

Cleaning Services Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2018 ([PR606346](#), [PR606504](#), [PR606630](#)).

Clause(s) affected by the most recent variation(s):

- 16—Minimum wages
- 17—Allowances
- 21—National training wage
- Schedule F—Supported Wage System

Current review matter(s): [AM2014/47](#); [AM2014/69](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Cleaning Services Award 2010*.

2. Commencement and transitional

[Varied by [PR991646](#), [PR996490](#), [PR542142](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Subject to the provisions in Schedule A—Savings Provisions, nothing in this award requires an employer to maintain or increase any overaward payment.

[2.3 varied by [PR996490](#) from 23Apr10]

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. The transitional arrangements are in Schedule B—Transitional Provisions – other than shopping trolley collection contractors and Schedule C—Transitional Provisions – for employees of shopping trolley collection contractors. The transitional arrangements in Schedule B and Schedule C deal with:

- minimum wages;
- casual or part-time loadings;
- Saturday, Sunday, public holiday, evening or other penalties; and
- shift allowances/penalties.

[2.4 varied by [PR542142](#) ppc 04Dec13]

2.4 Neither the making of this award, nor the operation of any transitional arrangements, is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542142](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542142](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

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- (a) on its own initiative; or
- (b) on application by an employer, employee or organisation covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award.

3. Definitions and interpretation

[Varied by [PR991646](#), [PR994435](#), [PR997772](#), [PR503626](#), [PR545989](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994435](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

[Definition of **Commission** deleted by [PR994435](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545989](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545989](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503626](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503626](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994435](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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[Definition of **employer** substituted by [PR994435](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994435](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994435](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **enterprise NAPSAs** deleted by [PR994435](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545989](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **MySuper product** inserted by [PR545989](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **NAPSA** substituted by [PR994435](#) from 01Jan10]

NAPSA means notional agreement preserving a State award and has the meaning in the *Workplace Relations Act 1996* (Cth)

[Definition of **NES** substituted by [PR994435](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994435](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

ordinary pay is defined in clause 29.3

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

shiftworker is defined in clause 29.2

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

[Definition of **transitional minimum wage instrument** inserted by [PR994435](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

4. Coverage

[Varied by [PR994435](#)]

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

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

(a) cleaning (including event cleaning, trolley collection and hygiene and pollution control but excluding trolley collection covered by the *General Retail Industry Award 2010*); and

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

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

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

[4.5 substituted by [PR994435](#) from 01Jan10]

4.5 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.6, 4.7 and 4.8 inserted by [PR994435](#) from 01Jan10]

4.6 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.7 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.8 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.6 and 4.7 renumbered as 4.9 and varied by [PR994435](#) from 01Jan10]

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

[Varied by [PR542142](#)]

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542142](#) ppc 04Dec13]

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by [PR542142](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542142](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 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.

[Note inserted by [PR542142](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542142](#) ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542142](#) ppc 04Dec13]

- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

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

(b) Employer to discuss change

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

8.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Consultation regarding change of contract

[Varied by [PR543432](#)]

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

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

- 9.4** The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.

[9.5 inserted by [PR543432](#) ppc 21Oct13]

- 9.5** The incoming contractor must, as soon as practicable after making any offer of employment to employees of the outgoing contractor, provide notification of the offer being made and the terms of the offer to the outgoing contractor and to any representative, including a relevant union, nominated by the employee.

10. Dispute resolution

[Varied by [PR994435](#), [PR542142](#)]

- 10.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[10.2 varied by [PR994435](#), [PR542142](#) ppc 04Dec13]

- 10.2** If a dispute about a matter under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[10.3 varied by [PR994435](#), [PR542142](#) ppc 04Dec13]

- 10.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[10.4 varied by [PR994435](#), [PR542142](#) ppc 04Dec13]

- 10.4** Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

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

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

11. Dispute resolution procedure training leave

- 11.1** Subject to clauses 11.7, 11.8 and 11.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend

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courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement that provides it is to be read in conjunction with this award.

