



Spotless Street Cleaning Agreement 2024

TABLE OF CONTENTS
1. COVERAGE / SCOPE OF AGREEMENT.....	4
2. RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NES	4
3. POSTING OF AGREEMENT	4
4. PARTIES AND PERSONS BOUND	4
5. DATE AND PERIOD OF OPERATION.....	4
6. DEFINITIONS	5
7. CUSTOMER FOCUS	6
8. SAFETY, CO-OPERATION & COMMUNICATION	6
9. WORKPLACE FLEXIBILITY	7
10. TRAINING & DEVELOPMENT.....	7
11. POSITION DESCRIPTION	8
12. TERMS OF EMPLOYMENT.....	8
13. PAYMENT OF WAGES	9
14. QUANTUM & TIMING.....	9
15. CLASSIFICATIONS	10
16. ALLOWANCES.....	16
17. HIGHER BAND DUTIES	17
18. OVERALL OR TOTAL FLAT SALARY	17
19. SUPERANNUATION	18
20. HOURS OF WORK.....	18
21. NATURE OF ENGAGEMENT	19
22. HOURS OF WORK & OVERTIME: DAY WORK	19
23. HOURS OF WORK & OVERTIME: SHIFT WORK	22
24. SPECIAL ENGAGEMENT	25
25. BREAKS	25
26. STARTING POINT	26
27. ANNUAL LEAVE	26

28.	PERSONAL LEAVE	27
29.	SICK LEAVE	28
30.	FAMILY AND DOMESTIC VIOLENCE LEAVE	30
31.	COMPASSIONATE LEAVE.....	31
32.	PARENTAL LEAVE	31
33.	DEFENCE FORCES AND EMERGENCY SERVICES LEAVE.....	31
34.	BLOOD DONORS	31
35.	LONG SERVICE LEAVE	32
36.	PUBLIC HOLIDAYS	32
37.	TERMINATION OF EMPLOYMENT	33
38.	REDUNDANCY & REDEPLOYMENT.....	34
39.	ABANDONMENT OF EMPLOYMENT.....	36
40.	CLOTHING, EQUIPMENT AND TOOLS.....	37
41.	ACCIDENT MAKE UP PAY.....	39
42.	INTRODUCTION OF CHANGE IN THE WORKPLACE	39
43.	DISPUTE SETTLEMENT PROCEDURE.....	42
44.	NO EXTRA CLAIMS.....	43
45.	FLEXIBILITY.....	44
46.	WRITTEN WARNINGS	45
47.	WORKPLACE DELEGATES RIGHTS	45
48.	RIGHT TO DISCONNECT	45
	APPENDIX A – RATES OF PAY AND ALLOWANCES	48

1. COVERAGE / SCOPE OF AGREEMENT

The *Spotless Street Cleaning Agreement 2024 (the/this Agreement)* shall apply to all employees of Spotless Facility Services Pty Ltd employed in the classifications set out in clause 15 and performing work in the following services:

- (a) services for the local councils in Victoria (including cleaning and street cleaning);
- (b) services for events on locations owned, occupied or serviced by local councils in Victoria; and
- (c) services for local government entities, and
- (d) track sweeping services for Yarra Trams or any subsequent franchisors within the Melbourne tram network.

2. RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NES

- 2.1 This Agreement shall supersede and operate to the exclusion of all the provisions of any enterprise agreement and/or transitional agreement based instrument that would otherwise apply to employees covered by this Agreement.
- 2.2 This Agreement shall operate to the exclusion of all award provisions that would otherwise apply to employees covered by this Agreement.
- 2.3 The terms of this Agreement that deal with the NES only apply to the extent that the terms are not detrimental to an employee when compared to the NES. That is, no provision of the NES is displaced by the Agreement, but the NES will continue to apply to the extent that any terms of this Agreement is detrimental in any respect when compared to the NES.

3. POSTING OF AGREEMENT

- 3.1 A copy of this Agreement will be made available to all employees whose employment is covered by this Agreement.

4. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- (a) Spotless Facility Services Pty Ltd;
- (b) All employees of Spotless Facility Services Pty Ltd within the scope set out in clause 1 of this Agreement; and
- (c) Australian Municipal, Administrative, Clerical and Services Union-Victorian and Tasmanian Authorities and Services Branch (Australian Services Union).

5. DATE AND PERIOD OF OPERATION

- (a) This Agreement shall operate 7 days from the date it is approved by the FWC and shall nominally expire 3 years from the commencement of the agreement.
- (b) No less than three (3) months prior to the expiration of this Agreement, the parties will commence discussions with a view to negotiating a further agreement.

6. DEFINITIONS

Agreement means the Spotless Street Cleaning Agreement 2024.

FWC means the Fair Work Commission.

Casual Employee means an employee who is engaged in relieving work or work of a casual nature and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.

Day worker means an employee engaged between the hours of 6.00 am to 6.00 pm, Monday to Friday.

Employer means Spotless Facility Services Pty Ltd.

Employee means all employees of Spotless Facility Services Pty Ltd who fall within the scope of this Agreement.

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

Immediate family means a spouse (including a former spouse, de facto spouse and a former de facto spouse) (de facto spouse means a person who lives with the employee as husband or wife on a bona fide domestic basis although not legally married – which includes same-sex couples), child (including an adopted child, step child or ex nuptial child), parent, grandparent, grandchild or sibling of the employee and a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

National Employment Standards means those standards contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

Permanent full time employee means an employee that is engaged on a permanent basis whose position requires the employee work for an indefinite time of an average of thirty eight (38) ordinary hours per week.

Permanent part time employee means an employee who is employed on a permanent basis whose position requires the employee work for an indefinite time of an average of less than thirty eight (38) ordinary hours per week.

Streets Employees means those employees who are engaged for the purpose of the cleaning of streets and whose tasks may include basic cleaning/labouring duties and/or use of a Green Machine, use of a Karcher operator, use of a tipper Driver, use of large sweepers and/or use of compact sweepers. The employee may or may not work under supervision.

Limited tenure employee means an employee who is engaged on either a full time or part time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.

Union means the Australian Municipal, Administrative, Clerical and Services Union-Victorian and Tasmanian Authorities and Services Branch (Australian Services Union).

7. CUSTOMER FOCUS

7.1 Courteous Service

It is essential that employees provide the Employer's' customers with courteous and efficient service. It is the ongoing support of such customers that will ensure the ongoing viability of the Employer and therefore ensure job security.

7.2 Timely Service

As far as practicable, all jobs are to be completed according to schedule and within budget. If delays are incurred these should be communicated to the appropriate Supervisor as soon as practicable.

7.3 Customer Complaints

Any problems relating to customers' complaints should be handled by the employee in the first instance and then reported to the appropriate Supervisor.

8. SAFETY, CO-OPERATION & COMMUNICATION

8.1 Safety

'Zero Harm' is an integral part of how we do business at Spotless. The parties to this Agreement are jointly committed to safety and providing a safe workplace. The parties acknowledge it is everyone's responsibility to improve safety outcomes. Each person working under this agreement must understand and follow site safety and security procedures and report any actual or potential hazards. By doing so, we can protect ourselves, our colleagues, site visitors, and our business.

8.2 Teamwork

In keeping with the intent of this Agreement, continued emphasis will be placed on teamwork. This means that all employees will be responsible for the quality and quantity of the work within their control.

To ensure that communication is improved, all problems/difficulties are to be immediately reported to the appropriate Supervisor. This will ensure that all grievances and problems are dealt with in a timely and satisfactory manner.

8.3 Communication

To improve information flow and feedback between the Employer and its employees, regular staff meetings are to be held. The aim of these meetings is to communicate to employees the Employer's progress in relation to profitability (i.e. increased/decreased productivity), quality issues, reinforce good work, positively deal with problems, and allow employee input on all work related issues.

To ensure the success of this initiative, it is essential that all employees treat each other in a respectful and cordial manner. Cooperation and a team approach will lead to the continued viability of the Employer and create a workplace culture of loyalty, trust and fair treatment, which in turn will lead to employees having greater enthusiasm for their work.

As a guide, these meetings should be held on a monthly basis.

