

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/100

TITLE: Riverservices Cleaning and Building Services Enterprise Agreement 2005

I.R.C. NO: IRC6/103

DATE APPROVED/COMMENCEMENT: 3 February 2006 / 3 February 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all non executive employees employed by Riverservices Ltd located at Graham Building, Pine Gully Road, Wagga Wagga NSW 2678, as described by the classification structure contained within clause 12 of this agreement, who fall within the coverage of the Cleaning and Building Services Constructors (State) Award.

PARTIES: Rivservices Ltd -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch

RIVSERVICES CLEANING AND BUILDING SERVICES ENTERPRISE AGREEMENT 2005

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1. Agreement Title

This Agreement shall be known as the Rivservices Cleaning and Building Services Enterprise Agreement 2005

2. Scope and Parties Bound

This Agreement is made in accordance with the provisions of Section 32 – 47 of the Industrial Relations Act 1996. The parties to this Agreement are Rivservices Ltd (ABN 46 003 492 233) and the Liquor, Hospitality and Miscellaneous Union NSW Branch

This Agreement prescribes conditions of employment for all non executive employees of Rivservices, as described by the classification structure contained within Clause 12, Classification Structure, of this Agreement.

3. Intention

This Agreement shall form the complete Agreement covering all terms and conditions of employment for employees deemed to be covered. This Agreement shall operate to the exclusion of any and all other awards and where necessary shall be read in conjunction with Rivservices policies and procedures as varied from time to time, the employees' common law employment contracts and any applicable statutes.

Where there is inconsistency between Rivservices policies and procedures, common law employment contracts or any practices having effect upon the workplace, the operations and conditions of this Agreement shall prevail.

4. Term of the Agreement

This Agreement shall operate from the date of approval of the Agreement by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. No Duress

This Agreement was not entered into under duress by any party to it. All parties have entered into this Agreement having read and fully understood all clauses contained within this Agreement.

6. Consultation

At Rivserves there shall be established a consultative mechanism and procedure whereby staff covered by this Agreement may advise management and likewise management may advise staff of matters affecting their efficiency and productivity.

The parties to this Agreement undertake to re-commence negotiations for any future Agreements no later than 6 months prior to the expiration of this Agreement.

7. Anti-Discrimination

- (i) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

8. Grievance Procedure

- (i) Procedures relating to grievances of individual employees and/or groups of employees

- (a) The employee is required to notify the employer if there is a grievance and request a meeting with the employer.
 - (b) A grievance must first be dealt with in the workplace if possible and, if not resolved, an opportunity allowed for further discussions.
 - (c) Reasonable time limits must be allowed for discussions.
 - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) If the matter is still not resolved, it shall be referred to the Industrial Relations Commission of New South Wales.
 - (f) While these procedures are being followed, normal work must continue.
- (ii) Procedures relating to disputes, etc., between employers and their employees
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduate steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) If the matter is still not resolved, it shall be referred to the Industrial Relations Commission of New South Wales.
 - (d) While a procedure is being followed, normal work must continue.
 - (iii) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

PART B – RATES OF PAY, LEAVE AND OTHER CONDITIONS

9. Contract of Employment

- (i) Employees under this Agreement shall be engaged either as full-time employees, part-time employees or casual employees.
- (ii)
 - (a) Subject to the provisions of this clause, during the first month of full-time or part-time employment, the contract of employment may be of a probationary nature. An employee at the point of engagement shall be notified in writing whether or not such employment will be on a probationary basis.

 Provided further that, during such probationary period, the employer will provide the employee with training, instruction and supervision, appropriate to the size, structure and needs of the enterprise. An employee on probation shall have had any deficiencies in their performance advised to them and have had the opportunity to improve their performance and enhance their skills in the first instance before any disciplinary action or termination occurs. In the event that the employment is terminated by either party, then such termination shall be dealt with in accordance with the termination provisions provided for elsewhere in this clause.
 - (b) At the conclusion of a probationary period, the employment of the employee shall be confirmed in writing.
 - (c) Except as provided in this subclause, no other probationary periods shall apply.

- (iii) Employees covered by this Agreement shall perform all work within their skill and competence, including work which is incidental or peripheral to their main tasks or functions.

