days of the absence.

24. Community Service Leave

Employees are entitled to community service leave in accordance with the NES.

25. Requests for Flexible Working Arrangements

25.1 Employee May Request Change in Working Arrangements

This clause applies where an Employee has made a request for a change in working arrangements under section 65 of the FW Act.

Note 1: Section 65 of the FW Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A).

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

Note 3: This clause operates in addition to section 65 of the FW Act.

25.2 Responding to the Request

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

25.2.1 The needs of the Employee arising from the circumstances;

25.2.2 The consequences for the Employee if changes in working arrangements are not made; and

25.2.3 Any reasonable business grounds for refusing the request.

Note 1: The Company must give the Employee a written response to an Employee's section 65 request within twenty one (21) days, stating whether the Company grants or refuses the request (section 65(4)).

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

25.3 What the Written Response Must Include if the Company Refuses the Request

This clause applies if the Company refuses the request and has not reached an agreement with the Employee under clause 26.2.

25.3.1 The written response under section 65(4) must include details of the reasons for the refusal, including the business grounds or grounds for the refusal and how the ground or grounds apply.

25.3.2 If the Company and Employee could not agree on a change in working arrangements under clause 26.2, the written response under section 65(4) must:

25.3.2.1 State whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and

25.3.2.2 If the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

25.4 What the Written Response Must Include if a Different Change in Working Arrangements is Agreed

If the Company and the Employee reached an agreement under clause 26.2 on a change in working arrangements that differs from that initially requested by the Employee, the Company must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

25.5 Dispute Resolution

Disputes about whether the Company has discussed with request with the Employee and responded to the request in the way required by this clause, can be dealt with under the disputes procedure.

26. Uniforms

26.1 Cleaning Employees employed under this Agreement will be provided with a work uniform consisting of four (4) tops, three (3) pants, two (2) cardigan per Employee on a annual basis or earlier as required by Employee.

26.2 Cleaning Employees will also be provided with one (1) waterproof coat for to be replaced with fair wear and tear, on presentation of the old item to the Company.

26.3 The Company shall not be unreasonable or unreasonably delay the provision of replacement uniforms under this clause. Protective footwear can be purchased by Employees from the Company at a cost unless the position requires steel toe cap boots to be worn and these will be provided by the Company at no cost.

26.4 Outdoor sun protection will be provided by the Company on request by an Employee, by way of sunscreen and hat.

26.5 Where it is necessary that waterproof or other protective clothing such as steel cap boots, aprons or gloves be worn by an Employee, the Employee shall be supplied with some without cost to the Employee. Such protective clothing shall remain the property of the Company.

27. Representation and Communication with Employees

28.1 An authorised Union representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Employer's business, for the following purposes:

- (a) Involvement under the disputes procedure of this Agreement; and
- (b) Distributing written information to Union delegates or employees

28.2 The Union representative must provide the HR Manager 24 hours' notice of intended visit.

28.3 These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

28. Mixed Functions

- a. Where an Employee acts in a higher classified position for a period of two (2) hours or more in any one (1) day the Employee shall be paid at the rates prescribed for such higher classified position for the full day, and where an Employee so acts for a period of less than two (2) hours on any one (1) day, for the time so worked only.
- b. An Employee classified in accordance with this clause who temporarily performs work at another classification which prescribes a lower wage rate shall not receive less wages by virtue of that circumstance.

- c. Leading hand allowance, The employer must pay the employee an allowance per week of the amount specified in the Leading hand allowance table below depending on the number of other employees of which the employee is in charge. Will increase as per the Cleaning Services Award 2020.

Leading hand allowance

Number of employees in charge of	Allowance per week
	\$
Up to 10	54.88
11–20	70.61
More than 20	86.35

29. Disputes Procedure

- a. If a dispute relates to a matter arising under this Agreement or the NES, then this clause sets out the procedure to settle the dispute.
- b. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- c. Any grievance, claim or dispute which arises shall, where possible, be settled by discussions on the job between the Employee and the management.
- d. If the matter is not resolved at this level, the matter will be further discussed between the affected Employee, the Union delegate and the management.
- e. If no agreement is reached, the relevant Union organiser and delegate will discuss the matter with representatives of the Company.
- f. Should the matter not be resolved a discussion shall be held between the relevant Company representative and the State Secretary of the Union or their nominee.
- g. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- h. The FWC may deal with the dispute in two (2) stages:
 - i. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- i. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- j. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision by a party who is aggrieved by the decision.
- k. While the parties are trying to resolve the dispute using the procedures in this term:
 - i. an Employee must continue to perform work as they would normally unless the Employee has a reasonable concern about an imminent risk to their health or safety; and