9. WORKPLACE FLEXIBILITY

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, workplace flexibility will extend to allow employees to perform all tasks within the scope of their skills and competence. The following principles apply:

- (a) Employees will perform such work which is within the scope of the employee's skills, competence, training and experience and will accept instructions and direction from authorised personnel;
- (b) Employees will take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee;
- (c) Any direction issued under this clause shall be consistent with the Employer's obligation to provide a safe and healthy working environment;
- (d) Provided that where an employee is directed to carry out any work within their classification or work of a lower classification, such work will be performed without reduction in salary; and
- (e) Provided further, that where an employee is directed to carry out work of a higher level, the provisions of clause 17 shall apply.

In keeping with the intent of this clause, all employees will become fully conversant with the operation and usage of all relevant technology in their work area including (but not limited to) all systems of work and machinery.

10. TRAINING & DEVELOPMENT

10.1 The Employer, employees and their representatives are committed to developing the skills of employees to:

- (a) increase productivity, flexibility and efficiency; and
- (b) provide career opportunities.

10.2 The Employer will, subject to and consistent with operational needs, provide training opportunities to employees to enhance existing skills and develop new skills.

10.3 The employees will participate in any required training and will co-operate with Employer initiatives to increase productivity, flexibility and efficiency by the utilisation of skills acquired through training.

10.4 Payment for time spent at training will be in accordance with the following rules:

- (a) all compulsory training will be during ordinary rostered hours or, if outside ordinary rostered hours, will be paid at ordinary time rates for time spent in training where the training is conducted within an hour of rostered start or finish times. If the training is outside these times it will be paid at the applicable overtime or penalty rate; and
- (a) all voluntary training will be unpaid.

10.5 Reclassification and any payments for higher duties will be based on skills used rather than skills acquired.

11. POSITION DESCRIPTION

The Employer shall provide to each employee a position description which will clearly identify the classification on which the employee is employed.

12. TERMS OF EMPLOYMENT

12.1 This Agreement sets out all core terms and conditions of employment. The maximum weekly hours of work and flexible work arrangements are provided for in the NES.

12.2 Subject to this Agreement, an employee's position may either be:

- (a) Permanent full-time, that is engaged for an indefinite time of an average of thirty eight (38) ordinary hours per week; or
- (b) Permanent part-time, that is engaged for an indefinite time of an average of less than thirty eight (38) ordinary hours per week; or
- (c) Casual, that is the employee is employed by the hour and has no guaranteed hours of work.

12.3 No permanent full or part-time employee shall have their hours reduced for the purposes of creating casual or limited tenure positions.

12.4 All employees prior to commencing employment with the Employer shall be informed in writing of the tenure of employment in accordance with this clause.

12.5 Part-time Employment

A permanent part-time employee shall be paid 1/38th of the ordinary rate per hour plus fifteen per cent (15%) for the class of work performed and shall be entitled to personal leave, annual leave, long service leave and payment for public holidays on a pro-rata basis in accordance with the hours worked in the performance of such duties.

Permanent part-time employees shall be employed to perform their ordinary hours of work up to seven point six (7.6) ordinary hours per day on up to five (5) days per week within the ordinary spread of hours applicable to full-time employees who may be employed in the same classifications.

At the time of engaging a part-time employee, the employer and employee must agree in writing on all of the following:

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

The employer and the employee may vary this arrangement in writing.

12.6 Limited Tenure Employment

A limited tenure employee shall be an employee who is engaged on either a full or part time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.

12.7 Casual Employment

A casual employee for the purpose of this clause shall mean an employee who is engaged in relieving work of a casual nature and who is engaged and paid by the hour and who has no guaranteed hours of work, but does not include an employee, who could be properly classified as a full time or part time employee.

A casual employee shall be paid per hour at the rate of 1/38th of the ordinary rate for the class of work performed plus twenty five per cent (25%).

A casual employee shall not be entitled to any annual leave, personal/carer's leave or payment for public holidays not worked.

A casual employee may work their ordinary hours by working periods of duty of up to seven point six (7.6) ordinary hours per day on up to five (5) days per week.

Offers of casual conversion are provided for in the NES.

13. PAYMENT OF WAGES

13.1 Wages are paid in accordance with the terms and conditions set out in this Agreement. The Employer is committed to the principle of Gender Pay Equity, and the parties agree to work cooperatively to ensure this is upheld through the application of this Agreement.

13.2 Employees shall be paid either weekly or fortnightly direct to the employees' bank account. On the day of payment (or as soon as practicable afterwards), the Employer shall provide each employee with a payment advice complying with the requirements in the *Fair Work Act 2009*.

13.3 If no payment or an incorrect payment is made by the Employer of wages owed and not corrected by the due date, the Employer shall provide full payment of monies outstanding to the employee within three (3) full working days of notification of such an underpayment or non-payment by the employee.

13.4 If the Employer fails to comply with sub-clause 13.3 a penalty of double the employee's rate of pay will be paid for all hours worked by the employee until such money owed is paid to the employee.

13.5 An employee shall be paid wages due to them within forty eight (48) hours of the termination of their employment. Provided that in the event of dislocation of communications rendering this payment impossible, payment shall be made as soon thereafter as possible.

13.6 Where the ordinary pay day precedes a public holiday the employee shall be paid on the day before such ordinary pay day.

13.7 An allowance of the amount set out in Appendix A per annum shall be payable annually to employees, being compensation for electronic banking fees. This clause is to be "grand-parented" to employees already receiving this entitlement (i.e. Streets Employees who have been continuously employed since before 30 April 2003). No other or future employees shall be awarded this provision. The EFT allowance will typically be payable in April each year.

14. QUANTUM & TIMING

The rates of pay for employees covered by this agreement and any applicable pay increases are set out in Appendix A.

15. CLASSIFICATIONS

Part 1: Classifications - Streets Employees

15.1 Employee - Band 1

A position in this band has the following job characteristics:

(a) Accountability and extent of Employer:

- An employee in this band performs broad tasks involving the utilisation of a range of basic skills;
- Works under routine supervision either individually or in a team environment;
- Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures;
- Is responsible for the quality of their work; and
- Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

(b) Judgement and decision making

Work activities are routine and clearly defined.

The tasks to be performed may involve the use of a limited range of tools, techniques and methods within a specified range of work.

An employee may resolve minor problems that relate to immediate work tasks.

(c) Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee in this band are:

- Safe and competent operation of light mechanical plant;
- Safe and competent driving of vehicles up to 4.5 tonne GVM;
- The undertaking of semi-skilled work; and
- Assistance to skilled employees.

(d) Inter-personal skills

Position in this band may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

(e) Qualifications and experience

An employee in this band will have commenced on-the-job training which may include an induction course.

Or relevant experience/on-the-job training commensurate with the requirements of the work in this band.

Positions in this band include an unskilled labourer.

15.2 Employee - Band 2

A position in this band has the following job characteristics:

(a) Accountability and extent of Employer

- An employee in this band performs broad tasks involving utilisation of developed skills.
- Works in a team environment or works individually under routine supervision.
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- May assist others in the supervision of work of the same or lower band.
- Is responsible for assuring the quality of work performed.
- Employees in this band may provide on-the-job training based on their skill and experience.

(b) Judgement and decision making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.

Employees in this band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

(c) Specialist knowledge and skills

- Indicative but not exclusive of the skills required of an employee in this band are:
- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GVM to 13.9 tonnes GVM.
- Capable of working to a plan.
- Basic administrative skills.

(d) Inter-personal skills

Positions in this band require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

(e) Qualifications and experience

As a minimum an employee in this band will have satisfactorily completed the requirements of Band 1 or equivalent.

Or relevant experience/on-the-job training commensurate with the requirements of work in this band.

Positions in this band include a skilled labourer, driver, tip truck operator, green machine operator and kartcher operator.

15.3 Employee - Band 3

A position in this band has the following job characteristics:

(a) Accountability and extent of Employer

- Employees perform work under General Supervision.
- Employees in this band have contact with the public or other employees which involves explanations of specific procedures and practices.
- Positions in this band may be required to supervise and coordinate others in similar or related work.
- Employees in this band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

(b) Judgement and decision making

These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.

The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

(c) Specialised knowledge and skills

These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaptation.

Indicative but not exclusive of the skills required of an employee in this band include:

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programs in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.

- Safe and competent driving of Vehicles over 13.9 tonnes GVM to 22.4 tonnes GVM exceeding 22.4 tonnes GVM.

(d) Management skills

Some positions in this band are at the work face, others involve first line supervision of employees at the work face.