- 11.2** An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 11.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 11.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 11.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 11.6** Leave of absence granted pursuant to this clause counts as service for all purposes of this award.
- 11.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, **an eligible employee representative** is an employee:
- (a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and
 - (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution training leave according to the following quota table:

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

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

the enterprise or workplace to which the procedure established under clause 10—Dispute resolution applies.

Part 3—Types of Employment and Termination of Employment

12. Employment categories

[Varied by [PR995393](#)]

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

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

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

12.3 Full-time employment

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

12.4 Part-time employment

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

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accordance with clause 12.4(a) will be subject to the provisions of clause 28—
Overtime.

- (e) Subject to clause 12.4(b)(iii), a part-time employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

12.5 Casual employment

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

(a) Casual loading

[12.5(a) substituted by [PR995393](#) ppc 26Mar10]

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

13. Termination of employment

13.1 Notice of termination is provided for in the NES.

13.2 Notice of termination by an employee

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

13.3 Job search entitlement

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

14. Redundancy

[Varied by [PR991646](#), [PR991925](#), [PR994435](#), [PR503626](#), [PR561478](#)]

14.1 Redundancy pay is provided for in the NES.

14.2 Transfer to lower paid duties

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

14.3 Employee leaving during notice period

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

14.4 Job search entitlement

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

14.5 Change of contract

- (a) This clause applies in addition to clause 9—Consultation regarding change of contract and section 120(1)(b)(i) of the Act and applies on the change of a cleaning contract from one cleaning contractor (the outgoing contractor) to another (the incoming contractor).
- (b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:
 - (i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and
 - (ii) the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.

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- (c) To avoid doubt, section 119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

14.6 Transitional provisions – NAPSA employees

[14.6 varied by [PR994435](#); renamed by [PR503626](#); deleted by [PR561478](#) ppc 05Mar15]

14.7 Transitional provisions – Division 2B State employees

[14.7 inserted by [PR503626](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

15. Classifications

15.1 Classifications are set out in Schedule D—Classifications. An employee, other than an excluded employee, must be employed in a classification in Schedule D and paid as such.

15.2 Despite an employee’s classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee’s level of skill, competence and training.

16. Minimum wages

[16 substituted by [PR996490](#) ppc 23Apr10; varied by [PR997366](#), [PR998689](#), [PR509053](#), [PR522884](#), [PR536687](#), [PR551610](#), [PR566691](#), [PR579784](#), [PR592118](#), [PR606346](#)]

[Preamble substituted by [PR551610](#); deleted by [PR566691](#) ppc 01Jul15]

[16.1 varied by [PR998689](#), [PR509053](#), [PR522884](#), [PR536687](#), [PR551610](#), [PR566691](#), [PR579784](#), [PR592118](#), [PR606346](#) ppc 01Jul18]

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

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Cleaning Service Employee		
Level 1	768.10	20.21
Level 2	794.70	20.91
Level 3	837.40	22.04

16.2 Junior rates for employees of shopping trolley collection contractors only

Junior employees of shopping trolley collection contractors will be paid the following percentage of the appropriate wage rate in clause 16.1:

Age	% of weekly rate of pay
Under 16 years of age	45

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Age	% of weekly rate of pay
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

17. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR991646](#), [PR994435](#), [PR998135](#), [PR509175](#), [PR523005](#), [PR536808](#), [PR543432](#), [PR551731](#), [PR561478](#), [PR566832](#), [PR579528](#), [PR592280](#), [PR606504](#)]

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

17.1 Broken shift allowance

[17.1 substituted by [PR543432](#) ppc 21Oct13]

An employee who works a broken shift will be paid an allowance of 0.458% of the standard rate per day up to a maximum of 2.29% of the standard rate per week. For the purposes of this award a broken shift is a shift where an employee works in two separate periods of duty on any day within a maximum spread of thirteen 13 hours and where the break between periods exceeds one hour.

17.2 Disability allowances

(a) Cold places

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

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

(b) Hot places

An employee working for more than one hour:

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

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- (ii) in a place or places where the temperature exceeds 54 degrees Celsius will be paid an additional 0.081% of the [standard rate](#) per hour.

