

**Assetlink Services Air Pty.Ltd and  
United Workers Union Sydney  
Airport Enterprise Agreement 2023**

# Assetlink Services Air Pty Ltd and United Workers Union Sydney Airport Enterprise Agreement 2023

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## PART A Application and Operation

### 1. Title

This Agreement is the Assetlink Services Air Pty Ltd and United Workers Union Sydney Airport Enterprise Agreement 2023 (The Agreement).

### 2. Commencement and duration

2.1. This Agreement will have an initial term of three (3) years and will commence operation on 1 December 2023.

2.2. The nominal expiry date of this Agreement will be 1 December 2026. However, the Agreement will continue to operate until it is replaced or terminated by approval in accordance with the FW Act.

### 3. Renegotiation of the Agreement

3.1. The Employer will commence negotiations for a replacement enterprise agreement with Employees and the Union no later than three months prior to the nominal expiry date of this Agreement.

3.2. The Employer will provide to the Union the following information on the commencement of negotiations:

3.2.1. The number of Employees to be covered by the proposed enterprise agreement.

3.2.2. The location(s) of Employees to be covered by the proposed enterprise agreement, including the number at each worksite.

3.2.3. The number of Employees employed on a casual, part-time and full-time basis and the FTE equivalent (including identification of what worksite).

3.2.4. The median number of hours performed by casual Employees and the median number of hours performed by part-time Employees.

### 4. Definitions and interpretation

4.1. In this Agreement, the following definitions apply:

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

4.1.2. **Agreement** means this Enterprise Agreement, the Assetlink Services Air Pty Ltd and United Workers Union Sydney Airport Enterprise Agreement 2023.

4.1.3. **Award** means the *Cleaning Services Award 2020* (as varied from time to time).

4.1.4. **Base rate of pay** means the minimum rate of pay payable to the Employee for their ordinary hours of work, but not including:

4.1.4.1. Incentive-based payments and bonuses;

- 4.1.4.2. Loadings;
- 4.1.4.3. Monetary allowances;
- 4.1.4.4. Overtime or penalty rates;
- 4.1.4.5. Any other separately identifiable amounts.
- 4.1.5. **Sydney Airport Precinct** means Sydney Airport (including the Sydney Domestic Terminals T2 and T3 and Sydney International Terminal T1) and the surrounding commercial and retail precinct.
- 4.1.6. **Employees** means the Employees of the Employer performing work as described in the classifications in Schedule 1.
- 4.1.7. **Employer** means Assetlink Services Air Pty. Ltd. ABN 63 162 066 079
- 4.1.8. **FWC** means the Fair Work Commission or its successor.
- 4.1.9. **Immediate Family** has the same meaning as in the Act, meaning:
  - 4.1.9.1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - 4.1.9.2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 4.1.10. **NES** means National Employment Standards as described in Part 2-2 of the Act.
- 4.1.11. **Parties** means the Employees, the Employer and the Union.
- 4.1.12. **Shiftworker** is defined in clause 29.2.
- 4.1.13. **Union** means the United Workers Union (UWU).
- 4.2. In this Agreement, unless the contrary intention appears:
  - 4.2.1. The singular includes the plural and vice versa; and
  - 4.2.2. A clause or schedule is a reference to a clause or a schedule in this Agreement.

## 5. Coverage and application

- 5.1. The parties covered by this Agreement are:
  - 5.1.1. the Employer;
  - 5.1.2. the Employees; and
  - 5.1.3. the Union.

- 5.2.** This Agreement applies to and covers the Employer and its Employees engaged in the classifications outlined in Schedule 1 who perform work at or in connection with Sydney Airport Precinct (as defined at clause 4.1.5).
- 5.3.** This Agreement operates to the exclusion of the Award or any other enterprise agreement, unless expressly stated otherwise.
- 5.4.** Where an Employee is entitled to an additional benefit as a result of another industrial instrument (not being either an Award or an Enterprise Agreement), the Employee will continue to be entitled to such benefit. Where there is inconsistency between this Agreement and the industrial instrument and the industrial instrument provides greater benefit to the Employee, the industrial instrument will apply to the extent of the inconsistency. To avoid doubt, the provisions of the industrial instrument do not form part of this Agreement.

## **6. No further claims**

- 6.1.** The Parties covered by the Agreement will not make any further claims in respect of any permitted matters (as defined by section 172(1) of the Act) before the nominal expiry date of the Agreement, unless such further claim is allowed by another clause in this Agreement or the Employer and the Union otherwise agree to enter into discussions about such matter.
- 6.2.** Nothing in this clause prevents a party from raising a matter as part of the renegotiation of a new enterprise agreement to replace this Agreement.

## **7. Interaction between this Agreement and the NES**

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

## **8. Savings provision**

Despite any provision to the contrary in this Agreement, no Employee will be paid less than the applicable hourly rate of pay that would have been paid for time worked contained in the Award, as varied from time to time. The hourly rate of pay for the purpose of this clause is the base rate of pay (as defined in the Act) in the Award, plus any penalty rate/overtime rate and part-time allowance/loading and casual loading in the Award.

## **9. Access to the Agreement and the NES**

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

## **10. Individual Flexibility Arrangement (IFA)**

- 10.1.** An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- 10.1.1. the agreement deals with 1 or more of the following matters:
    - 10.1.1.1. arrangements about when work is performed;
    - 10.1.1.2. overtime rates;
    - 10.1.1.3. penalty rates;
    - 10.1.1.4. allowances;
    - 10.1.1.5. leave loading; and
    - 10.1.1.6. matters arising from the NES .
  - 10.1.2. the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - 10.1.3. the arrangement is genuinely agreed to by the Employer and Employee.
- 10.2.** The Employer must ensure that the terms of the individual flexibility arrangement:
- 10.2.1. are about permitted matters under section 172 of the Act; and
  - 10.2.2. are not unlawful terms under section 194 of the Act; and
  - 10.2.3. result in the Employee being better off overall than the employee would be if no arrangement was made.
- 10.3.** The Employer must ensure that the individual flexibility arrangement:
- 10.3.1. is in writing; and
  - 10.3.2. includes the name of the Employer and Employee; and
  - 10.3.3. is signed by the Employer and Eand if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - 10.3.4. includes details of:
    - 10.3.4.1. the terms of the enterprise agreement that will be varied by the arrangement; and
    - 10.3.4.2. how the arrangement will vary the effect of the terms; and
    - 10.3.4.3. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - 10.3.4.4. states the day on which the arrangement commences.

**10.4.** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**10.5.** The Employer or Employee may terminate the individual flexibility arrangement:

10.5.1. by giving no more than 28 days written notice to the other party to the arrangement;  
or

10.5.2. if the Employer and Employee agree in writing--at any time.

## **11. Relationship with the United Workers Union**

**11.1.** The United Worker's Union ('UWU') is recognised as the union with coverage of Employees covered by this Agreement.

**11.2.** Employees who are a member of UWU will not be disadvantaged or discriminated against for exercising their industrial rights.

### **11.3. Recognition of UWU Delegates**

11.3.1. The Union may nominate and the Employer will recognise up to 4 delegates/worksite representatives ('UWU Delegates')

11.3.2. The Employer will treat UWU Delegates fairly and allow them to perform their role as a union delegate without any discrimination in their employment and in accordance with the provisions of the Fair Work Act 2009 (as amended). The Employer recognises and respects that endorsed UWU Delegates speak on behalf of union members in the workplace.

11.3.3. UWU Delegates undertaking duties in the nature of those listed in clause 11.3.4 will ensure that they:

11.3.3.1. Show respect towards all persons they deal with, including other employees, supervisors and managers;

11.3.3.2. Only use company resources in the course of performing their UWU delegate role to the extent and for the purposes the resources are provided by the company; and

11.3.3.3. Maintain the confidentiality of confidential, sensitive or personal information provided to them by other employees or the company.

11.3.4. The Employer will grant UWU Delegates reasonable paid time off work to:

11.3.4.1. Consult and speak with workers about matters relating to their work, such as a grievance or dispute;

11.3.4.2. Where requested by a worker, consult and confer with UWU officials;



- 11.3.4.3. Consult with Employer representatives, including participating in any consultation process outlined in this Agreement;
  - 11.3.4.4. Represent the interests of workers with Employer representatives; and
  - 11.3.4.5. Inform new workers about membership of UWU.
- 11.3.5. Where a UWU Delegate needs to leave their work area in order to undertake activities consistent with those outlined above, the UWU Delegate will first notify their immediate Supervisor. The UWU Delegate will indicate the general nature of the business, the work area to be visited and the expected duration of the absence. The UWU delegate's supervisor may refuse to allow the UWU delegate to leave their work area if it would be reasonable to do so based on operational grounds. If there is disagreement about whether a supervisor's refusal to allow the UWU delegate to leave their work area was reasonable, the issue will be escalated to the next line manager for resolution.
- 11.3.6. In all instances, the UWU Delegate will strive to resolve any issues at the local level, consistent with the intent of the procedure for the avoidance of industrial disputes.
- 11.3.7. A contravention of sub-clause 11.3.3 by a UWU delegate is not assumed to be a civil penalty contravention of the Act by that UWU delegate.