Employees in this band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this band must also have a basic knowledge of personnel practices.

(e) Inter-personal skills

Positions in this band require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

(f) Qualifications and experience

An employee in this band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this band.

Positions in this band include a light to heavy ridged truck operator, a smit and/or Johnson operator and flusher operator.

15.4 Employee Band 4

A position in this band has the following job characteristics:

(a) Accountability and extent of Employer

- They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- Employees in this band may exercise high precision trade skills using various materials and/or specialised techniques.
- Positions in this band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- Employees with supervisory responsibilities are required to ensure that the employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

(b) Judgement and decision making

In positions in this band, the objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives.

For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

Guidance and counsel are always available within the time available to make a choice.

(c) Specialist knowledge and skills

Employees in this band must have the ability 2nd skills to provide training specialist disciplines either through formal training programs or on-the-job training.

Employees in this band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(d) Management skills

Some positions in this band are at the "Work face" while others involve supervision of employees or groups of employees.

All employees at this level should have sufficient freedom to Plan their work at least a week in advance.

Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.

Supervisors are also expected to have knowledge of personnel policies and practices applicable to the work performed 2nd supervised employees.

(e) Inter-personal skills

Positions in this band require the ability to gain cooperation and assistance from members of the public and other employees in the performance of well defined activities.

Employees in this band may also be expected to write reports in their field of expertise.

(f) Qualifications and experience

An employee in this band will have satisfactorily completed the requirements of Band 3 or equivalent as well as a minimum of a post-trades certificate (e.g. special class trades) or equivalent and/or will have in addition have completed a TAFE certificate course or equivalent.

Positions in this band include a heavy articulated truck operator and team leader/supervisor.

Part 2: Classifications - Other Employees

15.5 Skilled Cleaners (Band 1)

All cleaners are classified as skilled cleaners and may be required to perform any duties within their skills, abilities and training.

Part 3: Youth Rates

15.6 The Employer may engage employees on youth rates in any position covered by this Agreement. Youth rates will be the following percentage of the applicable rate of pay for the position:

16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

Part 4: Classification Review – Streets Employees

15.7 Within 3-months of the commencement of the Agreement and annually thereafter, the Employer will review all full-time and part-time Streets Employees. Provided that any Streets Employee who has had an absence of paid leave in excess of three (3) months in aggregate or any unpaid leave in the preceding twelve (12) months, shall have their assessment delayed by the period of such absence.

15.8 The review will be confidential and comprise of a minimum of two (2) of the following:

- (a) a review of the level within a Band or classification level;
- (b) the Band or classification level having regard to the classification definitions contained in this Agreement;
- (c) reference to the dispute settling procedures if necessary;
- (d) access by the Streets Employee concerned to any formal review documentation upon request; and
- (e) any review of classifications which may result in a promotion of any Streets Employee to a new band is strictly subject to a position being vacant at the higher band.

15.9 Progression of a Streets Employee from one level to the next within a Band will not be automatic but subject to this clause and will be dependent upon the achievement of all of the following:

- (a) the acquisition and satisfactory utilisation of new or enhanced skills if required by the Employer and as is determined in accordance with any Staff Development Scheme;
- (b) the meeting of established performance objectives as determined in accordance with any Staff Development Scheme; and
- (c) satisfactory service over the preceding twelve (12) months.

16. ALLOWANCES

16.1 Employee-in-charge

If an employee (in Band 1, 2 or 3) is authorised to take charge of other employees they shall be paid:

- (a) if in charge of two (2) to six (6) employees - the amount set out in Appendix A per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);
- (b) if in charge of seven (7) to fifteen (15) employees - the amount set out in Appendix A per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);
- (c) if in charge of over fifteen (15) employees - the amount set out in Appendix A per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);

16.2 Using own Vehicle Allowance

- (a) Where the employee is required to use their own vehicle in the course of their duty, the Employer will pay an allowance in accordance with the following:
 - (i) Motor Vehicles - the amount set out in Appendix A per kilometre (more than 4 cylinders of 35 PMU and over) or the amount set out in Appendix A per kilometre (4 cylinders and less or less than 35 PMU);
 - (ii) Motor cycles - the amount set out in Appendix A per kilometre (250cc and over) or 34c per kilometre (under 250cc); and
 - (iii) Bicycles - the amount set out in Appendix A per kilometre.
- (b) This vehicle allowance will only be reimbursed on the employee's production of the appropriate log book which will be supplied by the Employer.

16.3 Toilet Allowance

An employee engaged for the major portion of a day or shift in cleaning toilets shall be paid an additional rate of the amount set out in Appendix A per shift.

16.4 First Aid Allowance

- (a) The Employer shall endeavour to have at least one (1) employee with a first aid qualification in attendance at all public toilets, large work areas; and
- (b) An employee, who is the current holder of an appropriate first aid qualification such as a certificate from St. John's ambulance, or similar body, shall be paid a daily allowance of the amount set out in Appendix A if he/she is appointed in writing by the Employer to perform first aid duty.

16.5 Transport Allowance

Where an employee is required by the Employer to travel on behalf of the Employer that employee shall be reimbursed the expenses incurred by using the public transport nominated by the Employer for such travel.

17. HIGHER BAND DUTIES

17.1 An employee directed by the Employer to perform work in excess of four (4) hours in any one day for duties carrying a higher rate of pay than is provided for within their classification band, unless otherwise specified in this Agreement shall be paid while undertaking such duties at the commencement level of the higher classification band except where particular levels within bands are provided for specified positions e.g. vehicle drivers.

17.2 For the purposes of this clause, a day shall be defined as:

- (a) For full time employee/s, the ordinary hours of work as required for that particular work section where the higher duties are being performed; and
- (b) For part time and casual employee/s, higher duties shall apply for actual hours worked provided that such duties are undertaken for more than two (2) hours on any day.

18. OVERALL OR TOTAL FLAT SALARY

18.1 By agreement between the Employer and an employee, an employee can be paid at an annualised rate which is made up of the Agreement rate and an additional component.

18.2 In such case, the agreement may provide that the provisions of this Agreement dealing with the following matters do not apply:

- Overtime/penalty rates and meeting allowances;
- Time off in lieu of overtime payment;
- Recall, call outs and availability allowances;
- Allowances and expenses;
- Annual leave loading;
- Higher band duties; and
- Workplace flexibility.

18.3 Provided that the annualised rate is sufficient to cover what the employee would have been entitled to if all required payments under this Agreement, including penalty rate payments and allowances, had been complied with in the year. The additional payment may be taken in the form of a non salary benefit such as an Employer provided motor vehicle.

18.4 Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all overtime payments, penalty rate payments and obligations had been complied with.

18.5 An agreement under this clause must be:

- (a) In writing and signed by both parties;
- (b) Either recorded in the time and wage records kept by the Employer in accordance with the *Fair Work Act 2009 (Cth)*, or a notation placed in the record as to where a copy of the agreement may be inspected;

- (c) Provide an annual review of the agreement; and
- (d) Provide for access to the FWC for dispute resolution in accordance with the dispute resolution procedure set out in this Agreement.

18.6 The employee may be represented in the discussions in relation to the making of an agreement under this clause by a representative of their choice.

19. SUPERANNUATION

19.1 The Employer will make such 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.

19.2 The schemes that will be offered to employees by the Employer are:

- (a) Local Authorities Superannuation Fund; and/or
- (b) a superannuation fund or scheme that is chosen by the employee.

20. HOURS OF WORK

20.1 Ordinary Hours of Work

- (a) Except as provided elsewhere in this Agreement, the Ordinary Hours of Work for an employee shall be thirty eight (38) hours per week, Monday to Friday inclusive. Such ordinary hours shall be exclusive of an unpaid lunch break of not less than thirty (30) minutes and not more than one (1) hour.
- (b) Notwithstanding 20.1(a), the hours of work shall be determined between the parties, taking into account customer requirements, the personal needs of the employees and other issues that may be identified from time to time.

20.2 Rosters

In the case of full-time employees the rosters worked may be as follows:

- 38 hours - five day week period;
- 76 hours – 10 day fortnight period;
- 114 hours – 15 day three week period; and
- 152 hours – 20 day four week period.