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

(c) Height

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

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

17.3 District allowances

[17.3 varied by [PR994435](#); deleted by [PR561478](#) ppc 05Mar15]

17.3 Employee using own transport

[17.4 varied by [PR523005](#), [PR536808](#), [PR551731](#) ppc 01Jul14; 17.4 renumbered as 17.3 by [PR561478](#) ppc 05Mar15]

An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid an allowance of \$0.78 per kilometre travelled. Where a motor cycle is used the allowance will be \$0.26 per kilometre travelled.

17.4 First aid allowance

[17.5 renumbered as 17.4 by [PR561478](#) ppc 05Mar15]

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

17.5 Leading hand allowance

[17.6 renumbered as 17.5 by [PR561478](#) ppc 05Mar15]

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

Number of employees	% of the standard rate per week
1 to 10 employees	6.00
11 to 20 employees	7.72
Over 20 employees	9.44

17.6 Meal allowance

[17.7 varied by [PR998135](#), [PR509175](#), [PR523005](#), [PR536808](#), [PR551731](#); 17.7 renumbered as 17.6 by [PR561478](#) ppc 05Mar15; varied by [PR566832](#), [PR579528](#), [PR592280](#), [PR606504](#) ppc 01Jul18]

An employee required to work an additional two hours without being notified on the previous day or earlier that they will be so required to work will be paid a meal allowance of \$13.05 or supplied with a meal instead.

17.7 Refuse collection

[17.8 renumbered as 17.7 by [PR561478](#) ppc 05Mar15]

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

17.8 Toilet cleaning allowance

[17.9 renumbered as 17.8 by [PR561478](#) ppc 05Mar15]

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

17.9 Travel time and fares

[17.10 renumbered as 17.9 by [PR561478](#) ppc 05Mar15]

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

17.10 Uniform allowance

[17.11 renumbered as 17.10 by [PR561478](#) ppc 05Mar15]

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

17.11 Adjustment of expense-related allowances

[17.12 renumbered as 17.11 by [PR561478](#) ppc 05Mar15]

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

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

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Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

18. Accident pay

[Varied by [PR994435](#), [PR503626](#); deleted by [PR561478](#) ppc 05Mar15]

19. Higher duties

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

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

20. Payment of wages

[20 varied by [PR588644](#)]

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

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

[20.3 substituted by [PR588644](#) ppc 16Dec16]

20.3 Where an employee is paid by cash or cheque and the employee is left waiting at the workplace to be paid, the employee will be paid at ordinary rates for the duration spent waiting at the workplace for payment.

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

21. National training wage

[Varied by [PR991646](#); substituted by [PR593817](#) ppc 01Jul17; varied by [PR606346](#)]

21.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[21.2 varied by [PR606346](#) ppc 01Jul18]

- 21.2** This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Cleaning Services Award 2010* and not the *Miscellaneous Award 2010*.

22. Supported wage system

[Varied by [PR991646](#)]

See Schedule F

23. Superannuation

[Varied by [PR994921](#), [PR994435](#), [PR545989](#)]

23.1 Superannuation legislation

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

23.2 Employer contributions

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

23.3 Voluntary employee contributions

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

23.4 Absence from work

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

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

23.5 Superannuation fund

[23.5 varied by [PR994435](#) from 01Jan10]

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

- (a) AustralianSuper;
- (b) SunSuper;

[23.5(c) inserted by [PR994921](#) ppc 12Mar10; deleted by [PR545989](#) ppc 01Jan14]

[23.5(c) renumbered as 23.5(d) by [PR994921](#) ppc 12Mar10, renumbered as 23.5(c) and varied by [PR545989](#) ppc 01Jan14]

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

[New clause 23.5(d) inserted by [PR545989](#) ppc 01Jan14]

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

Part 5—Hours of Work and Related Matters

24. Ordinary hours of work

[Varied by [PR995393](#), [PR502506](#), [PR543432](#)]

24.1 Full-time employees

[New 24.1(a) inserted by [PR502506](#) ppc 06Oct10]