#### **11.4. Inductions and new starters**

- 11.4.1. The Employer will notify a person nominated by UWU of any new starters within 7 days of their commencement. Where possible, the Employer will notify UWU prior to the new starter's commencement. This notification will include their full name, shift and work location. Employees agree that UWU may contact them using this information.
- 11.4.2. A representative of UWU will be provided with 10 minutes to speak with any new Employees. Where the representative of UWU is an Employee, the Employer will pay the Employee for such time. The Employer will also pay new Employees for such time.
- 11.4.3. Where the Employer holds induction meetings for more than one Employee, the Union will be invited to attend and will be provided with time to speak with workers about the value of Union and invite them to join.
- 11.4.4. For clarification, the person nominated by UWU for the purpose of this clause may be a UWU delegate, a member of UWU or a UWU official. The persons representing UWU for the purposes of clauses 11.3.1 and 11.3.2 for different meetings may be different persons.

#### **11.5. Facilities**

The employer will provide facilities to assist UWU Delegates in carrying out their responsibilities. Such facilities will include access to:

- 11.5.1. internet and computer access the Sydney Domestic Terminal and Sydney International Terminal;
- 11.5.2. meeting rooms in order to conduct meetings with a worker, where possible
- 11.5.3. a notice board at the Sydney Domestic Terminal (T2 and T3) and Sydney International Terminal (T1).

#### **11.6. Education and Trade Union Training**

- 11.6.1. The Employer will provide up to 5 days' paid training time per Uwu Delegate each calendar year (not cumulative) to attend courses conducted by Uwu or another training provider (nominated by Uwu) with the intention of providing skills and competencies that will assist the Uwu Delegate perform their responsibilities. Such leave will also be available for delegates to attend the Union Delegate Convention (however named), Uwu's Branch Council or Branch Executive.
- 11.6.2. Unless otherwise agreed between the Employer and the Union, a minimum of 7 days' notice must be given to the Employer.
- 11.6.3. All applications for leave must be made in writing detailing:
  - 11.6.3.1. the name of the Employee seeking leave;
  - 11.6.3.2. period of time for which leave is sought;
  - 11.6.3.3. title and description; and
  - 11.6.3.4. the place or places where the said course will be held.
- 11.6.4. Leave of Absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- 11.6.5. Any days or hours taken for such training will be paid at the Employee's ordinary rate of pay.
- 11.6.6. All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.
- 11.6.7. An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.

#### **11.7. Enterprise Bargaining Negotiations**

- 11.7.1. The Employer respects the right of Uwu Delegates to be involved in negotiations for new collective agreements. Therefore, the Employer and Uwu will, prior to negotiations for a replacement agreement commencing, agree:
  - 11.7.1.1. upon the dates, times and venue for negotiations; and

- 11.7.1.2. the number of UWU Delegates who will attend and from what geographical areas.
- 11.7.2. The Employer will ensure that UWU Delegates are given adequate time to participate in teleconferences with UWU officials, for the purposes of being updated on negotiations, and then adequate time to report back to workers at their site.
- 11.7.3. Either prior to or at commencement of bargaining, the Employer will provide to UWU the following information:
  - 11.7.3.1. The number of Employees to be covered by the proposed enterprise agreement;
  - 11.7.3.2. The location(s) of Employees to be covered by the proposed enterprise agreement, including the number at each worksite;
  - 11.7.3.3. The number of Employees employed on a casual, part-time and full-time basis and the FTE equivalent (including identification of what worksite).

## **12. Requests for flexible working arrangements**

### **12.1. Employee may request change in working arrangements**

Clause 12 applies where an Employee has made a request for a change in working arrangements under section 65 of the Act.

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 12.1 supplements or deals with matters incidental to the NES provisions.

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

NOTE 3: Clause 12 is an addition to section 65.

### **12.2. Responding to the request**

Before responding to a request made under section 65, the Employer 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:

- 12.2.1. the needs of the Employee arising from their circumstances;
- 12.2.2. the consequences for the Employee if changes in working arrangements are not made; and
- 12.2.3. any reasonable business grounds for refusing the request.

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

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

**12.3. What the written response must include if the Employer refuses the request**

12.3.1. Clause 12.3 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 12.2.

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

12.3.3. If the Employer and Employee could not agree on a change in working arrangements under clause 12, then the written response under section 65(4) must:

12.3.3.1. state whether or not there are any changes in working arrangements that the Employer can offer the employee so as to better accommodate the Employee's circumstances; and

12.3.3.2. if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

**12.4. What the written response must include if a different change in working arrangements is agreed**

If the Employer and the Employee reached an agreement under clause 12.2 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**12.5. Dispute resolution**

Disputes about whether the Employer has discussed the request with the Employee and has responded to the request in the way required by the Act can be dealt with under the dispute resolution procedure.

## **PART B Types of Employment**

### **13. Types of Employment**

**13.1.** Employees under this Agreement will be employed in one of the following categories:

13.1.1. full-time;

13.1.2. part-time; or

13.1.3. casual.

### **13.2. Letters of engagement**

13.2.1. At the time of engagement, the Employer will provide each Employee with a letter of engagement, including the following information:

13.2.1.1. that their terms and conditions are covered by this Agreement;

13.2.1.2. their employment category, rate of pay, classification and working hours; and

13.2.1.3. Reference to other relevant employment arrangements or policies.

13.2.2. The Employer will not engage an Employee on a fixed term contract or a term contract unless the employee is genuinely backfilling for another Employee on leave (including long service leave, maternity leave, workers compensation leave or unpaid leave).

### **13.3. Full-time Employees**

13.3.1. A full-time Employee is an ongoing Employee who is engaged to work an average of 38 ordinary hours of work. Such hours of work may be arranged in accordance with a roster, pursuant to clause 16.3.

### **13.4. Part-time Employees**

13.4.1. A part-time Employee is a person who is engaged to work fewer than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

### **13.5. Agreement regarding pattern of work**

13.5.1. At the time of engaging a part-time Employee, the Employer and the Employee must agree in writing to a regular pattern of work.

13.5.2. Such agreement must specify all of the following:

13.5.2.1. The number of ordinary hours to be worked each week; and

13.5.2.2. The number of hours to be worked each day; and

13.5.2.3. The days of the week on which the Employee will work; and

13.5.2.4. The times at which the Employee will start and finish work each day.

13.5.3. Where this Agreement comes into effect and a written agreement about the pattern of work does not already exist between the Employer and the Employee:

13.5.3.1. The Employer will provide the Employee with a letter containing the above required information, reflecting the part-time Employee's current work arrangements (unless otherwise agreed between the Employee and the Employer);

13.5.3.2. Such letter will be provided within 7 days from the commencement of this Agreement;

13.5.3.3. Any variation agreed by the Employer and the Employee to the number of hours to be worked must be in writing; and

13.5.3.4. Any agreement and/or variation agreed between the Employer and the Employee must be kept as a time and wages record.

### **13.6. Part-time loading**

13.6.1. As provided in the Award the Employer must pay a part-time Employee for each ordinary hour worked an allowance of 15% in addition to the minimum hourly rate specified in clause 18.1 (as increased in accordance with this Agreement).

13.6.2. The Part-time allowance is payable so as to allow the employer to roster a part-time employee to work up to 7.6 hours per day, 5 days per week or 38 ordinary hours per week without payment of overtime.

### **13.7. Casual Employees**

13.7.1. An Employee is a casual Employee if they are engaged as a casual Employee.

13.7.2. A casual Employee may only be engaged:

13.7.2.1. to perform work on an intermittent or irregular basis; or

13.7.2.2. to work uncertain hours; or

13.7.2.3. to replace a full-time or a part-time Employee who is rostered off or absent.

### **13.8. Casual loading**

As provided in the Award the Employer must pay a casual Employee a loading of 25% in addition to the minimum hourly rate specified in clause 18.1 (as increased).

### **13.9. Casual conversion to part-time and full-time employment**

Requests for conversion of eligible casual Employees to part-time or full-time employment will occur and be decided in accordance with Part 2-2, Division 4A of the Act.

### **14. Classifications**

The Employer must classify an Employee covered by this Agreement in accordance with Schedule 1 - Classifications.

### **15. Job Security**

**15.1.** The employer is committed to maximising full-time employment where practicable and maximising part-time average weekly hours. The parties recognise that any increase to full-time employment may reduce part-time employment and/or average weekly hours. Where practicable, the employer will increase hours of existing part-time Employees before hiring new Employees.

**15.2.** Casual Employees will comprise no more than 20% of the employer's total workforce covered by this Agreement, except in the case of special events (such as a music festival), or during the period from 1 December to 14 January each year, where an unlimited number of casual Employees may be engaged.

**15.3.** The employer must ensure, when it is contracting any labour hire agency to supply employees to perform **relevant work**, that the labour hire agency pays its employees no less than the rates of pay and allowances prescribed in this Agreement.

**15.4.** The employer must ensure that when it is sub-contracting out **relevant work** to other employers (other than specialist contractors such as high window cleaners etc.), that the other employers pay its employees no less than the rates of pay and allowances prescribed in this Agreement.

**15.5.** For the purpose of clause 15:

**"relevant work"** is work that if performed by employees directly employed by the employer would be covered by this Agreement.