20.3 Requirement to work Reasonable Overtime

The Employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

20.4 Minimum Engagement Periods (Permanent Part Time Employees and Casual Employees)

- (a) The Employer must roster a permanent part-time employee or casual employee on any shift:
 - (i) for a minimum of one (1) hour if the employee is the only employee engaged at a small stand-alone location with a total cleaning area of not more than three hundred (300) square metres

and it is not practicable for a longer shift to be worked across two (2) or more locations; and

- (ii) for a minimum of two (2) consecutive hours at a location with a total cleaning area of up to two thousand (2000) square metres; and
- (iii) for a minimum of three (3) consecutive hours at a location with a total cleaning area of two thousand (2000) or more square metres up to five thousand (5000) square metres; and
- (iv) for a minimum of four (4) consecutive hours at a location with a total cleaning area of five thousand (5000) or more square metres.

- (b) A part-time or casual employee must be paid for the minimum duration of shift applicable for the size of the cleaning area under clause 20.4(a) even if the employee works for a shorter time.

21. NATURE OF ENGAGEMENT

Subject to this Agreement, an employee may be engaged as:

- (a) A 'day worker', being an employee who is engaged to work between the hours of 6.00 am and 6.00 pm, Monday to Friday;
- (b) A 'shift worker', being an employee who is engaged to work on a regularly rostered basis outside the normal spread of hours; and/or
- (c) An employee on a 'special engagement', being an employee engaged outside the normal hours of duty under clause 24 of the Agreement.

22. HOURS OF WORK & OVERTIME: DAY WORK

22.1 Spread of Hours

Except as provided elsewhere in this Agreement, the spread of hours for a day worker are 6.00 am to 6.00 pm, Monday to Friday.

The hours of work for all employees shall be continuous except for meal breaks.

22.2 Overtime

Except as otherwise provided by this Agreement:

- (a) All work performed in excess of or outside the employee's ordinary hours of duty as prescribed in Clauses 20.1 and 22.1 of this Agreement shall be payable at the rate of:
 - (i) time and a half for the first two hours and double time thereafter Monday to Saturday inclusive;
 - (ii) double time all day Sunday.
- (b) In computing overtime, each day's work shall stand alone.
- (c) Penalty rates as defined by this subclause shall apply to part-time employees and casuals only when the hours performed exceed eight (8) in any day within

the spread specified in Clause 22.1 of this Agreement and for work performed outside this spread.

22.3 Overtime on Saturdays, Sundays and Public Holidays

- (a) An employee required to work overtime on a Saturday, Sunday or public holiday shall be afforded at least three (3) hours' work or be paid for three (3) hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the day previous.
- (b) Where overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

22.4 Recall and Call Outs

- (a) Where an employee is recalled to work in accordance with subclause (b), (c) or (d) of this clause and such work does not exceed three (3) hours, subclause 22.3(b) shall not apply.
- (b) An employee called out to work overtime after leaving their place of employment on any day Monday to Friday shall be paid for a minimum of three (3) hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time they are so called out. Provided that, where the employee works in excess of two (2) hours, such employee shall be paid for a minimum of three (3) hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two (2) hours and at double the ordinary prescribed rate thereafter.
- (c) An employee called out to work at any time on a Saturday shall be paid as for a minimum of three (3) hours' work for each time they are so called out.
- (d) An employee called out to work overtime on a Sunday or on a Public Holiday shall be paid for a minimum of three (3) hours' work calculated at the rates prescribed in this Clause and Clause 36 – Public Holidays.
- (e) Where an employee 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 the Employer must pay the employee as follows:
 - (i) where such attendance is required on a Monday to Friday, the employee must be paid a minimum payment of two (2) hours at the appropriate ordinary time rate plus any applicable shift penalty for each such attendance;
 - (ii) where such attendance is required on a Saturday, the employee must be paid a minimum payment of three (3) hours at the appropriate Saturday rate for each such attendance;
 - (iii) where such attendance is required on a Sunday the employee must be paid a minimum payment of four (4) hours at the appropriate Sunday rate for each such attendance
- (f) Clause 22.4(e) applies:
 - (i) whether the employee is required to attend at the Employer's premises or at the premises of a client of the Employer; and

- (ii) irrespective of whether the employee is notified of the requirement before or after leaving the workplace.
- (g) Clause 22.4(e) does not apply if:
 - (i) a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time or overtime; or
 - (ii) the attendance is for the purposes of completing any form of paid training.

22.5 Time off in lieu

- (a) The Employer and employee may agree that the employee may take time off, at a mutually convenient time, instead of being paid for the overtime worked equivalent to one and a half times the amount of overtime time worked.
- (b) Provided that:
 - (i) if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (ii) Time off must be taken:
 - (A) within the period of six (6) months after the overtime is worked; and
 - (B) at a time or times within that period of six (6) months agreed by the employee and Employer
 - (iii) If the employee does not take the leave in accordance with 22.5(b)(ii), the Employer must pay the employee for the overtime.
 - (iv) at the discretion of the Employer, such equivalent time off may accumulate and be taken either immediately before or after the end of the annual leave period or a public holiday.

22.6 Rest Periods and Meal Allowances on Overtime

In this clause the expression “rest period” means an unpaid period of not less than twenty (20) minutes and not more than sixty (60) minutes as directed by the Employer.

(a) Meal Allowance

When an employee is entitled to a rest period under this clause, the Employer shall pay a meal allowance of the amount set out in Appendix A for the first meal and the amount set out in Appendix A for the second and subsequent meals.

Subject to Employer approval an employee may elect to work continuously without a rest period, but such employee shall not lose any entitlement to the meal allowance(s) specified in this subclause.

- (b) An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that they

will be required to work and who is at work for at least two (2) hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four (4) continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid, provided that the employee is required to work beyond each respective fourth hour.

- (c) An employee required to work overtime on a Saturday, Sunday or public holiday without being notified on the previous day or earlier that they will be required to work or on recall that day shall be entitled to a rest period and meal allowance after four (4) hours of continuous work, provided that the employee is required to work beyond the fourth hour.
- (d) After completion of each four (4) continuous hours of such overtime calculated from the end of the previous meal entitlement, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid, provided that the employee is required to work beyond each respective fourth hour.

23. HOURS OF WORK & OVERTIME: SHIFT WORK

23.1 Definitions

For the purpose of this clause:

- (a) Afternoon shift means any shift finishing after 6.00 p.m and at or before midnight;
- (b) Continuous work means any work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruptions, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer;
- (c) Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m; and
- (d) Rostered shift means of which the employee concerned has had at least 48 hours notice.

23.2 Hours: Continuous Work Shifts

This subclause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed:

- (a) eight in any one day;
- (b) 48 in any one week;
- (c) 88 in 14 consecutive days;
- (d) 152 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the Employer may require:

- (a) a shift shall consist of not more than eight hours, inclusive of crib time;

- (e) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (f) 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked

23.3 Hours: other than Continuous Shift Work

This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed either:

- (a) 38 in any week to be worked in five shifts of up to eight hours;
- (b) 76 in 14 consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than five shifts in any week; or
- (c) 114 in 21 consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

23.4 Shift Work: Penalty Rates for Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

- (a) if employed on continuous work, be paid at the rate of double time; or
- (b) if employed on other shift work, at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked; or
- (c) by arrangement between the employees themselves; or
- (d) for the purpose of effecting the customary rotation of shifts; or
- (e) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Employer to deduct payment for any day on which the employee cannot be usefully employed because of any strike or through any break-down in machinery or of any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Provided that when not less than eight hours' notice has been given to the Employer by the relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved the unrelieved employee shall be paid at the rate of double time.

23.5 Shift Work Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

23.6 Shift Work on Public Holidays and Sundays

- (a) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday shall be paid at the rate of double time.
- (b) Shift workers on other than continuous work for all time worked on a Sunday shall be at double time rates and public holidays shall be paid at the rate of time and a half. Where shifts commence between 11.00 p.m and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- (c) Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (d) The rates prescribed herein shall be in addition to the shift premium prescribed in subclause 23.9 hereof, provided that such rates shall not be cumulative beyond twice the ordinary rate of pay.

23.7 Shift Work on Saturdays

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half.

23.8 Shift work: Variation by agreement

- (a) The method of working shifts may in any case be varied by agreement between the Employer and a majority of affected employees to suit the circumstances of the establishment. In the discussions leading to such agreement the employees may choose to be represented.
- (b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the Employer and a majority of affected employees to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the Employer to the employees. In the discussions leading to such agreement the employees may choose to be represented.