- (a) Subject to clause 24.3, the ordinary working hours for full time employees (as defined in clause 12.3) will not exceed 38 hours per week to be worked in periods of not more than 7.6 hours per day, in not more than five days, on any day Monday to Sunday inclusive.
- (b) However, ordinary hours can average 38 per week to be worked in not more than 152 hours over a four week cycle, on any day Monday to Sunday inclusive.
- (c) The average of 38 hours per week is to be worked in the following ways:
 - (i) five days of not more than 7.6 hours per day;
 - (ii) a 19 day month of eight hours per day;
 - (iii) 152 hours within a work cycle not exceeding 28 consecutive days in establishments where the method of banking of rostered days off is implemented; or
 - (iv) by mutual agreement between the employer and the majority of employees, employees may be rostered for up to 10 hours per day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (d) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee will not be entitled to more than 12 such rostered days off in any 12 month period.
- (e) The ordinary hours of work having been determined by the employer and employee in accordance with clause 24.1(c) will not be altered without the giving of one week's notice except in the case of emergency.
- (f) Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.

24.2 Part-time and casual employees

[New 24.2(a) inserted by [PR995393](#), [PR502506](#) ppc 06Oct10]

- (a) Subject to the clause 24.3, the ordinary hours of work will be worked in periods of not more than 7.6 hours per day, on not more than five days, Monday to Sunday inclusive.

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[24.2(a) to (h) renumbered as 24.2(b) to (i) by [PR995393](#) ppc 26Mar10]

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

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

- (i) For all States and Territories (excluding New South Wales and the ACT) the minimum engagement for part-time and casual employees will be:
 - three hours on a Sunday or Public holiday; and
 - two hours on a Monday to Saturday.Provided that where the employee is the sole person employed on the premises, on a Monday to Saturday, the minimum will be one hour.
- (ii) For New South Wales and the ACT, the minimum engagement for part-time and casual employees will be:
 - three hours at the appropriate hourly rate for each start.

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

24.3 Effect of breaks on ordinary hours of work

[24.3 inserted by [PR502506](#) ppc 06Oct10]

- (a) The paid meal break provided for in clause 26.1, is included in the 7.6 hours per day for full-time employees and also counts as time worked for part-time and casual employees.
- (b) The unpaid meal break provided in clause 26.2, is not included in the 7.6 hours per day for full-time employees and does not count as time worked for part-time and casual employees.
- (c) The paid tea breaks in clauses 26.1 and 26.2, are included in the 7.6 hours per day for full-time employees, and also count as time worked for part-time and casual employees.

24.4 Breaks between shifts

[24.3 renumbered as 24.4 by [PR502506](#) ppc 06Oct10]

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

24.5 Days off per week

[24.4 remembered as 24.5 by [PR502506](#) ppc 06Oct10]

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

24.6 Call back for non-cleaning purposes

[24.6 inserted by [PR543432](#) ppc 21Oct13]

- (a) Despite anything else to the contrary elsewhere in this award, an employee directed by the employer to attend the employer's premises and/or the premises of a client of the employer to perform administrative duties or for disciplinary or counselling interviews, after leaving the place of employment (whether notified before or after leaving the place of employment), must be paid as specified below:
 - (i) where such attendance is required on a Monday to Friday, the employee must be paid a minimum payment of two 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 hours at the appropriate Saturday rate for each such attendance;

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- (iii) where such attendance is required on a Sunday the employee must be paid a minimum payment of four hours at the appropriate Sunday rate for each such attendance.
- (b) This clause will only apply where the employee is specifically directed by the employer to attend the employer's premises and/or the premises of a client of the employer to perform duties contemplated by clause 24.6(a). It will not apply where a period of attendance is continuous with the completion or commencement of ordinary working time or overtime in clause 28.
- (c) This clause does not apply where an employee is required to attend an employer's premises, or any other premises, for the purposes of completing any form of paid training.

25. Rostering

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

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

25.3 Part-time employees only

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

26. Breaks

[Varied by [PR502506](#)]

26.1 Shift workers

[26.1 replaced by [PR502506](#) ppc 06Oct10]

Shift workers (being employees who work a shift that attracts a shift penalty in clause 27) are entitled to a paid meal break of not less than 20 minutes. This break shall be given and taken not earlier than four hours, nor later than five hours, after the start of the employee's shift. Full-time shiftworkers working a straight shift are entitled to a further 10 minute paid tea break.