- ii. an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the Employee to perform; or
- l. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- m. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

30. Termination of Employment

33.1. Notice of termination by the Company

- a. In order to terminate the employment of an Employee the Company shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than one year	One week
One year but less than three years	Two weeks
Three years but less than five years	Three weeks
Five years and over	Four weeks

- b. In addition to the notice in paragraph (a), Employees over forty five (45) years of age at the time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.
- c. Payment in lieu of the notice prescribed in paragraphs (a) and/or (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be determined by part of the period of notice specified and part payment lieu thereof.
- d. In calculating any payment in lieu of notice the wages to be used shall be the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.
- e. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal as defined in Clause 32.5 below, and in the case of casual Employees, apprentices or Employees engaged for a specific period of time or for a specific tasks or tasks.
- f. For the purposes of this clause service shall be deemed to be continuous notwithstanding any interruption or termination of the employment by the Company if such interruption or termination has been made merely with the intention of avoiding obligations hereunder or any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Company or any other absence approved by the Company.

33.2. Notice of termination by Employee

- a. The notice of termination required to be given by an Employee shall be:

Period of continuous service	Period of notice
Less than one year	One week
One year and over	Two weeks

- b. There shall be no additional notice based on the age of the Employee concerned.

- c. Subject to financial obligations imposed on the Company by the FW Act upon termination of employment, if an Employee fails to give notice the Company shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

33.3. Time off during notice period

Where the Company has given notice of termination to an Employee, an Employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Company.

33.4. Statement of employment

The Company, shall upon request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

33.5. Instant Dismissal

Notwithstanding the provisions of clause 32.1, the Company shall have the right to dismiss any Employee without notice for conduct that justifies summary dismissal.

31. Introduction of Change

- a. This clause applies if:
 - i. the Company proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on Employees; or
 - ii. the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees; or
 - iii. another clause in this Agreement requires that a matter (for the purpose of this clause, 'the change') be the subject of consultation between the Company and the Employee(s).
- b. As soon as practicable, the Company must discuss with the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) the introduction of the change and the effect the change is likely to have on the Employees. The Company must discuss measures to avert or mitigate any adverse effect of the change on the Employees.
- c. The relevant Employees may appoint a representative for the purposes of the procedures in this term. The Company must recognise the representative if:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee(s) advise the Company of the identity of the representative.
- d. For the purposes of the discussion, the Company will provide the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) in writing:
 - i. all relevant information about the change including the nature of the change proposed;
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- e. However, the Company is not required to disclose confidential information.

- f. In relation to any change about rosters or ordinary hours of work, the Company must invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- g. The Company must give prompt and genuine consideration to matters raised by the relevant Employees about the proposed change, including any impact the change will have on the Employees' family or caring responsibilities.
- h. In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - i. the termination of the employment of Employees;
 - ii. major change to the composition, operation, or size of the Company's workforce or to the skills required of Employees;
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - iv. the alteration of hours of work;
 - v. the need to retrain Employees;
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.
- i. The parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- j. In this clause, 'relevant Employees' mean the Employees who may be affected by the change.
- k. For the avoidance of doubt, except as specifically provided for in this Agreement, this clause does not allow the Company to vary matters expressly provided within this Agreement.

32. Redundancy

34.1 Discussions Before Termination

- a. Where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the Employees directly affected and with their Union.
- b. The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of paragraph (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employee concerned.
- c. For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the Employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

34.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 34.1(a) hereof the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference

between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

34.3 Severance Pay

34.3.1 In addition to the period of notice prescribed for ordinary termination in subclause 32.1 of this Agreement, an Employee whose employment is terminated for reasons set out in paragraph 34.1(a) hereof shall be entitled to the following amount of service pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than one year	Nil
One year but less than two years	Four weeks' pay
Two years but less than three years	Six weeks' pay
Three years but less than four years	Seven weeks' pay
Four years but less than five years	Eight weeks' pay
Five years but less than six years	Ten weeks' pay
Six years but less than seven years	Eleven weeks' pay
Seven years but less than eight years	Thirteen weeks' pay
Eight years but less than nine years	Fourteen weeks' pay
Nine years but less than ten years	Sixteen weeks' pay
Ten years and over	Eighteen weeks' pay

34.3.2 "**Weeks' pay**" means the ordinary time rate of pay for the Employee concerned.