23.9 Shift Work Premiums

- (a) A shift worker whilst on afternoon or night shift shall be paid for such shift fifteen percent more than his ordinary rate.
- (b) An employee who:
 - (i) during a period of engagement on shift, works night shift only;
 - (ii) remains on night shift for a longer period than four consecutive weeks; or

- (iii) works on a night shift, which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle

shall during such engagement period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

23.10 Early Morning Shift – Cleaners

- (a) Subject to subclause (b), a shift worker who commences work before 6:00 am shall be paid an early morning shift allowance of 15% for all work performed before 6:00 am.

- (b) Subclause (a) applies to Streets Employees as well.

24. SPECIAL ENGAGEMENT

24.1 An employee may be engaged on a special engagement to perform work outside the normal spread of hours, by agreement.

24.2 The Ordinary Rate for an employee engaged under this clause shall be the appropriate rate prescribed by clause 15 of the Agreement plus 25 per cent (25%) for Special Engagement.

24.3 Employee in this clause shall mean any of those employees specified in this clause 24 who are specifically employed under this clause and not under clauses 21, 22 or 23.

25. BREAKS

25.1 Time for taking meal breaks

An unpaid meal break of not less than thirty (30) minutes and not more than an hour will be provided no later than five (5) hours from the employee's commencement time.

25.2 Working through lunch breaks

It is recognised by the parties that in some cases operational requirements will result in the need to work through lunch and tea breaks. In such cases breaks will be taken at a mutually agreed time. No penalty payment will result from this arrangement.

25.3 Staggering of meal breaks

Meal breaks may be rostered according to operational requirements, and may be staggered to allow continuous operation of machinery, etc.

25.4 Tea Break

- (a) Every employee shall be allowed without deduction of pay a tea break of twenty (20) minutes per day to be taken during the first part of their working day. Provided that by agreement between the Employer and employee or employees that tea break may be taken at another time or other times, but in not more than two separate periods.

- (b) The time allocated for morning tea, afternoon tea and lunch breaks will be strictly adhered to as far as practicable.

- (c) It is recognised by the parties that in some cases operational requirements will result in the need to work through such breaks. In such cases, breaks will be taken at a mutually agreed time.

26. STARTING POINT

Each employee upon engagement shall be given a starting point which shall be the point of commencement of their daily duty.

The Employer may change an employee's starting point on the following basis:

- (a) on a permanent basis by agreement with the employee;
- (b) on a temporary basis without agreement of the employee; or
- (c) on a permanent basis without agreement of the employee provided that the new starting point is within the same municipality as the old starting point.

27. ANNUAL LEAVE

27.1 The entitlement to and taking of annual leave will be in accordance with this Agreement and the NES. All employees (except casual employees) are entitled to four (4) weeks' annual leave for each year of service with the Employer.

27.2 Payment for Period of Leave

Each employee shall in respect of that period be paid their ordinary pay as if they had worked instead of taking leave.

Where payment is made by electronic funds transfer, payments in respect of annual leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment shall be made

27.3 Annual Leave Exclusive of Public Holidays

When a public holiday prescribed by this Agreement falls within the period of an employee's annual leave that employee shall be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the Employer such days shall be allowed and taken either immediately after the end of the annual leave period or at some later time.

27.4 Leave to Be Taken

- (a) Leave is to taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than 12 months after the right to the leave accrued. A request by an employee for annual leave to be taken shall not be unreasonably withheld.
- (b) Provided further that the employer may approve the taking of annual leave or any period of annual leave being deferred for no longer than 3 years after the right thereto accrued.
- (c) Subject to subclause 27.5 of this Clause, payment shall not be made or taken in lieu of annual leave.

- (d) An employee may be directed to take two (2) weeks annual leave by the Employer at any time where the employee has 250 or more hours of accrued but untaken annual leave (calculated on a monthly basis).

27.5 Annual Leave Loading

In addition to the payment prescribed in 27.2 hereof, an employee shall receive during a period of annual leave a loading of seventeen point five percent (17.5%) calculated at the ordinary rate.

By mutual agreement between the Employer and a majority of employees, the annual leave loading prescribed in this clause shall be paid on the taking of the leave, whether in whole or in part.

An employee who receives shift penalties for their ordinary weekly rostered hours of work may elect to receive the shift penalties that would have been payable had they not taken leave (based on their normal roster of ordinary hours during the annual leave period) in lieu of the annual leave loading set out above (but not both).

27.6 Proportionate Leave on Termination

An employee who after one month's continuous service with the Employer leaves the employment of the Employer or whose employment is terminated by the Employer, other than by summary dismissal, shall be paid an annual leave allowance computed on a pro-rata basis to the last completed week of continuous services as defined in clause 37.6.

27.7 Seven day shift workers

- (a) For the purpose of the NES a shiftworker is defined by clause 27.7(b).
- (b) In addition to the leave hereinbefore prescribed, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days leave including non-working days.
- (c) Where an employee with 12 months continuous service is engaged for part of the twelve-monthly period as a seven day shift worker, they shall be entitled to have the period of leave to which he or she is entitled as prescribed in clause 27.1 hereof increased by half a day for each month he or she is continuously engaged as aforesaid.

28. PERSONAL LEAVE

28.1 Personal Leave is available to an employee when he or she is absent due to:

- (a) Personal illness or injury (sick leave); or
- (b) For the purpose of providing care or support to a member of the employee's immediate family or household member who requires care and support due to personal illness, injury or unexpected emergency (carer's leave).

28.2 Employees will be entitled to and receive paid personal leave of:

- (a) twelve (12) days per year for Streets Employees; and
- (b) ten (10) days per year for all other employees.

28.3 All unused personal leave is fully cumulative from one year to the next.

29. SICK LEAVE

29.1 Subject to this clause, an employee (other than a casual employee), who is absent from duty on account of personal illness or injury other than for which workers' compensation is payable shall be entitled to use their personal leave as sick leave with pay.

Payment will only be made for sick leave if the following Notification and Medical Certificate procedures have been complied with.

29.2 Notification

The employee should make every endeavour to notify the Employer no later than 60 minutes before their starting time on the day he/she is scheduled to work.

The employee will advise the Employer of:

- (a) their inability to attend for work;
- (b) the reason for the absence;
- (c) the estimated duration of the absence; and
- (d) whether they intend to seek medical advice.

29.3 Medical Certificates

- (a) For each period for sick leave exceeding two working days or five single days absences per annum, a satisfactory certificate by a duly qualified medical practitioner shall be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Subject to subclause (b) where it is impracticable for the employee to obtain a medical certificate a statutory declaration by the employee attesting to the matters ordinarily identified in a medical certificate will be provided.
- (b) If the Employer reasonably believes that these provisions may be being abused by an individual, the Employer reserves the right to require a medical certificate to be furnished with respect to any absence.
- (c) Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee shall be required, to provide a certificate from a duly qualified medical practitioner. Subject to subclause (b) where it is impracticable for the employee to obtain a medical certificate a statutory declaration by the employee attesting to the matters ordinarily identified in a medical certificate will be provided.

29.4 Sick Leave Whilst on Annual Leave or Long Service Leave or Public Holidays

- (a) On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of five consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's absence on annual leave or long service leave, such medical evidence shall be provided to the Employer at the earliest reasonable opportunity but no later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.

- (b) The Employer shall:
- (i) debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit; and
 - (ii) grant such employee additional annual leave or long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional annual leave or long service leave shall be taken at a time mutually convenient to the employee and Employer.

Provided that notwithstanding the requirement for a medical certificate, this subclause shall not apply unless the employee notifies the Employer of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

- (c) A public holiday observed during any period of sick leave of an employee shall not be regarded as part of the sick leave.
- (d) To the extent that this clause 29.4 is inconsistent with the NES, the more beneficial terms will apply.

29.5 Carer's Leave

Carer's leave will be provided in accordance with this Agreement and the NES.

29.6 Carer's Leave - use of Personal Leave

An employee required to provide care and support to a member of the employee's immediate family or household member who requires care or support as they are sick or injured or have an unexpected emergency shall be entitled to use any accrued personal leave per year to provide such care and support.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

29.7 Unpaid Carer's Leave

The Employer will provide the employee with two days unpaid carer's leave where the employee is required to provide care or support to a member of the employee's immediate family or household.