## **PART C Hours of Work**

### **16. Ordinary hours of work**

- 16.1.** Ordinary hours may be worked on any day of the week.
- 16.2.** Ordinary hours for a full-time Employee will be 38 ordinary hours per week, unless clause 16.3 applies.
- 16.3.** If the Employer chooses to implement a roster, the average of 38 ordinary hours per week required for full-time employment may be worked in any of the following ways:
- 16.3.1. working 5 days of 7.6 hours each per week; or
  - 16.3.2. working 152 hours per 4 week cycle in workplaces at which Employees work on a rostered day off basis in accordance with clause 16.4; or
  - 16.3.3. working 19 days of 8 hours each per month; or
  - 16.3.4. working up to 10 hours on any day or days by agreement between the Employer and the majority of Employees concerned (therefore enabling a weekday to be taken off more frequently than would otherwise apply).
- 16.4.** An Employee who works on a rostered day off basis over a 4 week cycle is entitled to up to 12 rostered days off over each 12 month period.
- 16.5.** Except in an emergency and subject to clause 39, an arrangement agreed by the Employer and Employee under clause 16.3 may only be changed on giving a minimum of one week's notice.
- 16.6.** An arrangement agreed under clause 16.3 and in operation cannot be changed within the course of a roster cycle.
- 16.7.** Ordinary hours for a part-time Employee will be the lessor of 38 ordinary hours per week and the amount of hours specified in an agreement pursuant to 13.5 (Agreement regarding pattern of work).
- 16.8.** Ordinary hours for a casual Employee will be not more than 38 ordinary hour per week.
- 16.9.** Part-time and casual Employees may work their ordinary hours by working periods of duty up to 7.6 ordinary hours per day on up to 5 days per week.
- 16.10. Rostering**
- 16.10.1. The following rostering provisions apply to full-time, part-time Employees and regular casuals.
  - 16.10.2. The Employer must prepare a roster showing for each Employee their name and the times at which they start and finish work.



16.10.3. The Employer must post the roster in a conspicuous place that is easily accessible by the Employees.

16.10.4. The allocation of an Employee to a shift on the regular roster may be changed at any time by the Employer and Employee by mutual agreement or, subject to clause 39 by the Employer giving the Employee 7 days' notice of the change or shorter notice in the case of an emergency.

16.10.5. A change of roster must be recorded in the Employee's time and wages records.

### **16.11. Days off per week**

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

### **16.12. Shift duration**

16.12.1. The minimum number of ordinary hours that an Employee may be rostered to work on a shift is:

16.12.1.1. for a part-time Employee, 4 consecutive hours; and

16.12.1.2. for a casual Employee, 4 consecutive hours.

16.12.2. Subject to the Employee only leaving work before the minimum scheduled hours at the approval or direction of the Employer, an Employee must be paid for the minimum number of ordinary hours under clause 16.12.1 (minimum hours) or 16.13.2 (broken shifts), even if the Employee works for a shorter time. Such payment will be paid at the applicable shift rate paid immediately prior to the end of the Employee's shift which did not meet the minimum number of hours and will be treated as time worked for the purpose of leave.

### **16.13. Broken shifts**

16.13.1. Despite sub-clause 16.3.1, an Employee may be rostered to work ordinary hours in broken shifts, that is, in up to 2 periods of duty, exclusive of rest breaks.

16.13.2. An Employee who works broken shifts is entitled to be paid for at least 3 hours for each period of duty on a broken shift even if the Employee works for a shorter time.

16.13.3. An Employee who works broken shifts will be paid (in addition to any applicable hourly, penalty or overtime rate) the broken shift allowance specified in clause 20.2.

## **17. Breaks**

### **17.1. Shiftworkers**

#### **17.1.1. Paid meal break**

An Employee who works a shift that attracts a shift penalty under clause 24 is entitled to a paid meal break per shift of not less than 20 minutes. The meal break

must be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.

**17.1.2. Paid rest break**

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

17.1.3. A paid meal break and paid rest break provided for in clause 17.1.2 counts as time worked for the Employee.

**17.2. Non-shiftworkers**

17.2.1. Clause 17.2 applies to Employees who are not entitled to a paid meal break under clause 17.1.1.

**17.2.2. Unpaid meal breaks**

17.2.2.1. An Employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour and cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.

17.2.2.2. An unpaid meal break provided in clause 17.2.2 does not count as time worked for the Employee.

**17.2.3. Paid rest breaks**

17.2.3.1. An Employee is entitled to a 10 minute paid morning rest break and a 10 minute paid afternoon rest break.

17.2.3.2. A paid morning or afternoon rest break provided for in clause 17.2.3 counts as time worked for the Employee.

**17.3. Interruptions and overtime meal breaks—all Employees**

17.3.1. If the Employee is interrupted during a meal break and directed to work, the Employer must pay the Employee at the overtime rate mentioned in clause 23.3—Overtime rates until the Employee is allowed to resume the meal break.

17.3.2. An Employee working overtime is entitled to a paid 20 minute meal break after each 4 hours of overtime worked.

**17.4. Breaks between shifts**

17.4.1. An Employee must have a minimum break of 8 consecutive hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).

- 17.4.2. The Employer must pay an Employee who is required by the Employer to start work without having had at least 8 consecutive hours off duty at the overtime rate mentioned in clause 23.3—Overtime rates until the Employee is released from duty for at least 8 consecutive hours.
- 17.4.3. The Employee must not suffer any loss of pay for ordinary working time hours not worked during the period of a release from duty mentioned in clause 17.4.2.

## PART D Wages and Allowances

### 18. Minimum rates

18.1. From 1 December 2023 the rates of pay under this Agreement will increase by 3.5%. This means that the Employer must pay an Employee the rate applicable to the Employee's classification in the table below for ordinary hours of work:

	Minimum Weekly Rate	FT Minimum Hourly rate	PT Minimum Hourly rate Loading 15%	Casual Minimum Hourly rate Loading 25%
Level 1	\$ 946.67	\$ 24.91	\$ 28.65	\$ 31.14
Level 2	\$ 978.14	\$ 25.74	\$ 29.60	\$ 32.17
Level 3	\$ 1,029.66	\$ 27.09	\$ 31.16	\$ 33.86

### 18.2. Wage and Allowance increases

18.2.1. The rates of pay contained in 18.1 will be increased as follows:

- 18.2.1.1. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2024 Annual Wage Review (or its successor) results in rates of pay higher than provided for by clause 18.1, the rates of pay under the Award will apply from the first full pay period after 1 July 2024. From 1 December 2024, the rates of pay will increase to be 3.5% above the rates of pay provided by the Award as at that date;
- 18.2.1.2. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2024 Annual Wage Review (or its successor) results in rates of pay lower than provided for by clause 18.1, the rates of pay under this Agreement will continue to apply and will be increased on 1 December 2024 so that they are 3.5% above the rates of pay provided by the Award as at that date.
- 18.2.1.3. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2025 Annual Wage Review (or its successor) results in rates of pay higher than provided for by clauses 18.2.1.1 or 18.2.1.2, the rates of pay under the Award will apply from the first full pay period after 1 July 2025. From 1 December 2025, the rates of pay will increase to be 3.5% above the rates of pay provided by the Award as at that date;
- 18.2.1.4. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2025 Annual Wage Review (or its successor) results in rates of pay lower than provided for by clauses 18.2.1.1 or 18.2.1.2, the rates of pay under this Agreement will continue to apply and will be increased on 1 December 2025 so that

they are 3.5% above the rates of pay provided by the Award as at that date.

18.2.1.5. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2026 Annual Wage Review (or its successor) results in rates of pay higher than provided for by clauses 18.2.1.3 or 18.2.1.4, the rates of pay under the Award will apply from the first full pay period after 1 July 2026. From 1 December 2026, the rates of pay will increase to be 3.5% above the rates of pay provided by the Award as at that date;

18.2.1.6. If the increase in Award minimum wages ordered by the Fair Work Commission as a result of the 2026 Annual Wage Review (or its successor) results in rates of pay lower than provided for by clauses 18.2.1.3 or 18.2.1.4, the rates of pay under this Agreement will continue to apply and will be increased on 1 December 2026 so that they are 3.5% above the rates of pay provided by the Award as at that date.

18.2.2. The allowances contained in clause 20 will unless otherwise specified in Cl. 20 be increased in line with the percentage increases to allowances under the Award with effect from the same date that increases to allowances under the Award take effect.

### **18.3. Higher duties**

18.3.1. The Employer must pay an Employee who performs for 4 or more hours on any particular day duties of a classification higher than the Employee's ordinary classification the minimum hourly rate specified in clause 18.1 for that higher classification for the whole of that day.

18.3.2. The Employer must pay an Employee who performs for less than 4 hours on any particular day duties of a classification higher than the Employee's ordinary classification the minimum hourly rate specified in clause 18.1 for that higher classification for the time during which those duties were performed.

## **19. Payment of Wages**

**19.1.** Payment of wages will be made by Electronic Funds Transfer on the same day, at least fortnightly. The Employer may alter the day for payment in the pay week by giving Employees at least 28 days' notice. Where wages are due to be paid on a day that is a public holiday, payment will be made on the next normal business day.

**19.2.** An Employee whose employment has been terminated will receive their final pay no later than the next normal pay day following their termination.

**19.3.** Pay slips will be provided in compliance with the Act and the Fair Work Regulations 2009 (Cth) and will include an Employee's accrual of paid personal/carers leave.

## 20. Allowances and Costs of Being at Work

20.1. Clause 20 gives Employees an entitlement to monetary allowances of specified kinds in specified circumstances.

20.1A The Employer will cover the cost of employees being in the workplace in relation to parking. This will be done on either a reimbursement basis or through Sydney Airport making facilities available.

### 20.2. SAC Cleaning Allowance

20.3.1 Employees who perform work on a full-time basis within the Sydney Airport Precinct, will be paid an additional flat allowance of \$60.00 per week. Employees other than full-time will be paid \$1.579 per hour or part of an hour. This allowance will increase on 1 July 2025 and again on 1 July 2026 by the amount of the Sydney CPI for the previous quarter.