26.2 Non-shift workers

[26.2 replaced by [PR502506](#) ppc 06Oct10]

Non-shift workers are entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour. An employee will not be required to work for more than four and one half hours without a meal break, except in cases of emergency, when the time may be extended to five hours. All day workers and broken shift workers are entitled to a 10 minute paid morning tea break and a 10 minute paid afternoon tea break.

26.3 All employees

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

27. Penalty rates

[Varied by [PR995393](#), [PR997366](#), [PR551610](#), [PR566691](#)]

[Preamble substituted by [PR551610](#); deleted by [PR566691](#) ppc 01Jul15]

27.1 Shiftwork

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

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

(b) Permanent night shift

[27.1(b) substituted by [PR995393](#) ppc 26Mar10]

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

27.2 Weekend penalties

(a) Saturday work

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

(b) Sunday work

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

27.3 Public holiday work

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

28. Overtime

[Varied by [PR584087](#)]

28.1 An employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

28.2 Overtime, worked from midnight Sunday to midnight Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.

28.3 Overtime worked on Sundays will be paid at the rate of double time.

28.4 Overtime worked on Public holidays will be paid at the rate of double time and one half.

28.5 All time worked by full-time employees outside the rostered hours as agreed pursuant to clause 25.1 is overtime.

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

28.7 In computing overtime payments each day's work will stand alone.

28.8 Where an employee, following the completion of their ordinary hours leaves the workplace and is recalled to duty at any workplace of the employer, overtime payments will apply for a minimum of two hours. However the interval between the completion of ordinary hours and the commencement of overtime will not be regarded as time worked.

28.9 Time off instead of payment for overtime

[28.9 substituted by [PR584087](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 28.9.
- (c) An agreement must state each of the following:

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- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, 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;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 28.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 28.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.9 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 28.9 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.9 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28.9 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.9.

Part 6—Leave and Public Holidays

29. Annual leave

[Varied by [PR995393](#), [PR540979](#), [PR547129](#), [PR582985](#)]

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

29.2 Definition of shiftworker

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

29.3 Definition of ordinary pay

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

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

[29.3(d) inserted by [PR995393](#) ppc 26Mar10]

- (d) part-time allowance for part-time employees working shiftwork (Monday to Friday) or rostered ordinary hours on a Saturday and/or a Sunday.

29.4 Payment of annual leave

- (a) The terms of the NES prescribe the basis for payment for annual leave, including payment for untaken leave upon the termination of employment. In addition to the terms of the NES, an employer is required to pay an additional leave loading of 17.5% calculated on an employee's ordinary time rate of pay.

[29.4(b) substituted by [PR995393](#) ppc 26Mar10]

- (b) Provided that where the employee would have received a saved or transitional rate of pay, or shift, weekend (Saturday or Sunday), or public holiday penalty payments according to the roster or projected roster, had the employee not been on leave during the relevant period, and such saved, transitional or penalty payments would have entitled to employee to a greater amount than the loading of 17.5% on the rates set out in clause 16—Minimum wages of this award, then such rates will be paid instead of the 17.5% loading.

29.5 Annual leave in advance

[29.5 renamed and substituted by [PR582985](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 29.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 29.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 29.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

29.6 Annual close-down

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

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- (a) The employer may give in writing to such employees one month's notice (or in the case of an employee engaged after the giving of such notice, on engagement) of their intention to apply the provisions of this clause.

[29.6(b) substituted by [PR547129](#) ppc 24Jan14]

- (b) Where an employee has been given notice pursuant to clause 29.6(a) and the employee has:
- (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.

[29.6(c) substituted by [PR547129](#) ppc 24Jan14]

- (c) Where practicable an employee with insufficient or no accrued annual leave will be employed at another of the employer's sites for the period that would otherwise be a period of leave without pay.

[29.6(d) deleted by [PR547129](#) ppc 24Jan14]

[29.6(e) renumbered as 29.6(d) by [PR547129](#) ppc 24Jan14]

- (d) The close-down period will be limited to four weeks, plus any public holidays that fall during the period of the close down.