The employee may elect, with the consent of the Employer, to take further unpaid leave for the purpose of providing care to a family member who is ill.

29.8 Grievance Process

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

30. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) The Employer recognises that employees sometimes experience family and domestic violence that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff who experience family and domestic violence.
- (b) An employee experiencing family and domestic violence will have access to ten (10) days paid family and domestic violence leave in a 12 month period for medical appointments, legal proceedings and other activities related to family and domestic violence.
 - (i) This leave may be taken as consecutive or single days or as a part day in accordance with the requirements of this Agreement.
 - (ii) Where prior notification is not possible due to short notice of the requirement to avail of it, it may be taken without prior approval and then notified as soon as possible after the event.
 - (iii) Any period of unpaid leave taken related to family and domestic violence will not break the employee's continuity of service.
- (c) Employees experiencing family and domestic violence may request flexible working arrangements, including changes to working times if such changes are necessary for dealing with domestic violence. Such requests will not be unreasonably withheld.
- (d) An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling profession. Such evidence will not form part of the employee records and will be kept confidential.

An employee experiencing family and domestic violence will be offered referral to the employee assistance program and/or other legal resources.
- (e) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

31. COMPASSIONATE LEAVE

31.1 An employee shall, on the death of an immediate member of their family or household be entitled on notice to leave, and such leave shall be without deduction of pay, for a period not exceeding the number of hours worked by the employee on three ordinary days' work.

31.2 Proof of such death may be required by the Employer, provided however, that this clause shall have no operation while the period of entitlement to leave coincides with any other period of entitlement to leave.

31.3 In addition, the Employer may grant compassionate leave without pay on the grounds of sudden and serious illness or other special circumstances which have been shown to exist.

31.4 To the extent that this clause 31 is inconsistent with the NES, the more beneficial terms will apply.

32. PARENTAL LEAVE

32.1 Parental leave (including maternity leave, paternity leave and adoption leave) will be in accordance with the *Fair Work Act 2009* (Cth).

33. DEFENCE FORCES AND EMERGENCY SERVICES LEAVE

33.1 Leave may be granted to an employee to attend camps, courses or Naval, Military or Air Forces schools or where leave is so granted and where the service pay received by such employee is less than their ordinary rate of remuneration as an employee of the Employer then the Employer shall pay to the employee the amount of the difference between their service pay and their ordinary remuneration.

33.2 An employee who is also a member of a voluntary emergency service association will be granted such leave as is required from time to time to attend emergency callouts in their region without loss of pay.

33.3 Provided however, that the duration of such an absence is kept to a minimum and, wherever possible, advance notice is given to the Employer.

33.4 If the employee is called to attend an emergency outside their region, payment will only be made at the discretion of the Employer.

33.5 This clause 33 applies to Australian Defence forces or emergency services only.

33.6 Any additional Community Service Leave is provided for in the NES.

34. BLOOD DONORS

34.1 An employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two (2) hours on each occasion and subject to a maximum of four (4) separate absences for the purpose of donating blood each calendar year.

34.2 Provided further that such employee shall arrange for such absence to be on a day suitable to the Employer and be as close as possible to the beginning or ending of the employee's normal working hours.

34.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance, shall first be furnished to the satisfaction of the Employer.

34.4 Further the employee shall notify the Employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

35. LONG SERVICE LEAVE

35.1 Long service leave will be in accordance with the Victorian *Long Service Leave Act 2018* save for the following:

- (a) For Streets Employees:
 - (i) service prior to 31 March 2007 will accrue long service leave at the rate of 13 weeks after 15 years (0.867 weeks for each completed year of continuous service); and
 - (ii) service after 31 March 2007 will accrue long service leave at the rate of 13 weeks after 10 years (1.3 weeks for each completed year of continuous service).
- (b) For other employees long service leave will accrue at the rate of 13 weeks after 10 years (1.3 weeks for each completed year of continuous service).
- (c) All employees may access pro rata long service leave after seven years of continuous service.

36. PUBLIC HOLIDAYS

36.1 All full-time and permanent part-time employees will be entitled to the following public holidays without loss of pay:

- New Years Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day
- Any other day declared by or under a law of the State of Victoria to be observed generally within the State or a region of the State as a public holiday.

36.2 When a public holiday falls on a Saturday or a Sunday, the following Monday and/or Tuesday shall be granted as the substitute day/s.

36.3 Work performed on a public holiday, listed above, shall be paid for at double time and one

half for the time so worked with four hours minimum applying.

- 36.4 If a full-time or permanent part-time employee is regularly rostered on a day that a public holiday falls, they should either be rostered to work on such public holiday or be paid for the hours that they would normally have worked.

37. TERMINATION OF EMPLOYMENT

- 37.1 In order to terminate the employment of an employee the Employer shall give to the employee at least the following period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 37.2 In addition to the notice in clause 37.1 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.

- 37.3 Payment in lieu of the notice prescribed in clauses 37.1 and/or 37.2 hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 37.4 In calculating any payment in lieu of notice, the full rate of pay an employee would have received in respect of the hours they would have worked during the period of notice had their employment not been terminated shall be used.

- 37.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

- 37.6 For the purposes of this clause, in calculating the continuity of service, the following absences shall delay by their period the completion of one year of continuous service, but shall not break continuity of an employee's service:

- (a) Absence without leave;
- (b) Subject to clause 37.6(c) hereof, leave without pay granted upon the employee's request;
- (c) Subject to clause 37.6(d) hereof, unpaid sick leave the total period of which in one year exceeds one month;
- (d) Unpaid sick leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by the Employer, the employee engages otherwise than in the service of the Employer and for which activity or employment that employee receives any wage, salary, allowance, honorarium or other remuneration of any kind;

- (e) To the extent to which it exceeds 26 weeks in the one year of employment, any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to workers' compensation legislation.

All other absences shall be counted as part of an employee's continuous service.

37.7 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of the Employer, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

37.8 Time off during notice period

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

37.9 Statement of employment

The Employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

38. REDUNDANCY & REDEPLOYMENT

38.1 Overriding principle

Where jobs are in excess to requirements due to (for example) turnover of contracts or action taken to retain or improve current contracts, the overriding aim will be to find alternative employment for employees who are displaced within a reasonable distance from their usual home residence, with either the incoming contractor or the Company.

Whilst not excluding the possibility of redundancies, redundancy payments will only be payable where the Employer has exhausted all reasonable redeployment options.

38.2 Redeployment

The Employer will, wherever practicable, redeploy employees whose positions have become excess to requirements, using opportunities, arising as a result of normal employee turnover and attrition and controlling external appointments.

In the event that the Employer is able to successfully redeploy an affected employee whose position has become excess to requirements, but the redeployment position is at a lower classification to the affected Employee's current classification, then the Employer will maintain the affected employee's salary at their previous classification, inclusive of any pay increases as provided by this Agreement for a period of 3 months.

38.3 Redundancy

An employee is redundant when all opportunities for redeployment have been exhausted.

An employee who is redundant will be entitled to the following on termination:

(a) Separation Payment

- (i) Two (2) weeks' pay for each completed year of service with the Employer and pro-rata for each additional completed month of service up to a maximum of 52 weeks.
- (ii) "Week's pay" means the ordinary time rate of pay for a week for the employee concerned.

38.4 Statement

The Employer shall provide to employees concerned, a statement of the amount of retrenchment payment and other entitlements two weeks prior to them ceasing work.

38.5 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in this clause, the employee shall be entitled to a period of notice of transfer equal to the number of weeks separation payment they would have been entitled to under subclause 38.3 if their employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

38.6 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 38.3 hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

38.7 Alternative employment

The Employer, in a particular redundancy case, may make application to the FWC to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an employee.

38.8 Time off during notice period

The Employer shall allow reasonable time off with pay to attend prospective interviews subject to production of satisfactory evidence of such interviews.

38.9 Transmission of Business

Where a business is before or after the date of this Agreement, transferred from the Employer (in this clause called the transferor) to another employer (in this clause called the transferee) and an employee who at the time of such transfer was an employee of the transferor in that business becomes an employee of the transferee:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transfer; and
- (b) the period of employment which the employee has had with the transferor or any prior transferor shall be deemed to be service of the employee with the transferee; and

- (c) the Employer will have no obligation to make a severance payment to that employee.