20.3.2 The allowance will apply to work performed in such areas, but not limited to, airport terminals, train stations, retail centres, and commercial areas.

### 20.3. Broken shift allowance

20.3.1. For the purposes of this award an Employee works a **broken shift** if the Employee is required to work a rostered shift on any day in 2 periods of duty (excluding meal breaks and rest breaks) within a maximum spread of 13 hours and with a break between them of longer than one hour.

20.3.2. The Employer of an Employee who works a broken shift must pay the Employee a broken shift allowance of **\$4.19** for the day.

20.3.3. The maximum allowance payable under clause 20.2 is **\$20.95** per week.

### 20.4. Cold work allowance

20.4.1. 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 **\$0.61** per hour while so working.

20.4.2. An Employee who continues to work for more than 2 hours in a place or places mentioned in clause 20.4.1 is entitled to a 20 minute rest period every 2 hours without loss of pay.

### 20.5. Hot work allowance

20.5.1. 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 **\$0.61** per hour while so working.

20.5.2. 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 in excess of 54°C an allowance of **\$0.74** per hour while so working.

20.5.3. An Employee who continues to work for more than 2 hours in a place or places mentioned in clause 20.5.2 is entitled to a 20 minute rest period every 2 hours without loss of pay.

## 20.6. Height allowance

20.6.1. Clause 20.66 applies to an Employee who is engaged in cleaning from a swing scaffold, boatswain's chair or other similar device on the outside of multi-storied buildings.

20.6.2. The Employer must pay the Employee an allowance per hour or part of an hour of:

20.6.2.1. **\$0.99** while working up to and including the 22nd floor above ground level; and

20.6.2.2. **\$2.02** while working above the 22nd floor above ground level.

## 20.7. First aid allowance

20.7.1. Clause 20.77 applies to an Employee who:

20.7.1.1. has current first aid qualifications and training such as a certificate from St John Ambulance Australia or a similar body; and

20.7.1.2. is appointed in writing by the Employer to perform first aid duty.

20.7.2. The Employer must pay the Employee an allowance of **\$15.00** per week.

## 20.8. Leading hand allowance

20.8.1. Clause 20.88 applies to an Employee who is placed in charge of other Employees.

20.8.2. The Employer must pay the Employee an allowance per week of the amount specified in column 2 of **Table 1—Leading hand allowance** depending on the number of other Employees of which the Employee is in charge as specified in column 1 of that table.

**Table 1—Leading hand allowance**

Column 1 Number of Employees in charge of	Column 2 Allowance per week
	\$
Up to 10	54.88
11–20	70.61

More than 20	86.35
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## 20.9. Refuse collection allowance

20.9.1. Clause 20.99 applies to an Employee who is employed for the major portion of their time on any shift to:

20.9.1.1. collect, dispose of or sort refuse; or

20.9.1.2. feed an incinerator, furnace or compactor.

20.9.2. The Employer must pay the Employee a refuse collection allowance of **\$4.17** per shift.

## 20.10. Toilet cleaning allowance

The Employer of an Employee who is employed for the major portion of any day or shift to clean toilets must pay the Employee a toilet cleaning allowance of **\$3.28** per shift or **\$16.15** per week.

## 20.11. Meal allowance

20.11.1. Clause 20.111 applies to any Employee who:

20.11.1.1. is required to work an additional 2 hours or more; and

20.11.1.2. was not advised of that requirement on or before the previous day.

20.11.2. The Employer must:

20.11.2.1. pay the Employee a meal allowance of **\$15.40**; or

20.11.2.2. supply the Employee with a meal.

## 20.12. 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:

20.12.1. for a motor car, **\$0.96** cents per kilometre; and

20.12.2. for a motorcycle, **\$0.32** cents per kilometre.

## 20.13. Travel time and travel allowance

20.13.1. Clause 20.13 applies to an Employee who is required by the Employer to travel from one workplace to another.



20.13.2. 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.

20.13.3. The Employer is responsible for, and must pay, all fares associated with travelling between workplaces.

## **21. Superannuation**

### **21.1. Superannuation legislation**

21.1.1. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees.

21.1.2. The rights and obligations in these Clauses supplement those in superannuation legislation.

### **21.2. Employer contributions**

The 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.

### **21.3. Voluntary Employee contributions**

21.3.1. 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.

21.3.2. 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.

21.3.3. The Employer must pay the amount authorised under clause 21.3 no later than 28 days after the end of the month in which the deduction authorised under the clause was made.

### **21.4. Superannuation fund**

21.4.1. The Employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clause 21.3 to one of the following superannuation funds or its successor:

21.4.1.1. AustralianSuper; or

21.4.1.2. Labour Union Co-operative Union Retirement Fund (LUCRF); or

21.4.1.3. a superannuation fund or scheme nominated by the Employee, which the Employee is a defined benefit member of.

21.4.2. If an Employee does not choose a superannuation fund, Australian Super will be the default fund.

## **21.5. Absence from work**

21.5.1. Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clauses 21.2 and 21.3 and pay the amount authorised:

21.5.1.1. **Paid leave**—while the Employee is on any paid leave;

21.5.1.2. **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:

- (a) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and
- (b) the Employee remains employed by the Employer.

## **22. Income Protection**

**22.1.** Commencing from the date this Agreement is approved by the FWC, the Employer agrees to provide income protection insurance for all Employees covered by this Agreement.

**22.2.** The obligation on the employer in providing the income protection insurance is as follows:

22.2.1. Contribute the percentage specified in Cl. 22.3.1 and 22.3.2 below of the gross weekly payroll per employee towards providing income protection and Top Up Insurance Cover;

22.2.2. Pay stamp duty as required.

**22.3.** The contribution amounts at Clause 22.2.1 are as follows:

22.3.1. 1.0% effective from 1 December 2023;

22.3.2. 1.5% effective from 1 December 2024.

## **PART E Overtime and Penalty Rates**

### **23. Overtime**

#### **23.1. Reasonable overtime**

23.1.1. Subject to section 62 of the Act and clause 23, an Employer may require an Employee to work reasonable overtime hours at overtime rates.

23.1.2. An Employee may refuse to work overtime hours if they are unreasonable.

23.1.3. In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 23.1.2 the following must be taken into account:

23.1.3.1. any risk to Employee health and safety from working the additional hours;

23.1.3.2. the Employee's personal circumstances, including family responsibilities;

23.1.3.3. the needs of the workplace or enterprise in which the Employee is employed;

23.1.3.4. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

23.1.3.5. any notice given by the Employer of any request or requirement to work the additional hours;

23.1.3.6. any notice given by the Employee of their intention to refuse to work the additional hours;

23.1.3.7. the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

23.1.3.8. the nature of the Employee's role, and the Employee's level of responsibility;

23.1.3.9. whether the additional hours are in accordance with averaging terms of clause 16—Ordinary hours of work inserted pursuant to section 63 of the Act, that applies to the employee; and

23.1.3.10. any other relevant matter.

#### **23.2. Payment of overtime**

23.2.1. An Employer must pay a full-time Employee at the overtime rate for any time worked in excess of their ordinary hours.

23.2.2. All time worked in excess of 7.6 hours per day, five days per week or 38 hours in any week by a part-time Employee or casual Employee is overtime

### 23.3. Overtime rates

23.3.1. The Employer will pay the following overtime rates to Employees:

23.3.1.1. for a full-time or part-time Employee, the relevant percentage specified in column 2 of **Table 2—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the Employee under clause 18 calculated on the applicable minimum rate, not including loading; or

23.3.1.2. for a casual Employee, the relevant percentage specified in column 3 of **Table 2—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the Employee under clause 18, calculated on the applicable minimum rate, not including loading.

**Table 2—Overtime rates**

Column 1 Overtime worked on	Column 2 Overtime rate % of minimum hourly rate	Column 3 Overtime rate % of minimum hourly rate
	Full-time and part-time Employees	Casual Employees
Monday to Saturday—first 2 hours	150	175
Monday to Saturday—after 2 hours	200	225
Sunday all day	200	225
Public holiday all day	250	275

23.3.2. In calculating overtime payments, overtime worked on any day stands alone from overtime worked on any other day.

### 23.4. Call back

23.4.1. Clause 23.4 applies to an Employee who, following the completion of their ordinary hours, is recalled to work overtime at any workplace of the Employer after leaving the Employer’s premises.

23.4.2. The Employer must pay the Employee for a minimum of 2 hours at the overtime rate even if the Employee is required by the Employer to work for a shorter time.

23.4.3. The interval between completing ordinary hours and beginning overtime does not count as time worked.

**23.5. Call back for non-cleaning purposes**

23.5.1. Clause 23.5 applies to an Employee who is required by the Employer to return to work after completing their ordinary hours to perform administrative duties or for the purposes of a disciplinary or counselling interview.

23.5.2. Clause 23.5 applies:

23.5.2.1. whether the Employee is required to attend at the Employer’s premises or at the premises of a client of the Employer; and

23.5.2.2. irrespective of whether the Employee is notified of the requirement before or after leaving the workplace.

23.5.3. The Employer must pay the Employee at the rate of pay and for the minimum number of hours as shown in the following table:

**Table 3—Rates and hours of pay when Employee called back for administrative duties or for a disciplinary or counselling interview**

Column 1 Day on which the Employee’s attendance is required	Column 2 Rate of pay	Column 3 Minimum number of hours paid for
Monday to Friday	Appropriate rate for ordinary hours or applicable penalty rate	2 hours
Saturday	Appropriate Saturday rate	3 hours
Sunday	Appropriate Sunday rate	4 hours

23.5.4. Clause 23.5 does not apply if:

23.5.6.1. a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time or overtime; or

23.5.6.2. the attendance is for the purposes of completing any form of paid training.