[29.6(f) renumbered as 29.6(e) and substituted by [PR547129](#) ppc 24Jan14]

- (e) Public holidays that fall within the period of close-down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

[29.6(g) renumbered as 29.6(f) by [PR547129](#) ppc 24Jan14]

- (f) In this clause **date of closing** in relation to each employee means the first day of the employees annual leave pursuant to this clause.

29.7 Payment of accrued annual leave on termination

[29.7 substituted by [PR540979](#) ppc 02Sep13]

Where an employee is entitled to payment of untaken annual leave on termination of employment under the terms of the NES, the employer must also pay the employee a loading of 17.5% calculated on an employee's ordinary time rate of pay.

29.8 Cashing out of annual leave

[29.8 inserted by [PR582985](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.8.

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- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 29.8 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 29.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 29.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.8.

Note 3: An example of the type of agreement required by clause 29.8 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

29.9 Excessive leave accruals: general provision

[29.9 inserted by [PR582985](#) ppc 29Jul16]

Note: Clauses 29.9 to 29.11 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 29.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

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- (c) Clause 29.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 29.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

29.10 Excessive leave accruals: direction by employer that leave be taken

[29.10 inserted by [PR582985](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 29.9(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 29.10(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

29.11 Excessive leave accruals: request by employee for leave

[29.11 inserted by [PR582985](#); substituted by [PR582985](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 29.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:

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- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 29.10(a) that, when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.9, 29.10 or 29.11 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30. Personal/carer's leave and compassionate leave

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

31. Community service leave

Community service leave is provided for in the NES.

32. Public holidays

32.1 Public holidays are provided for in the NES.

32.2 Substitution of public holidays by agreement

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

Schedule A—Savings Provisions

[Varied by [PR991646](#), [PR991925](#), [PR992226](#); substituted by [PR995393](#) ppc 26 Mar10; varied by [PR997366](#), [PR998746](#); corrected by [PR999184](#); varied by [PR503626](#); corrected by [PR505265](#); varied by [PR509053](#); corrected by [PR510735](#); varied by [PR522884](#), [PR536687](#), [PR551610](#), [PR566691](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other.

A.1.3 To avoid doubt, this schedule provides for saved rates for employees who were employed as at 31 December 2009, subject to the following conditions.

A.2 Minimum wages – existing minimum wage higher

[A.2 varied by [PR503626](#) ppc 01Jan11]

Note: The provisions of clause A.8 only apply to an employee employed pursuant:

- to an award-based transitional instrument that would have applied immediately prior to 1 January 2010; or
- an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 1 January 2010; or
- a Division 2B State award that would have applied immediately prior to 1 January 2011;

if the employee had been at that time in the current circumstances of employment and the employee is either continuously employed by the same employer; or upon a change of contract, accepts employment with the new contractor and the employee was entitled to a higher hourly rate under the award-based transitional instrument, than this award. Where this applies, the employee will continue to receive the higher hourly rate.

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage or loading and/or penalty rate higher than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate;
- (c) any applicable industry allowance; and
- (d) any loading or penalty rate set out below.

A.2.3 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual review (or subsequent reviews during the transition period from 1 January 2010 to 31 December 2014), the transitional amount is to be set off against the increase and other provisions of this clause will not apply.

A.2.4 Prior to 1 January 2010, the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.5 These provisions cease to operate from the beginning of the first full pay period on or after 31 December 2014.

A.3 Loadings and penalty rates

A.3.1 For the purposes of this schedule loading or penalty means a:

- casual loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.4 Loadings and penalty rates – existing loading or penalty higher

A.4.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged;
- (b) but for the operation of an agreement based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

A.4.2 Prior to 1 January 2010, the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

A.4.3 The difference between the loading, allowance or penalty in this award and the rate in clause A.8 is referred to as the transitional amount.

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A.4.4 Where an employee is entitled, under this Schedule, to a higher hourly rate of pay for ordinary hours, shift work, weekend work, public holiday work, casual loading or part-time allowance than that provided for by this award, then the employer must pay the transitional amount (the higher hourly rate), in substitution for the part-time allowance, casual loading, minimum wages, or penalty rates provided for in:

- Clause 12.4—Part-time employment and in particular, the part-time allowance;
- Clause 12.5—Casual employment and in particular, the casual loading;
- Clause 16—Minimum wages; and
- Clause 27—Penalty rates.