In this clause business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

38.10 Employees with less than one year's service

With the exception of clause 38.9, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

38.11 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

38.12 Alternative Employment

Redundancy does not occur and a separation payment is not required when:

- (a) The employee of the outgoing contractor (Employer) is offered acceptable employment* with the incoming contractor; and

The outgoing contractor (Employer) has paid the employee all of the employee's accrued statutory entitlements on termination of the employee's employment; or

- (b) The Employer obtains acceptable alternative employment for the employee.

* acceptable employment is a job that is equal to or better overall and is equivalent in job scope, wage and conditions (full time to full time etc).

38.13 Interaction with the NES

In applying this clause 38 the Employer will observe the requirements of the NES, and in particular, its obligations under s. 119 of the *Fair Work Act 2009* in the calculation of entitlements of redundant employees. This means it will apply those provisions as a minimum unless an employee would be better off under the terms of this agreement.

39. ABANDONMENT OF EMPLOYMENT

An employee seeking leave of absence from work must obtain authorisation for the absence by notifying the Employer and obtaining the Employer's consent, which shall not be unreasonably withheld.

Except as otherwise provided in this clause, an employee who is absent from work for a period of five (5) working days shall be regarded as having abandoned their employment unless they can establish to the Employer's satisfaction a "reasonable cause" for the absence within this time:

- (a) their last attendance at work; or

- (b) their last authorised absence;

whichever is the later. Provided the Employer shall take reasonable steps to ascertain the cause of the employee's absence prior to deeming employment to have been terminated in accordance with this clause.

Subject to notice requirements in clause 37, if an employee terminates their employment by abandonment, the termination shall operate from the date of:

- (a) their last attendance at work; or
- (c) their last authorised absence

whichever is the later.

An employee who is absent from work during the period of notice without reasonable cause shall be deemed to have abandoned the employment, provided that it is the responsibility of the employee to provide proof of "reasonable cause" if they are absent during the period of notice.

40. CLOTHING, EQUIPMENT AND TOOLS

40.1 Personal Protective Equipment (PPE) & Uniforms

Employees shall be provided with suitable PPE and uniform as the Employer considers is desirable for the job. Such PPE/uniform shall be worn by the employee.

PPE and other equipment shall remain the property of the Employer at all times. Should any employee on leaving the Employer's service fail to return any PPE or equipment, the property of the Employer, the Employer may deduct from the employee's final wages the value of the articles.

PPE/uniform are to be laundered by the employee to maintain them in a presentable condition.

40.2 Loss/Damage of Clothing and/Personal Items

- (a) Providing the employee has exercised due care, the Employer shall be responsible up to a maximum of \$450.00 for an employee's clothing and/or personal items in the following circumstances:
 - (i) Items that may be damaged by fire or other disaster in a changing room or other shelter provided or nominated by the Employer; or
 - (ii) Items spoiled or destroyed while on duty because of disinfectants or adds or by any order of an authority connected with the work operation; or
 - (iii) Items such as spectacles and mobile telephones damaged by crushing or impact, fire, molten metal, corrosive substances and or immersion in fluids where such items are necessarily used in the performance of the employee's duty; or
 - (iv) Items stolen from employees. No reimbursement will be provided where the Employer provides secure lockers and the employee does not use or properly secure the lockers provided.

- (b) Where an employee, during the course of employment suffers loss or damage to spectacles, compensation shall be made by the Employer to the extent of the loss or damage sustained provided that such loss or damage is not in any way caused by the employee's own act of negligence.
- (c) Provided that such destruction is not in any way caused by the employee's own act or neglect.
- (d) Provided further that this clause shall not apply when an employee is entitled to Workers' Compensation in respect to the damage.

40.3 Company provided tool of trade vehicles

Where an employee has been allocated a company 'tool of trade' vehicle to enable the transportation of tools and equipment from site to site, the employee shall be permitted reasonable private use of that vehicle outside of rostered working hours including weekends. Such use shall be in accordance with the Employer tool of trade or vehicle policy as varied from time to time.

Private use of a tool of trade vehicle is restricted to the employee and family members of the employee are not allowed to drive the vehicle without prior written permission from Employer management.

The company will not pay for the cost of damage to a vehicle resulting in carelessness or negligence by the employee particular when the vehicle is not being used for business purposes.

40.4 Company provided two way radios

- (a) If an employee is provided a two way radio by the Employer, the employee must use the radio with reasonable care.
- (b) The radio is never to be left unattended by the employee.
- (c) The radio is to be used for work purposes only and all communication on the radio must be of a professional manner.
- (d) An employee may face disciplinary action if the radio is lost or damage while in the employee's possession or custody.

41. ACCIDENT MAKE UP PAY

- 41.1 The Employer shall pay an employee accident make up pay if the employee receives an injury or suffers an illness for which weekly compensations of payment are payable by or on behalf of the Employer pursuant to the provisions of the *Accident Compensation Act 1985* (Vic) and the *Accident Compensation (Work Cover) Act 1992* (Vic).
- 41.2 Accident make up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Accident Compensation Act 1985* (Vic) and the *Accident Compensation (Work Cover) Act 1992* (Vic) and the employee's weekly ordinary time rate of pay, or in the case of a part-time employee, a ordinary time rate of pay, or where the incapacity is for a period of less than one week, the difference between the amount of compensation and the pro rata ordinary time rate of pay for the period.
- 41.3 The Employer shall pay or cause to be paid accident make up pay during the incapacity of the employee within the meaning of the *Accident Compensation Act 1985* (Vic) and/or the *Accident Compensation (Work Cover) Act 1992* (Vic) until:
- (a) The incapacity ceases;
 - (b) The expiration of a continuous period of:
 - (i) 39 weeks or an aggregate of 39 weeks, whichever occurs first, for Streets Employees; and
 - (ii) 26 weeks for all other employees.
- 41.4 The liability of the Employer to pay accident make up pay in accordance with this clause shall arise as at the date of the injury or illness in respect of which compensation is payable.
- 41.5 The termination of the employee's employment for any reason during the period of any incapacity shall not affect the liability of the Employer to pay accident make up pay as provided in this clause, save that if the termination is on account of serious and wilful misconduct of the employee, payment shall not continue beyond the date of termination.
- 41.6 In the event the employee receives a lump sum in redemption of weekly payments, the liability of the Employer to pay accident make up pay shall cease from the date of redemption.
- 41.7 Notwithstanding the provisions of this clause:
- (a) The liability to pay accident make up pay to any casual, limited tenure or employees who retire (including Streets Employees), shall cease at the expiration of such engagement or 26 weeks, whichever is the lesser period; and
 - (b) Where an employee (including a Streets Employee) had given notice of his or her intention to retire and is injured prior to the notified date of retirement, the liability to pay make up accident pay shall cease at the date on which the employee was due to retire or 26 weeks, whichever is the lesser period.

42. INTRODUCTION OF CHANGE IN THE WORKPLACE

- 42.1 This term applies if the employer:

- (a) 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
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

42.2 For a major change referred to in paragraph (42.1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (42.3) to (42.9) apply.

42.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

42.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

42.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

42.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

42.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

42.8 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 paragraph 42.2(a) and subclauses (42.3) and (42.5) are taken not to apply.

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

42.10 For a change referred to in paragraph (42.1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (42.11) to (42.15) apply.

42.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

42.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

42.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) 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).

42.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

42.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

42.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (42.1).

43. DISPUTE SETTLEMENT PROCEDURE

43.1 Resolution of Disputes and Grievances

- (a) Unless otherwise provided by this Agreement, a dispute or grievance over the application of this Agreement or the National Employment Standards between an employee or group of employees and the Employer must be dealt with in accordance with this clause. A dispute that is not over the application of this Agreement may be dealt with in accordance with this clause, including referral to arbitration, by agreement in writing at the time between the employee(s) affected and the Employer.
- (b) A party (which includes an employee) may choose to be represented at any stage during the dispute resolution procedure by a representative of their choice. At the first stage it would be expected that other than in special circumstances the parties to the dispute or grievance would attempt to resolve the matter directly without representation.

43.2 Obligations of the Parties

- (a) The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue as directed in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the employee to perform.
- (c) No party will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

43.3 Internal Process

- (a) If the dispute or grievance falls within the scope of the Employer's internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.
- (b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that subclauses 43.4(a) and 43.4(b) will not apply to the extent that their requirements have been satisfied as part of an internal review process.