**24. Penalty Rates**

**24.1.** Clause 24 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 23.3—Overtime rates.

**24.2.** An Employer must pay an Employee as follows for hours worked by the Employee during a period, or on a day, specified in column 1 of **Table 4—Penalty rates**:

24.2.1. for a full-time Employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the Employee; or

- 24.2.2. for a part-time Employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the Employee; or
- 24.2.3. for a casual Employee, at the percentage specified in column 4 of that Table of the minimum hourly rate of the Employee.

**Table 4—Penalty rates**

<b>Column 1 Period or day</b>	<b>Column 2 Full-time Employees</b>	<b>Column 3 Part-time Employees</b>	<b>Column 4 Casual Employees</b>
	<b>% of minimum hourly rate</b>	<b>% of minimum hourly rate (inclusive of part- time allowance)</b>	<b>% of minimum hourly rate (inclusive of casual loading)</b>
Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime)
Any shift that finishes after midnight but no later than 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	130% for all hours worked	130% for all hours worked	155% for all hours worked
All hours from midnight Friday to midnight Saturday	150%	165%	175%
All hours from midnight Saturday to midnight Sunday	200%	215%	225%
All hours on a public holiday	250%	265%	275%

## **PART F Other Entitlements and Matters**

### **25. Uniforms and Equipment**

#### **25.1. Uniforms**

If the Employer requires an Employee to wear a uniform, the Employer must supply the Employee with the uniform (including purchasing a replacement uniform reasonably required by the employee) or reimburse the Employee for the cost of purchasing it.

### **26. Access to amenities**

Unless the engagement at a post/site is in an emergency or for a limited duration the Employer will ensure each Employee has access to toilet facilities and drinking water.

### **27. Workplace Health and Safety**

#### **27.1. Commitment**

27.1.1. The parties to this agreement are committed to a safe and healthy work environment.

27.1.2. To this end the parties commit to the principles outlined in their respective state Workplace Health and Safety legislation and will manage risk by elimination, substitution, separation, redesign, administration and personal protective equipment where appropriate.

#### **27.2. Health and Safety Representatives**

27.2.1. The parties to this agreement recognise the important role that Workplace Health and Safety Officers and Workplace Health and Safety Representatives play in risk management.

27.2.2. Employees will elect workplace health and safety representatives at their places of work in accordance with applicable state legislation.

### **28. Fair workload and Safe Work Practices**

#### **28.1. Commitment of parties**

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

#### **28.2. Duty Schedule**

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

28.2.1. The specific tasks that are to be performed on each individual floor, which could include, but is not limited to, number of toilets, vacuuming, emptying bins, dusting etc.

- 28.2.2. Each employee shall be informed in writing of which floor, floors or part thereof they are allocated to clean.

### **28.3. Safe Toilet Cleaning**

- 28.3.1. Employees will not be required to clean bathrooms (including toilets) of the opposite gender, except in circumstances where the requirements of clause 28.3.2 are strictly followed.

- 28.3.2. This clause sets out the process in which bathrooms (including toilets) may be cleaned by employees of the opposite gender:

28.3.2.1. The bathroom (including toilets) is to be cleared of passengers by someone of the same gender as the bathroom is to be cleaned and temporarily cordoned off to ensure the bathroom cannot be accessed by members of the general public.

28.3.2.2. In cordoning off a bathroom, the relevant employee will ensure appropriate signage and barriers are placed at the entry of the bathroom.

28.3.2.3. For the purposes of this clause, an appropriate barrier includes a plastic scissor barrier or any other barrier agreed to between the employer and the Union. For the avoidance of doubt, the placing of a cleaning trolley in front of the bathroom entry or a retractable pole with a flag will not be considered an appropriate barrier.

28.3.2.4. For the purposes of this clause, appropriate signage is signage which states that the bathrooms is closed for cleaning and informs passengers where the nearest operational bathrooms is.

28.3.2.5. Once the bathroom has been cleared and cordoned off, the bathroom can be cleaned by a member of the opposite gender.

Example:

A male-identifying employee will clear and cordon off a male bathroom.

Once cleared and adequately cordoned off from the public, a female identifying employee may then clean a male bathroom.

Once cleared and adequately cordoned off from the public, a male identifying employees may clean a female bathroom.

A female-identify employee would clear and cordon off a female bathroom.



## PART G Leave and Public Holidays

### 29. Annual Leave

29.1. This clause applies to Employees, other than casual Employees.

#### 29.2. Definition of *shiftworker*

29.2.1. For the purpose of this Clause and the NES, an Employee who:

29.2.1.1. works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week; and

29.2.1.2. is regularly rostered to work on Sundays and public holidays,  
will be considered a shiftworker.

29.3. For each year of service, an Employee is entitled to:

29.3.1. 4 weeks of paid annual leave; or

29.3.2. 5 weeks of paid annual leave, if the Employee is a *shiftworker*.

#### 29.4. Accrual of leave

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

#### 29.5. Employee not taken to be on paid annual leave at certain times

29.5.1. **Public holidays** - If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

29.5.2. **Other periods of leave** - If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment under clause 32 (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

#### 29.6. Time of taking leave

29.6.1. Subject to clauses 29.11 (Excessive annual leave) and 29.12 (Annual/temporary close-down), annual leave may be taken at a time agreed between an Employee and the Employer.

29.6.2. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

## **29.7. Annual Leave in advance**

- 29.7.1. The Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- 29.7.2. An agreement must:
- 29.7.2.1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - 29.7.2.2. be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 29.7.3. The Employer must keep a copy of any agreement regarding annual leave in advance as an Employee record.
- 29.7.4. If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, the Employer may make a corresponding deduction from any money due to the Employee on termination equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued .

## **29.8. Payment for period of leave**

- 29.8.1. If, in accordance with this clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 29.8.2. For the purpose of calculating the amount that the employer is required to pay an Employee for a period of paid annual leave, the Employee's base rate of pay for the Employee's ordinary hours of work in the period must be taken to include any of the following that are payable to the Employee:
- 29.8.2.1. first aid allowance; and
  - 29.8.2.2. leading hand allowance; and
  - 29.8.2.3. a part-time allowance for part-time employees working shiftwork (Monday to Friday) or rostered ordinary hours on a Saturday or Sunday.
- 29.8.3. The Employer must pay an Employee for the Employee's ordinary hours of work in a period of paid annual leave an additional payment that is the greater of the following amounts:
- 29.8.3.1. 17.5% of the employee's minimum hourly rate;
  - 29.8.3.2. the shift, weekend or public holiday penalty rates that the Employee would have received for ordinary hours of work for which the

Employee would have been rostered in the period had the employee not been on leave.

#### **29.9. Proportionate leave on termination**

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

#### **29.10. Cash out of paid annual leave**

29.10.1. The Employer and an Employee may agree to the Employee cashing out an amount of paid annual leave subject to the following terms and conditions:

29.10.1.1. After the cashing out of annual leave the Employee's remaining accrued entitlement to paid annual leave will be not less than 4 weeks.

29.10.1.2. No more than two weeks' annual leave may be cashed out in a 12-month period.

29.10.1.3. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee (and by the Employee's parent or guardian if the Employee is under 18 years of age).

29.10.1.4. The written agreement will state the amount of leave to be cashed out (in hours), the payment to be made to the Employee for the leave and the date by which the payment will be made; and

29.10.1.5. The Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

29.10.2. Any agreement to cash out paid annual leave will be kept as a time and wage record.

#### **29.11. Excessive annual leave**

29.11.1. The Employer may direct an Employee who has an accrued annual leave entitlement of more than 8 weeks (or 10 weeks in the case of a *shiftworker*) to take one or more periods of annual leave, subject to the following terms and conditions:

29.11.1.1. The Employer has first attempted to confer with the Employee and genuinely tried to reach agreement with the Employee on how to reduce or eliminate the excessive leave accrual. As part of these discussions, where an Employee proposes a period of leave in excess of 2 weeks within the next 6 months, the Employer must not unreasonably refused such a request.

- 29.11.1.2. Any direction given by the Employer to take annual leave must be in writing and provide notice of no less than 8 weeks and no more than 12 months of the date the annual leave must be taken.
- 29.11.1.3. The direction must ensure that the Employee's remaining accrued entitlement to paid annual leave is not less than 6 weeks at all times.
- 29.11.1.4. The period of annual leave to be taken must be no less than one week.

#### **29.12. Annual/temporary close-down**

- 29.12.1. The Employer may require an Employee to take annual leave if the Employee works for the Employer in connection with a site operated by a client of the Employer and:
  - 29.12.1.1. the client plans to temporarily close-down, or significantly reduce, all, or part of, its operations at that site (**temporary close-down**); and
  - 29.12.1.2. the temporary close-down is for the purposes of the client's employees taking annual leave.

#### **29.13. Employer to notify Employee**

- 29.13.1. If an Employer requires an Employee to take annual leave under clause 29.12.1, then the Employer must give that Employee one month's notice in writing that they are to take annual leave for the temporary close-down.
- 29.13.2. However, if the Employer engages an Employee during the notice period, then the Employer must give that Employee notice of the temporary close-down in writing when the Employer engages the Employee.

#### **29.14. Length limit: four weeks plus public holidays**

The close-down period under clause 29.12.1 may be for up to a maximum of 4 weeks, plus public holidays.