34.4 Employee Leaving During Notice

An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Company until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

34.5 Alternative Employment and Restructure

34.5.1 An Employee will not be entitled to termination, severance or redundancy payments in the following circumstances:

34.5.2 the Company loses a contract/right to operate a business and the incoming employer offers that Employee suitable alternative employment with them and the Employee rejects the offer of employment; or

34.5.3 the Company sells or transfers a business employing the Employee and the acquiring organisation offers that Employee suitable alternative employment with them and the Employee rejects the offer of employment; or

34.5.4 the Company transfers a business employing the Employee to a subsidiary of the Company (as a part of an internal restructure) and the subsidiary offers that Employee suitable alternative employment with them.

34.5.5 An offer of suitable employment includes where, if such terms and conditions are less favourable as a total package, alternative compensation relating to the gap for the first year of employment is made available to the Employee at the time of the transfer.

34.5.6 In this subclause suitable alternative employment will normally mean a position within the same classification level and skills capability of the Employee based on the particular circumstances. In assessing the circumstances for the purpose of determining the suitability

of alternative employment, consideration will be given to the impact of the Employee's overall earnings. Generally, suitable alternative employment will not involve relocation away from the city or town in which the employee is employed (as a guide involves forty five (45) minutes extra travelling time or beyond a daily total of two (2) hours travelling time) or cause unreasonable disruption to family responsibilities.

34.5.7 Further, an offer of employment is not suitable alternative employment unless the terms of the offer include recognition of service with the Company for the purposes of annual leave, personal leave and long service leave but excluding recognition of prior service with the Company regarding termination, redundancy or severance payments.

34.5.8 An Employee who receives severance entitlements under clause 34.3 shall not be entitled to continuity of service.

34.6 Time Off During Notice Period

34.6.1 During the period of notice of termination given by the Company, an Employee shall be allowed up to one (1) days' time off without Loss of pay during each week of notice for the purpose of seeking other employment.

34.6.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

34.7 Notice to Centrelink

Where a decision has been made to terminate three (3) or more employees in a two (2) week period in the circumstances outlined in clause 34.1, the Company shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

34.8 Superannuation Benefits

34.8.1 Subject to further order by the FWC, where an Employee who is terminated receives a benefit from a superannuation scheme, they shall only receive under clause 34.3 hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit the Employee receives which is attributable to employer contributions only.

34.8.2 If this superannuation benefit is greater than the amount due under clause 34.3 then the Employee shall receive no payment under that clause.

34.9 Employee with Less than One (1) Years' Service

This clause shall not apply to Employees with less than one (1) year's continuous service.

34.10 Employees Exempted

This clause shall not apply where an Employee's employment is terminated as consequence of conduct that justifies instant dismissal under clause 32.5 of this Agreement and in the case of casual Employees, apprentices or Employees engaged for a specific period of time or for a specific task or tasks.

34.11 Incapacity to Pay

The Company, in a particular case of redundancy may make application to the FWC to have the severance pay prescription varied on the basis of the Company's incapacity to pay in accordance with clause 120 of the FW Act.

35 Superannuation

35.1 Superannuation legislation

35.1.1 The NES and 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), deal with the superannuation rights and obligations of employers and employees.

The rights and obligations in clause 18 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

35.1.2 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.

35.1.3 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 35.1.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 35.1.3(a) or 35.1.3(b) was made.

35.1.4 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 35.1.2 and pay the amount authorised under clauses 35.1.3(a) and 35.1.3(b) while the employee is:

- (a) on any paid leave;
- (b) absent from work (subject to a maximum of 52 weeks in total) due to a work related injury or illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

35.2 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 18.2 and pay any amount authorised under clauses 18.3(a) or 18.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

(a) AustralianSuper;

(b) SunSuper;

(c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

(d) a superannuation fund or scheme which the employee is a defined benefit member of.

35.3 Salary Sacrifice

35.3.1 The Company commits to offering all permanent employees under this Agreement, a salary sacrifice option for superannuation when available for employees and can be reasonably accommodated by the Company either by the current payroll system or with the implementation of a new payroll system.