To avoid doubt, an employee will be entitled to either the transitional amount (the higher rate of pay), as provided for by this Schedule or by the above provisions. An employee will not be entitled to the benefit of the higher rates under this Schedule and, in addition, the minimum rate of pay, penalty rates, casual loading or part-time allowance provided by the above clauses.

A.5 Prior to 1 January 2010, the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.6 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.8 is referred to as the transitional amount.

A.7 Former Division 2B employers

[New A.7 inserted by [PR503626](#) ppc 01Jan11]

A.7.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.7.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.7.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.7.4 Despite clause A.7.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

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A.7.5 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 31 December 2014.

[A.7 renumbered as A.8 by [PR503626](#) ppc 01Jan11; substituted by [PR566691](#) ppc 01Jul 15]

A.8 No saved rates are applicable from 1 July 2015. The rates in clause 16.1 of this award apply from the first full pay period commencing on or after 1 July 2015.

**Schedule B—Transitional Provisions – other than shopping trolley
collection contractors**

[Varied by [PR991646](#), [PR992226](#); substituted by [PR995393](#); renamed by [PR996490](#) ppc 23Apr10; varied by [PR997366](#), [PR998746](#), [PR998812](#), [PR999164](#), [PR503626](#), [PR506370](#), [PR509871](#), [PR509053](#), [PR522884](#), [PR525435](#), [PR536687](#), [PR538301](#), [PR542142](#); substituted by [PR551610](#) ppc 01Jul14]

No transitional rates are applicable from 1 July 2014. The rates in clause 16.1 of this award apply from the first full pay period commencing on or after 1 July 2014.

Schedule C—Transitional Provisions – for employees of shopping trolley collection contractors

[Varied by [PR991646](#); new Sched C inserted by [PR996490](#) from 23Apr10; varied by [PR503626](#)]

C.1 General

C.1.1 The provisions of this schedule deal with minimum obligations only.

C.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

C.2 Minimum wages – existing minimum wage lower

C.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

C.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

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C.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

C.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause C.2.3 is referred to as the transitional amount.

C.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

C.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

C.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

C.3 Minimum wages – existing minimum wage higher

C.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

C.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

C.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

C.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause C.3.3 is referred to as the transitional amount.

C.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

C.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

C.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

C.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

C.5 Loadings and penalty rates – existing loading or penalty rate lower

C.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

C.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

C.5.3 The difference between the loading or penalty in this award and the rate in clause C.5.2 is referred to as the transitional percentage.

C.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

C.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

C.6 Loadings and penalty rates – existing loading or penalty rate higher

C.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

C.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

C.6.3 The difference between the loading or penalty in this award and the rate in clause C.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in C.6.2.

C.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

C.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

C.7 Loadings and penalty rates – no existing loading or penalty rate

C.7.1 The following transitional arrangements apply to an employer not covered by clause C.5 or C.6 in relation to a particular loading or penalty in this award.

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C.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

C.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

C.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

C.8 Former Division 2B employers

[C.8 inserted by [PR503626](#) ppc 01Jan11]

C.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

C.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

C.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

C.8.4 Despite clause C.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

C.8.5 Despite clause C.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

C.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule D—Classifications

[Varied by [PR991646](#); Sched C renumbered as Sched D by [PR996490](#) from 23Apr10]

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

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

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

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

- spot cleaning of carpets and soft furnishings;
- operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- sweeping and mopping;
- toilet cleaning (subject to the provision of the applicable allowance in accordance with clause 17.8);
- rubbish collection;
- cleaning of private residences, and the performance of domestic work including but not limited to cleaning and washing;
- telephone cleaning and germ proofing;
- cleaning of glass, both internal and external;
- dusting of all hard surfaces;
- table bussing;
- undertaking tea attendant duties;
- collecting, servicing and maintaining shopping and/or luggage trolleys;
- re-arranging and re-organising furniture;
- routinely maintaining indoor greenery (shrubs and plants);

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- sanitary disposal processing; and
- wiping and sweeping under and around seats and table tops.