#### **29.15. Public holidays during a temporary close-down**

- 29.15.1. If the close-down period includes any public holiday, then:
  - 29.15.1.1. that public holiday does not count as a day of annual leave, or of leave without pay; and
  - 29.15.1.2. the Employer is to pay the Employee for that day in the way this Award requires.

#### **29.16. Paid leave and leave without pay**

- 29.16.1. If an Employee is to take annual leave due to a temporary close-down under clause 29.12.1, then:

- 29.16.1.1. if the Employee has enough annual leave to cover the full close-down period, then they must take paid annual leave for the full close-down period; or
- 29.16.1.2. if the Employee has some annual leave but not enough to cover the full close-down period, then they must first take all of the paid annual leave they have and then take leave without pay for the rest of the close-down period — also see clause 29.17; or
- 29.16.1.3. if the Employee has no annual leave, then they must take leave without pay for the full close-down period — also see clause 29.17.

### **29.17. Alternative to leave without pay**

If it is practicable for the Employer to arrange work at another site for an Employee who would otherwise be on leave without pay under clause 29.16.1.2 or 29.16.1.3, then the Employer must arrange that work.

## **30. Personal/carer's leave**

**30.1.** Employees are entitled to personal/carer's leave in accordance with this clause where:

- 30.1.1. An Employee is unable to attend or remain at the place of employment by reason of illness (to be called personal leave); or
- 30.1.2. An Employee is ill while on annual leave and the illness is such as would, if the Employee were not on annual leave, have rendered the Employee unable to attend at the place of employment (to be called personal leave); or
- 30.1.3. An Employee is unable to attend or remain at the place of employment because they are required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care and support because of a personal illness or injury, or because of an unexpected emergency (to be called carer's leave).

### **30.2. Entitlement to paid personal/carer's leave**

- 30.2.1. For each year of service with the Employer, an Employee, other than a casual Employee, is entitled to ten days of paid personal/carer's leave per annum.
- 30.2.2. In this clause a day means a day on which an Employee would have normally worked for the ordinary hours that the Employee would have worked.
- 30.2.3. An Employee's entitlement to paid personal/carer's leave accrues progressively according to the Employee's ordinary hours of work, and accumulates from year to year.

30.2.4. If in accordance with this clause an Employee takes a period of paid personal/carer's leave, the Employer will pay the Employee at the Employee's base rate of pay for those ordinary hours for each day the Employee is rostered or would have been rostered to work in the period.

30.2.5. An Employee is not entitled to paid personal leave, nor will their paid personal leave entitlements be reduced, if an Employee is sick, injured or has caring responsibilities on the day upon which they are scheduled to take accrued time off/rostered day off.

30.2.6. An Employee is not entitled to paid personal leave, nor will their paid personal leave entitlements be reduced, if the Employee is absent from work due to an illness or injury for which workers compensation income payments are payable (however described).

### **30.3. Illness whilst on annual leave**

Where an Employee suffers an illness whilst on annual leave of the kind described in clause 30.1.2, the Employee will, within three days of resuming work after taking such annual leave, deliver to the Employer a medical certificate certifying that (for a period of not less than two consecutive days) the Employee would have been unable to attend or remain at their place of employment if the Employee had been required to do so. Such a period will not be considered annual leave and will be paid as personal leave.

### **30.4. Notice and evidence requirements**

30.4.1. An Employee must give the Employer notice of the intended taking of leave under this Clause. The notice must be given to the Employer at least four (4) hours prior to the commencement of the Employee's shift, or as soon as practicable (which, in exceptional circumstances, may be a time after the leave has started), and the Employee must advise the Employer of the period, or expected period, of the leave.

30.4.2. An Employee who has given the Employer notice of the taking of leave under this Clause must produce a medical certificate or other evidence that would satisfy a reasonable person for any absence greater than 2 consecutive days. The Employer may also require an Employee to produce a medical certificate or evidence that would satisfy a reasonable person for any single day absence where the Employee has had at least 3 single day absences in the current calendar year, or where the absence is immediately before or after a non-working day, or where an Employee is subject to disciplinary action in relation to absenteeism.

30.4.3. Failure to provide a medical certificate or evidence that would satisfy a reasonable person, where required by this clause, may result in non-payment of personal/carer's leave and may be considered an unauthorised absence.

### **30.5. Entitlement to unpaid carer's leave**

An Employee who does not have an entitlement to paid carer's leave is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) specified in clause 30.1.3.

### **30.6. Taking unpaid carer's leave**

- 30.6.1. An Employee may take unpaid carer's leave if the leave is taken to provide care or support as referred to in clause 30.1.3.
- 30.6.2. An Employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to 2 days; or any separate periods to which the Employee and the Employer agree.
- 30.6.3. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
- 30.6.4. The notice and evidence requirements of clause 30.4 must be complied with.

## **31. Compassionate leave**

### **31.1. Entitlement to compassionate leave**

An Employee is entitled to 2 days compassionate leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:

- 31.1.1. contracts or develops a personal illness that poses a serious threat to the person's life; or
- 31.1.2. sustains a personal injury that poses a serious threat to the person's life; or
- 31.1.3. dies.

### **31.2. Taking of compassionate leave**

- 31.2.1. An Employee may take compassionate leave if the leave is taken on any of the following *permissible occasions*:
  - 31.2.1.1. to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in this clause; or
  - 31.2.1.2. after the death of the member of the Employee's Immediate Family or household referred to in this clause.
- 31.2.2. An Employee may take compassionate leave for a particular permissible occasion as:
  - 31.2.2.1. a single continuous 2 day period; or
  - 31.2.2.2. 2 separate periods of one day each, or
  - 31.2.2.3. any other arrangement agreed with the Employer.
- 31.2.3. If the leave is taken upon the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **31.3. Payment for compassionate leave**

An Employee, other than a casual Employee, who takes leave in accordance with this clause will be paid at the Employees *base rate of pay* for those ordinary hours for each day the Employee is rostered or would have been rostered to work in the period of up to two days. For casual Employees, compassionate leave is unpaid leave.

### **31.4. Notice and evidence requirements**

31.4.1. An Employee must give the Employer notice of the need to take leave under this clause. The notice must be given to the Employer as soon as practicable (which, in exceptional circumstances, may be a time after the leave has started), and the Employee must advise the Employer of the period, or expected period, of the leave.

31.4.2. Where requested, an Employee an Employee must provide the Employer with evidence of the need to take leave in accordance with this clause. Such evidence may include a statutory declaration or other form of evidence that would satisfy an ordinary person.

31.4.3. Failure to provide the required notice or the evidence as required by this clause may result in non-payment or denial of compassionate leave.

## **32. Community service leave**

Community service leave is provided for in the NES.

## **33. Family and domestic violence leave**

Paid Family and Domestic Violence Leave up to a maximum of ten (10) days per annum (non-cumulative) is provided for in the NES.

## **34. Pandemic leave (COVID-19)**

**34.1.** An Employee is entitled to COVID-19 Pandemic leave in accordance with the relevant Award (as varied from time to time).

**34.2.** Where any Award provision related to Pandemic leave references paid or unpaid leave under the Award and the NES, such reference is to be read as though the clause references leave in accordance with this Agreement and the NES.

## **35. Public holidays**

**35.1.** Public holiday means the days gazetted as Public Holidays by the government of the State of New South Wales and includes:

35.1.1. The following days:

35.1.1.1. 1 January (New Year's Day);

35.1.1.2. 26 January (Australia Day);



- 35.1.1.3. Good Friday;
- 35.1.1.4. Easter Monday;
- 35.1.1.5. 25 April (Anzac Day):
- 35.1.1.6. the King's birthday;
- 35.1.1.7. 25 December (Christmas Day);
- 35.1.1.8. 26 December (Boxing Day);

35.1.2. any other day, or part-day, declared or prescribed by or under a law of the Commonwealth or under a law of New South Wales as a public holiday.

### **35.2. Entitlement to be absent from employment on public holiday**

35.2.1. (1) An [employee](#) is entitled to be absent from his or her employment on a day or part-day that is a [public holiday](#) in the place where the [employee](#) is based for work purposes.

### **35.3. Reasonable requests to work on [public holidays](#)**

35.3.1. However, an [employer](#) may request an [employee](#) to work on a [public holiday](#) if the request is reasonable.

35.3.2. If an employer requests an employee to work on a public holiday, the employee may refuse the request if:

- 35.3.2.1. the request is not reasonable; or
- 35.3.2.2. the refusal is reasonable.

35.3.3. In determining whether a request, or a refusal of a request, to work on a [public holiday](#) is reasonable, the following must be taken into account:

- 35.3.3.1. the nature of the [employer's](#) workplace or [enterprise](#) (including its operational requirements), and the nature of the work performed by the [employee](#);
- 35.3.3.2. the [employee's](#) personal circumstances, including family responsibilities;
- 35.3.3.3. whether the [employee](#) could reasonably expect that the [employer](#) might request work on the [public holiday](#);
- 35.3.3.4. whether the [employee](#) is entitled to receive overtime payments, [penalty](#) rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the [public holiday](#);

- 35.3.3.5. the type of employment of the [employee](#) (for example, whether full-time, part-time, casual or shiftwork);
- 35.3.3.6. the amount of notice in advance of the [public holiday](#) given by the [employer](#) when making the request;
- 35.3.3.7. in relation to the refusal of a request--the amount of notice in advance of the [public holiday](#) given by the [employee](#) when refusing the request;
- 35.3.3.8. any other relevant matter.