35.3.2 The Company will determine the strategy and timeline for implementing a salary sacrifice option and will ensure Employees are notified when the option becomes available.

36 Renegotiations

36.1 The Company and the Union agree to commence negotiations for an agreement to replace this Agreement no later than three (3) months prior to the expiry of this Agreement.

36.2 Subject to this Agreement, the Company and the Union agree that they shall bargain collectively in relation to any matter, whether arising from this Agreement or not, and in relation to the renewal, extension, variation or renegotiation of this Agreement.

37 Training

The Company, based on the needs of the organisation, will offer and provide access to the appropriate training to designated Employees and or Employees recognized as employee representatives.

38 Long Service Leave

Long service leave will be in accordance with the Long Service Leave Act 2018 (Victoria)

38.1 The approval of long service leave will be subject to business needs and operational requirements and shall not be unreasonably refused. If the Company is unable to grant the leave over the period the Employee requests, the Company will respond by providing a reason for the refusal in writing.

Signatures:

Signed for and on behalf of Quayclean Pty Ltd

Signed: 

Date: 05/08/2024

Name (in full): Mark Piwowski

Position Title: CEO

Address: 101 Moray Street, South Melbourne VIC

Witness Signature: 

Witness Name (in full): Anthony Shufflebotham

Address: 101 Moray Street, South Melbourne VIC

Signed for and on behalf of United Workers Union


Signed: 

Date: 05/08/2024

Name (in full): Godfrey Moase

Position Title: Director

Address: 833 Bourke St, Docklands VIC

Witness Signature: 

Witness Name (in full): Katie Calvert

Address: 833 Bourke St, Docklands VIC

SCHEDULE A: WAGE RATES

The following wage rates will be increased by the percentage amount determined by the National Minimum wage case decision for the 01 July 2024 and 01 July 2025

Table 1: Full Time Adult Wage Rate per Hour

	Current	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2024.	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2025
Level 1	\$24.07	\$24.97	TBC
Level 2	\$25.01	\$25.80	TBC
Level 3	\$26.18	\$27.17	TBC
Level 4	\$27.56	\$28.59	TBC

Table 2: Part Time Flexi Staff Adult Wage Rate per Hour

	Current	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2024.	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2025
Level 1	\$27.68	\$28.72	TBC
Level 2	\$28.76	\$29.67	TBC
Level 3	\$30.11	\$31.25	TBC
Level 4	\$31.69	\$32.88	TBC

Table 3: Casual Rate per Hour (Monday-Friday)

	Current	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2024.	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2025
Level 1	\$31.64	\$32.46	TBC
Level 2	\$33.35	\$33.54	TBC
Level 3	\$34.53	\$35.32	TBC
Level 4	\$36.74	\$37.17	TBC

SCHEDULE B: ALLOWANCES

The following allowances will be increased with effect from the first full pay period on or after 1 July of each year of the agreement.

Allowance	Current Rate	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2024.	Percentage amount determined by the National Minimum wage case decision applied on the 01 July 2025.
Site allowance(weekly)	\$16.23	\$16.84	TBC
Site allowance (daily)	\$3.25	\$3.37	TBC
Meal allowance	\$14.81	\$15.37	TBC
First aid allowance(weekly)	\$14.36	\$14.90	TBC
First aid allowance (daily)	\$2.87	\$2.98	TBC
Laundry allowance(per week)	\$5.90	\$6.12	TBC
Split shift 7.6 hour employees			
Over 10 hours but less than 10.5 hours	\$1.47	\$1.53	TBC
Over 10.5 hours but less than 11.5 hours	\$3.02	\$3.13	TBC
Over 11.5 hours but less than 12.5 hours	\$4.36	\$4.52	TBC
12.5 hours and over	\$5.74	\$5.96	TBC
Split shift 6 hour employees			
Over 7.5 hours but less than 8 hours	\$2.81	\$2.92	TBC
Over 8 hours but less than 9 hours	\$3.02	\$3.13	TBC
Over 9 hours but less than 10 hours	\$4.36	\$4.52	TBC
10 hours and over	\$5.74	\$5.96	TBC
Outside hours (mon-fri)			
Time worked between 1900 and midnight (per hour)	\$2.60	\$2.70	TBC
Time worked between midnight and 0700 (per hour)	\$3.89	\$4.04	TBC
Toilet cleaning allowance			
Weekly (max)	\$16.39	\$17	TBC
Per shift	\$3.34	\$3.47	TBC