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

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

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

- routine repair work and/or building maintenance (of a non-trade nature) in or about the facility;
- ordering and distribution of toilet and other requisites and cleaning materials;
- customer or public relations duties as required;
- carrying out those roles expected of a leading hand (and is paid the allowance as stipulated in clause 17.5);
- carpet cleaning;
- cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices;
- operating ride-on powered machinery;
- operating steam cleaning and pressure washing equipment;
- maintaining gardens, lawns and rockeries;
- trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;
- vehicular rubbish collection and operating mobile compaction units; and
- specialist computer cleaning.

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

- works from complex instructions and procedures;

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

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

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

Schedule E—National Training Wage

[Varied by [PR991646](#); Sched D inserted by [PR994435](#); renumbered as Sched E by [PR996490](#); varied by [PR998689](#), [PR509053](#), [PR522884](#), [PR536687](#), [PR545787](#), [PR551610](#), [PR566691](#), [PR579784](#); deleted by [PR593817](#) ppc 01Jul17]

Schedule F—Supported Wage System

[Varied by [PR991646](#); Sched E renumbered as Sched F by [PR996490](#) ppc 23Apr10, varied by [PR994435](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542142](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#)]

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

[F.2 varied by [PR568050](#) ppc 01Jul15]

F.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

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

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

F.4 Supported wage rates

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

Assessed capacity (clause F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by [PR994435](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

F.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

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

F.5 Assessment of capacity

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

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

F.6 Lodgement of SWS wage assessment agreement

[E.6.1 renumbered as F.6.1 and varied by [PR994435](#), [PR542142](#) ppc 04Dec13]

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

[E.6.2 renumbered as F.6.2 and varied by [PR994435](#), [PR542142](#) ppc 04Dec13]

F.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment, provided that where a union which has an interest in the award is not a party to the assessment, it will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

F.7 Review of assessment

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

F.8 Other terms and conditions of employment

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

F.9 Workplace adjustment

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

F.10 Trial period

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

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

[E.10.3 varied by [PR994435](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.

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

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

Schedule G—Classification Structure—Transition from award-based transitional instruments to *Cleaning Services Award 2010*

[Varied by [PR991646](#); Sched F renumbered as Sched G by [PR996490](#) from 23Apr10]

State	Award	Cleaning Services Employee Grade 1	Cleaning Services Employee Grade 2	Cleaning Services Employee Grade 3
Australian Capital Territory	<i>Cleaning (Building and Property Services)(ACT) Award 1998</i>	Cleaners	Building Service Employee Grade 1	Building Service Employee Grade 2
New South Wales	<i>Cleaning and Building Services Contractors (State) Award</i>	Cleaners	Building Service Employee Grade 1	Building Service Employee Grade 2
Northern Territory	<i>Cleaning Contractors (Hygiene and Pollution Control) Industry (Northern Territory) Award 2003</i>	Cleaners	Building Service Employee Grade I	Building Service Employee Grade 2
Queensland	<i>Contract Cleaning Industry Award – State 2003</i>	Cleaner	Building Services Employee Grade 1	Building Services Employee Grade 2
South Australia	<i>Caretakers and Cleaners Award</i>	Cleaner Grade 1	Cleaner Grade 2	Cleaner Grade 3
Tasmania	<i>Cleaning and Property Services Award</i>	Property Service Employee Grade 1	Property Services Employee Grade 2	Property Services Employee Grade 3
Victoria	<i>Building Services (Victoria) Award 2003</i>	Building Attendant Grade 1 (Cleaner)	Building Attendant Grade 2	Building Attendant Grade 3
Western Australia	<i>Contract Cleaners Award</i>	Cleaner	As per Classification Structure	As per Classification Structure

Schedule H—2017 Part-day Public Holidays

[Sched H inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#) ppc 04Dec17]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

H.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

This schedule is an interim provision and subject to further review.

Schedule I—Agreement to Take Annual Leave in Advance

[Sched I inserted by [PR582985](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement to Cash Out Annual Leave

[Sched J inserted by [PR582985](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule K—Agreement for Time Off Instead Of Payment for Overtime

[Sched K inserted by [PR584087](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___