#### **35.4. Payment for absence on public holiday**

- 35.4.1. If an Employee, other than a casual Employee, is absent from work on a day or part-day that is a public holiday and that day would normally have been a day on which the Employee worked ordinary time, the Employee will be entitled to be paid for their absence.
- 35.4.2. An Employee who is entitled to be paid pursuant to clause 35.4.1, will be paid at their base rate of pay for the ordinary hours that the Employee would have worked during that day or part day.

#### **35.5. Substitution of public holidays by agreement**

- 35.5.1. The Employer and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- 35.5.2. The Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

#### **35.6. Part-day public holiday**

- 35.6.1. Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this Agreement relating to public holidays to the extent of the inconsistency:
  - 35.6.1.1. All Employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - 35.6.1.2. Where a part-time or full-time Employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - 35.6.1.3. Where a part-time or full-time Employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday

but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

35.6.1.4. Where a part-time or full-time Employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

35.6.1.5. Excluding annualised salaried Employees to whom clause 35.6.1.6 applies, where an Employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

35.6.1.6. Where an Employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

35.6.1.7. An Employee not rostered to work on the declared or prescribed part-day public holiday, other than an Employee who has exercised their right in accordance with clause 35.6.1.1, will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

35.6.2. The Employer and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

35.6.3. This clause is not intended to detract from or supplement the NES.

## **36. Long service leave**

**36.1.** An Employee is entitled to long service leave in accordance with the provisions of the *Contract Cleaning Industry (Portable Long Service Leave) Act 2010 (NSW)* as varied, amended or replaced.

## **37. Parental leave**

Parental leave is as provided in the National Employment Standards.

### **38. Court and tribunal appearances**

- 38.1.** Employees who are required by their Employer or request of their Employer's clients to attend courts or tribunals for work related purposes during ordinary working hours will be paid reasonable travel time, fares and wages calculated in accordance with the Employee's projected roster, or if there is no such roster, the Employee's base rate of pay, plus any part-time or casual loading.
- 38.2.** Any witness fees or other such payments made to the Employee must be reimbursed to the Employer.
- 38.3.** This provision is distinct from the activity of jury service which is covered in community service leave.

## **PART H Consultation and Dispute Resolution**

### **39. Consultation Clause**

**39.1.** This term applies if the Employer:

- 39.1.1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- 39.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **39.2. Major change**

39.2.1. For a major change referred to in subclause 39.1.1:

- 39.2.1.1. the Employer must notify the relevant Employees of the decision to introduce the major change; and
- 39.2.1.2. subclauses 40.3 to 39.9.

**39.3.** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**39.4.** If:

- 39.4.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 39.4.2. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

**39.5.** As soon as practicable after making its decision, the Employer must:

39.5.1. discuss with the relevant Employees:

- 39.5.1.1. the introduction of the change; and
- 39.5.1.2. the effect the change is likely to have on the Employees; and
- 39.5.1.3. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

39.5.2. for the purposes of the discussion – provide, in writing, to the relevant Employees:

- 39.5.2.1. all relevant information about the change including the nature of the change proposed; and

39.5.2.2. information about the expected effects of the change on the employees; and

39.5.2.3. any other matters likely to affect the Employees.

**39.6.** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**39.7.** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**39.8.** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 39.2.1.1, 39.3 and 39.5 are taken not to apply.

**39.9.** In this term, a major change is likely to have a significant effect on Employees if it results in:

39.9.1. the termination of the Employment of employees; or

39.9.2. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

39.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

39.9.4. the alteration of hours of work; or

39.9.5. the need to retrain Employees; or

39.9.6. the need to relocate Employees to another workplace; or

39.9.7. the restructuring of jobs.

**39.10. Change to regular roster or ordinary hours of work**

39.10.1. For a change referred to in subclause 39.1.2:

39.10.1.1. the Employer must notify the relevant Employees of the proposed change; and

39.10.1.2. subclauses 39.11 to 39.15 apply.

**39.11.** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**39.12.** If:

39.12.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

39.12.2. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

**39.13.** As soon as practicable after proposing to introduce the change, the Employer must:

39.13.1. discuss with the relevant Employees the introduction of the change; and

39.13.2. for the purposes of the discussion – provide to the relevant Employees:

39.13.2.1. all relevant information about the change, including the nature of the change; and

39.13.2.2. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

39.13.2.3. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

39.13.3. 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).

**39.14.** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**39.15.** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

**39.16.** In this term **relevant employees** means the Employees who may be affected by a change referred to in sub-clause 39.1

## **40. Change of Contract**

**40.1.** Clause 40 applies where the Employer decides not to seek a renewal of a contract to perform cleaning services or is notified that such a contract to which the Employer is a party is to be, or is likely to be, terminated.

**40.2.** The Employer must, at least 28 days (or as soon as practicable if that is later than 28 days) before the contract is due to end, give written notice of the situation to the affected Employees and the Union, including the date on which the contract is due to end.

**40.3.** The Employer must, in the notice under clause 40.2, specify any options available for suitable alternative employment with the employer in the event that the contract ends.

**40.4.** The Employer must give written notice to any affected Employees who are offered suitable alternative employment with the employer of the offer, including the location at which the work is proposed to be performed, the proposed hours of work and the proposed rates of pay.

**40.5.** The Employer must give a written notice to any Employee who is not offered suitable alternative employment with the employer that:

- 40.5.1. gives details of the employee's accrued statutory and award entitlements on termination of the employee's employment (including accrued annual leave); and
  - 40.5.2. contains a statement of the employee's service with the employer (including the length of that service, their hours of work, their classification and shift configuration); and
  - 40.5.3. invites the employee to notify the employer if they consent to the employer giving their name to the incoming contractor so that they may be considered for employment with that contractor.
- 40.6.** The employer must provide to the incoming contractor a list of the names of employees who have consented to their name being provided to that contractor so that they may be considered for employment with that contractor.
- 40.7.** The employer must take steps to organise a meeting between the incoming contractor and those employees who are not offered suitable alternative employment with the employer.
- 40.8.** The incoming contractor must, as soon as practicable after making any offer of employment to employees of the outgoing contractor, give written notice of the offer and its terms to the outgoing contractor and to any representative, including a relevant union, nominated by the employee.
- 40.9.** Section 119 of the Act does not apply to an employee of the outgoing contractor where:
- 40.9.1. the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor; and
  - 40.9.2. the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.
- 40.10.** To avoid doubt, section 119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

## **41. Dispute Resolution Clause**

- 41.1.** If a dispute relates to:
- 41.1.1. a matter arising under the Agreement; or
  - 41.1.2. the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 41.2.** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.



- 41.3.** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 41.4.** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 41.5.** The FWC may deal with the dispute in 2 stages:
- 41.5.1.** 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
- 41.5.2.** if the FWC is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 41.5.2.1. arbitrate the dispute; and
- 41.5.2.2. make a determination that is binding on the parties.
- Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 41.6.** A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 41.7.** While the parties are trying to resolve the dispute using the procedures in this term:
- 41.7.1. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 41.7.2.** an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
- 41.7.2.1. the work is not safe; or
- 41.7.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
- 41.7.2.3. the work is not appropriate for the employee to perform; or
- 41.7.2.4. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 41.8.** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## PART I Termination of Employment and Redundancy

### 42. Termination of employment

#### 42.1. Resignation by an Employee

42.1.1. A permanent Employee is required to give the following notice of resignation:

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

42.1.2. A Casual Employee is required to give 24 hour's notice of resignation.

42.1.3. Where an Employee who is at least 18 years old does not give the period of notice required under clause 42.1 then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

42.1.4. If the Employer has agreed to a shorter period of notice than that required under clause 42.1, then no deduction can be made under clause 42.1.3.

42.1.5. Any deduction made under clause 42.1.3 must not be unreasonable in the circumstances.

#### 42.2. Termination at the initiative of the Employer

Where the Employer terminates the employment of an Employee (not being a casual Employee), the Employer must provide the Employee with the Period of Notice is set out in clause 42.3 or make payment in lieu of notice in accordance with clause 42.3.5.

#### 42.3. The period of notice

42.3.1. The Employer will provide the Employee with the following notice based on the Employee's continuous service (as defined in the Fair Work Act) with the Employer.

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

42.3.2. The notice period is increased by one week if the Employee is over 45 years of age and has completed at least two years of service.

42.3.3. For the propose of this clause, continuous service has the same meaning as in the Act.

- 42.3.4. The Employer is not required to provide the Period of Notice in the case of a summary dismissal for serious and wilful misconduct.
- 42.3.5. The Employer may make payment to the Employee in lieu of the whole or part of the Period of Notice. Where payment is made by the Employer in lieu of notice pursuant to this clause, the Employer will pay the Employee the full amount of pay the Employee would have received had they worked (including allowances, loadings, shift penalties and rostered overtime).
- 42.3.6. On termination of employment, the Employee must return to the Employer, all property that has been supplied by the Employer and is in their possession including uniforms, keys, documents, phones, and personal protective equipment.

**42.4. Job search entitlement**

- 42.4.1. Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- 42.4.2. The time off under clause 42.4.1 is to be taken at times that are convenient to the Employee after consultation with the Employer.