43.4 Discussion of Grievance or Dispute

- (a) First Stage - The dispute or grievance must first be discussed by the aggrieved employee(s) with the employee(s) immediate supervisor.

- (b) Second Stage - If the matter is not settled, the employee(s) can request that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.
- (c) Third Stage - If the matter is not settled, a party to the Agreement may apply to the FWC to have the dispute or grievance dealt with by conciliation.

43.5 Conciliation

- (a) Where a dispute or grievance is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
 - (i) Conferences of the parties or their representatives presided over by the member; and
 - (ii) For the parties or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) The parties have reached agreement on the settlement of the grievance and dispute; or
 - (ii) The member of the FWC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for settlement of the grievance or dispute; or
 - (iii) The parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

43.6 Arbitration

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the FWC proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Subject to clause 44 below, the determination of the FWC is binding upon the parties, including the employees.
- (d) An appeal lies to the Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

44. NO EXTRA CLAIMS

This Agreement constitutes a full settlement of all claims advanced or able to be advanced by employees during the life of this Agreement and covers all matters or claims regarding

the employment of employees which could otherwise be the subject of protected action pursuant to the *Fair Work Act 2009* (Cth) or any other relevant legislation.

45. FLEXIBILITY

- 45.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement if the agreement deals with one (1) of the following matters:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 45.2 The Employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 45.3 The agreement between the Employer and the individual employee must:
- (a) be confined to a variation in the application of one (1) of the terms listed in clause 45.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 45.4 The agreement between the Employer and the individual employee must also:
- (a) be in writing, namely the parties to the agreement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the Employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual employee;
 - (d) detail how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) state the date the agreement commences to operate.
- 45.5 The Employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 45.6 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 45.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's comprehension of written English is limited, the

employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

45.8 The agreement may be terminated:

- (a) by the Employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the Employer and the individual employee.

46. WRITTEN WARNINGS

In the event that the Employer issues a written warning to an employee that warning letter will be removed from the employee's file after 12 months. This does not apply in circumstances where the Employer has chosen to issue a first and final warning for serious misconduct.

47. WORKPLACE DELEGATES RIGHTS

47.1 Representation and Access to Facilities

Workplace delegates' rights will be provided in accordance with section 350C of the *Fair Work Act 2009* (Cth). Workplace delegates shall be empowered and provided with the necessary facilities, including access to email and noticeboards, to address staff representation issues as required.

47.2 Inductions

Workplace delegates will be welcome to attend induction sessions to explain the role and function of the union and to present information to new employees on the benefits of union membership.

47.3 Access to Training for Workplace Delegates

The Employer will provide each workplace delegate with up to 5 days of paid time during normal working hours for initial training, and at least one day each subsequent year, to attend training related to the representation of the industrial interests of eligible employees. The workplace delegate must give the Employer at least 5 weeks' notice of the training (or a lesser period as agreed), along with the start and finish times of the training and the name of the training provider.

47.4 Payment for Workplace Delegates Training

Payment for attendance at training, as provided for in clause 47.3, will be made for the hours the workplace delegate would have been rostered or required to work on that day if they had not been absent to attend the training. The Employer is not required to provide paid training time for more than one workplace delegate per 45 eligible employees.

48. RIGHT TO DISCONNECT

The right to disconnect is provided for in Division 6 of Part 2-9 of the *Fair Work Act 2009* (Cth).

Signed for and on behalf of SPOTLESS FACILITY SERVICES PTY LTD

(Signature)

A handwritten signature in blue ink, consisting of several stylized, overlapping loops and lines, positioned above a horizontal line.

Name: DAMIEN NORTH

Address: 39 DELHI ROAD, NORTH RYDE NSW 2113

Authority to sign: GROUP HEAD INDUSTRIAL RELATIONS

Signed for and on behalf of the AUSTRALIAN SERVICES UNION

(Signature)

Name:

Address:

Authority to sign:

APPENDIX A – RATES OF PAY AND ALLOWANCES

Wages will increase from the first full pay period following the date shown in the tables below.

Rates of Pay – 1 October 2024 (+4% from current rates under the *Spotless Street Cleaning Agreement 2021*)

Cleaning Employee	p/wk	p/hr
Band 1	\$951.75	\$25.05

	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr
Streets Employee	A	A	B	B	C	C	D	D
Band 1	\$998.26	\$26.27	\$1,015.11	\$26.72	\$1,032.75	\$27.18	\$1,051.38	\$27.66
Band 2	\$1,103.58	\$29.04	\$1,124.01	\$29.58	\$1,146.25	\$30.16	\$1,153.96	\$30.37
Band 3	\$1,143.07	\$30.08	\$1,165.77	\$30.68	\$1,189.83	\$31.31	\$1,214.35	\$31.96
Band 4	\$1,271.55	\$33.46	\$1,297.41	\$34.14	\$1,323.30	\$34.82	\$1,350.08	\$35.53

Rates of Pay - 1 October 2025 (+3.25%)

Cleaning Employee	p/wk	p/hr
Band 1	\$982.68	\$25.86

	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr
Streets Employee	A	A	B	B	C	C	D	D
Band 1	\$1,030.71	\$27.12	\$1,048.10	\$27.59	\$1,066.32	\$28.06	\$1,085.55	\$28.56
Band 2	\$1,139.44	\$29.98	\$1,160.54	\$30.54	\$1,183.50	\$31.14	\$1,191.47	\$31.35
Band 3	\$1,180.22	\$31.05	\$1,203.65	\$31.68	\$1,228.50	\$32.33	\$1,253.81	\$33.00
Band 4	\$1,312.87	\$34.54	\$1,339.58	\$35.25	\$1,366.30	\$35.95	\$1,393.95	\$36.68

Rates of Pay - 1 October 2026 (+3.25%)

Cleaning Employee	p/wk	p/hr
Band 1	\$1,014.62	\$26.70

	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr	p/wk	p/hr
Streets Employee	A	A	B	B	C	C	D	D
Band 1	\$1,064.21	\$28.01	\$1,082.17	\$28.48	\$1,100.97	\$28.97	\$1,120.83	\$29.49
Band 2	\$1,176.47	\$30.95	\$1,198.26	\$31.53	\$1,221.96	\$32.15	\$1,230.19	\$32.30
Band 3	\$1,218.58	\$32.06	\$1,242.77	\$32.71	\$1,268.43	\$33.38	\$1,294.56	\$33.99
Band 4	\$1,355.54	\$35.67	\$1,383.11	\$36.40	\$1,410.71	\$37.12	\$1,439.26	\$37.78

Allowances will increase from the first full pay period following the date shown in the tables below.

Cleaning Employees

Allowance	01-Oct-24	01-Oct-25	01-Oct-26
Toilet Allowance - per shift (Clause 16.3)	\$3.67	\$3.79	\$3.91

Streets Employees

Allowance	Per year
EFT Allowance (Clause 13.7)	\$130.05

All Employees

Allowance	01-Oct-24	01-Oct-25	01-Oct-26
Employee in charge - 2-6 staff - per week (Clause 16.1a)	\$24.89	\$25.70	\$26.53
Employee in charge - 7-15 staff - per week (Clause 16.1b)	\$39.00	\$40.27	\$41.58
Employee in charge - >15 staff - per week (Clause 16.1c)	\$48.94	\$50.53	\$52.18
Vehicle allowance (motor vehicles more than 4 cylinders) - per km (Clause 16.2.a.i)	\$1.50	\$1.55	\$1.60
Vehicle allowance (motor vehicles less than 4 cylinders) - per km (Clause 16.2.a.i)	\$1.24	\$1.28	\$1.32
Vehicle allowance (motor cycle 250cc and over) - per km (Clause 16.2.a.ii)	\$0.71	\$0.73	\$0.75
Vehicle allowance (motor cycle under 250cc) - per km (Clause 16.2.a.ii)	\$0.54	\$0.56	\$0.58
Vehicle allowance (bicycles) - per km (Clause 16.2.a.iii)	\$0.18	\$0.18	\$0.19
First Aid Allowance - per shift (Clause 16.4b)	\$3.12	\$3.22	\$3.33
Meal Allowance - first (Clause 22.6a)	\$23.92	\$24.70	\$25.50

Meal Allowance - second (Clause 22.6a)	\$15.26	\$15.75	\$16.26
---	---------	---------	---------