**43. Redundancy**

- 43.1. Where the Employer is considering making an Employee’s position redundant, the Employer must follow the consultation provisions prescribed in clause 39.
- 43.2. A part-time or full-time Employee is entitled to be paid redundancy pay if the Employee’s employment is terminated at the Employer’s initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 43.3. Redundancy pay will be calculated as follows:

Period of Continuous Service	Period of Notice
At least 1 year but less than 2 years	4 weeks
More than 2 year but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	7 weeks
More than 4 years but not more than 5 years	8 weeks
More than 5 years but not more than 6 years	10 weeks
More than 6 years but not more than 7 years	11 weeks
More than 7 years but not more than 8 years	13 weeks
More than 8 years but not more than 9 years	14 weeks
More than 9 years but not more than 10 years	16 weeks
At least 10 years	12 weeks

“Week’s” pay for the purpose of this clause means the base rate of pay that the Employee would have been paid for their ordinary hours per week, averaged over the roster cycle, but does not include:

- incentive-based payment and bonuses
- loadings
- monetary allowances
- overtime or penalty rates
- any other separately identifiable amounts.

**43.4.** For the propose of this clause, continuous service has the meaning as in the Act.

**43.5.** Despite anything in this clause, redundancy pay is not payable where:

- 43.5.1. an Employee has less than one year's continuous service with the Employer; or
- 43.5.2. the Employee is summarily dismissed for serious misconduct; or
- 43.5.3. the Employee is engaged for a specific period or task(s) (provided that they are engaged on no more than one fixed term contract); or
- 43.5.4. the Employee is a casual Employee; or
- 43.5.5. where the Employer offers the Employee acceptable alternative employment; or
- 43.5.6. in circumstances where redundancy pay would not be payable pursuant to s 119 because of the operation of s 122(3) of the Act;
- 43.5.7. Where subsection 22(5) of the Act applies to a transfer of employment in relation an Employee, the Employee is not entitled to redundancy pay in relation to the termination of their employment with the first Employer (s 22(5) provides that the Employee's service with the first Employer counts as service with the second Employer); and
- 43.5.8. Where clause **Error! Reference source not found.** applies in respect of a change of contract.

**43.6. Selection for redundancy**

- 43.6.1. Where the Employer makes a decision to make one or more Employees redundant at one or more worksites, the Employer will follow the following steps:
  - 43.6.1.1. Call for Employees to volunteer for redundancies. Such a call for voluntary redundancies should be made to other worksites not affected by any proposed redundancies where it is possible for Employees to relocate or retraining into alternative duties.
  - 43.6.1.2. Where there are insufficient volunteers for the number of redundancies, the Employer will select Employees for redundancies on a combined basis of:
    - (a) last on, first off; and

- (b) an assessment of skills and performance of the relevant Employees.

#### **43.7. Transfer to lower paid duties on redundancy**

- 43.7.1. In addition to the other provisions in clause 43, clause 43.7 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.
- 43.7.2. The Employer may:
  - 43.7.2.1. give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under clause 42.3 as if it were a notice of termination given by the Employer; or
  - 43.7.2.2. transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in clause 43.7.3.
- 43.7.3. If the Employer acts as mentioned in clause 43.7.2.2, the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

#### **43.8. Employee leaving during redundancy notice period**

- 43.8.1. An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 42.3.
- 43.8.2. The Employee is entitled to receive the payments they would have received under clauses 43.2 and 43.3 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- 43.8.3. However, the Employee is not entitled to be paid for any part of the period of notice remaining pursuant to clause 42.2 after the Employee ceases to be employed.

#### **43.9. Job search entitlement**

- 43.9.1. Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed in clause 42.3 for the purpose of seeking other employment.
- 43.9.2. If an Employee is allowed time off without loss of pay of more than one day under clause 43.9.1, the Employee must, at the request of the Employer, produce proof of attendance at an interview.

- 43.9.3. A statutory declaration is sufficient for the purpose of clause 43.9.2.
- 43.9.4. An Employee who fails to produce proof when required under clause 43.9.2 is not entitled to be paid for the time off.
- 43.9.5. This entitlement applies instead of clause 42.4.

## PART J Signatures

I am authorised to sign this Agreement on behalf of Assetlink Services Air Pty Ltd



\_\_\_\_\_  
Signature

Phillip Thomson

\_\_\_\_\_  
Full Name

Chief Operating Officer

\_\_\_\_\_  
Title/Authority to Sign

6/2-12 Tennyson Rd, Gladesville NSW 2111

\_\_\_\_\_  
Address (including State and Postcode)

### Witness



\_\_\_\_\_  
Signature

Rebecca Ohanessian

\_\_\_\_\_  
Full Name

### Date signed by the Employer

26 February 2024

\_\_\_\_\_  
Date

**I am authorised to sign this Agreement on behalf of the United Workers Union**



\_\_\_\_\_  
Signature

Lyndal Ryan

\_\_\_\_\_  
Full Name

Director, United Workers Union

\_\_\_\_\_  
Title/Authority to Sign

Unit 15, 71 Leichhardt St, Kingston, ACT 2604

\_\_\_\_\_  
Address (including State and Postcode)

**Witness**



\_\_\_\_\_  
Signature

Tom Whiteside - Industrial Officer

\_\_\_\_\_  
Full Name

**Date signed on behalf of the United Workers Union**

23 February 2024

\_\_\_\_\_  
Date



**I am authorised to sign this Agreement as a bargaining representative of the Employees**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Title/Authority to Sign

\_\_\_\_\_  
Address (including State and Postcode)

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

**Date signed on behalf of the Employees**

\_\_\_\_\_  
Date

## Schedule 1 Classifications

An Employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

**A.1** **Cleaning Services Employee Level One** (CSE 1) means an Employee who performs those tasks customarily performed by cleaners, using 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 and who:

- (a) is responsible for the quality of their own work subject to routine supervision; and
- (b) works under routine supervision either individually or in a team; and
- (c) exercises discretion within the level of their skills and training.

**A.1.2** Indicative of the tasks that might be required at this level are the following:

- (a) spot cleaning of carpets and soft furnishings; or
- (b) operating hand held powered equipment such as blowers, vacuum cleaners and polishers; or
- (c) sweeping and mopping; or
- (d) toilet cleaning; or
- (e) rubbish collection; or
- (f) cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing; or
- (g) telephone cleaning and germ proofing; or
- (h) cleaning of glass, both internal and external; or
- (i) dusting of all hard surfaces; or
- (j) table bussing; or
- (k) undertaking tea attendant duties; or
- (l) collecting, servicing and maintaining shopping or luggage trolleys; or
- (m) re-arranging or re-organising furniture; or
- (n) routinely maintaining indoor greenery such as shrubs and plants; or
- (o) wiping or sweeping under and around seats and table tops.

**A.2** **Cleaning Services Employee Level Two** (CSE 2) means an Employee providing cleaning services at a higher skill level than an Employee at CSE 1 level.

**A.2.1** Employees at this level:

- (a) work from complex instructions and procedures; and

- (b) assist in the provision of on-the-job training; and
- (c) work under general supervision either individually or in a team; and
- (d) are responsible for assuring the quality of their own work; and
- (e) perform those tasks customarily performed by cleaners.

**A.2.2** A CSE 2 may be required to perform any duties of a CSE 1 and, in addition, may be required to perform any of the following indicative tasks, or a combination of such tasks, for the greater part of each day or shift:

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

**A.3** **Cleaning Services Employee Level Three** (CSE 3) means an Employee providing cleaning services at a higher skill level than an Employee at CSE 2 level.

**A.3.1** A CSE 3 may be required to perform any duties of a CSE 1 or CSE 2.

**A.3.2** Employees at this level:

- (a) work from complex instructions and procedures; and
- (b) assist in the provision of on-the-job training; and
- (c) co-ordinate the work of CSE 1s and CSE 2s and generally superintend the activity of all the building cleaners as a building supervisor or manager; and
- (d) are responsible for ensuring the quality of their work; and
- (e) have a knowledge of the Employer's operation.

**A.3.3** Indicative of the tasks that might be required at this level are the following:

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

## Schedule 2 Summary of Ordinary Hourly Rates of Pay and Penalty Rates

### On Agreement being made – Ordinary rates and penalty rates

(a) From the first full pay period to commence on or after 1 December 2023 the ordinary rates and penalty rates are as follows which are inclusive of the initial agreed increase of 3.5%):

(i) Full-time Employees:

	Day	Early morning, afternoon & non-permanent night	Permanent Night	Saturday	Sunday	Public Holiday
		115%	130%	150%	200%	250%
Level 1	\$24.91	\$28.65	\$32.38	\$37.37	\$49.82	\$62.28
Level 2	\$25.74	\$29.60	\$33.46	\$38.61	\$51.48	\$64.35
Level 3	\$27.09	\$31.16	\$35.22	\$40.64	\$54.18	\$67.73

(ii) Part-time Employees:

	Day	Early morning, afternoon & non-permanent night	Permanent Night	Saturday	Sunday	Public Holiday
	115%	130%	130%	165%	215%	265%
Level 1	\$28.65	\$32.38	\$32.38	\$41.10	\$53.56	\$66.01
Level 2	\$29.60	\$33.46	\$33.46	\$42.47	\$55.34	\$68.21
Level 3	\$31.16	\$35.22	\$35.22	\$44.70	\$58.24	\$71.79

(iii) Casual Employees:

	Casual Day	Early morning, afternoon & non-permanent night	Permanent Night	Saturday	Sunday	Public Holiday
	125%	140.00%	155%	175%	225%	275%
Level 1	\$31.14	\$34.87	\$38.61	\$43.59	\$56.05	\$68.50
Level 2	\$32.17	\$36.04	\$39.90	\$45.05	\$57.92	\$70.78
Level 3	\$33.86	\$37.93	\$41.99	\$47.41	\$60.95	\$74.50