10. Definitions

- (i) "Full-time Employee" means an employee paid by the week or fortnight, as the case may be, who is rostered to work the ordinary hours prescribed by clause 3(ii), Hours.
- (ii) "Part-time Employee" means an employee paid by the week or fortnight but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees, subject to the provisions of clause 18, Part-time Employees.
- (iii) "Casual Employee" means an employee engaged and paid as such but shall not include an employee working an average of 35 ordinary hours or more per week and shall not include an employee who is required to work a constant number of ordinary hours each week, subject to the provisions of clause 19, Casual Employees.
- (iv) "Relief Cleaner" means a person engaged to work full-time or part-time for a specified period which is not more than two years but not less than five days.
 - (a) By agreement between the employer and the employee prior to engagement, a relief cleaner shall be notified in writing of the employee's appointment as a relief cleaner and of the estimated duration of their engagement.
 - (b) Such employees shall be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on sick leave, annual leave, maternity leave, long service leave or leave without pay; or
 - (2) to replace an employee on workers' compensation.
 - (c) Such full-time employees shall be entitled to all entitlements as if they were a weekly employee and shall accrue all entitlements in accordance with this Agreement. Part-time employees shall also accrue such entitlements but on a proportionate basis.
 - (d) An employee engaged as a relief cleaner in accordance with this subclause shall be paid the ordinary hourly rate applicable to the classification for the work in which the employee is engaged.
 - (e) Where an employee is not provided notification in writing in accordance with paragraph (a) of this subclause, the employee shall be paid at the appropriate casual rate of pay as provided for in this Agreement until such notification has been received by the employee.
 - (f) An employee engaged as a relief cleaner in accordance with this subclause shall not work in a vacant and/or casual and/or temporary position.
- (v) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch, or, in the case of the County of Yancowinna, the Broken Hill Town Employees' Union.
- (vi) "Day worker" means an employee of Rivservices who performs their duties, as regulated under this Agreement, between the times of 5.30am and 6.30pm.
- (vii) "Week" shall mean the period Monday to Sunday inclusive.
- (viii) "Extra-ordinary hours" are those hours worked over and above 35 per week for full time employees

11. Increases to Rates of Pay

(i) Employees covered by this Agreement are to receive the following increases during the term of this Agreement:

- On registration of this Agreement – for all full time staff and part time staff Grade 3 upward, the hourly rate will increase by 8.57 percent due to the implementation of the 35 hour week
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- First full pay period falling on or immediately after 1/2/06 – a 3.8 percent increase to all full time staff and part time staff Grade 3 upward, and a 1.5 percent increase to all casual staff and part time staff Grade 1 and 2.
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- First full pay period falling on or immediately after 1/2/07 – a 3.5 percent increase to all full time staff and part time staff Grade 3 upward, and a 1.2 percent increase to all casual and part time staff Grade 1 and 2.
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- First full pay period falling on or immediately after 1/2/08 – a 3.5 percent increase to all full time staff and part time staff Grade 3 upward, and a 1.5 percent increase to all casual and part time staff Grade 1 and 2.

(ii) The above increases are detailed in Part C, Table 1 and Table 2, to this Agreement

(iii) Subject to Clause 37, Leave Reserved, the Rates of Pay for Grade 1 Cleaning and Maintenance Officers shall be discussed and determined within the first six months of the life of this Agreement, and in any case, prior to the employment of any employee suitable to be classified as a Grade 1.

12. Classification Structure

Employees engaged under this Agreement may be employed as follows:

Classification/Title	Description
Cleaning and Maintenance Officer Grade 1 (Entry level)	<p>No prior skills or expertise in this area. Entry level. Employee remains on this Grade for at least three months (ie completion of probation) and no longer than 12 months.</p> <p>Employees at this classification may be employed on a full time, part time or casual basis.</p>
Cleaning and Maintenance Officer Grade 2	<p>Employee may be commenced on this level, subject to satisfying the requirements of having prior skills and experience in this area.</p> <p>Employee may have Certificate</p> <p>Employee may progress to Grade 3 dependant upon performance alone. Or employee may remain on this Grade indefinitely</p> <p>Employees at this classification may be employed on a full time, part time or casual basis.</p>

<p>Cleaning and Maintenance Officer Grade 3 Level 1 Level 2 Level 3</p>	<p>Employee must be able to demonstrate their ability to satisfy the requirement of a Grade 1 and Grade 2</p> <p>Employee must hold Certificate or Employer approved equivalent.</p> <p>Employees at this classification may be employed on a full time or part time basis.</p>
<p>Cleaning and Maintenance Officer Grade 4 Level 1 Level 2 Level 3 Level 4 Level 5 Level 6</p>	<p>Employee must be able to demonstrate their ability to satisfy the requirements of a Grade 1, Grade 2 and Grade 3</p> <p>Employee must hold a Certificate or Employer approved equivalent</p> <p>Employee must possess the ability to carry out leading hand duties, manage a small team, coordinate movements and activities as necessary</p> <p>Employees at this classification may be employed on a full time or part time basis.</p>
<p>Cleaning and Maintenance Officer Grade 5 Level 1 Level 2 Level 3</p>	<p>Employee must be able to demonstrate their ability to satisfy the requirements of a Grade 1, Grade 2, Grade 3 and Grade 4</p> <p>Employee must hold a Certificate and/or Employer approved level of skills, qualifications and expertise necessary for this Grade</p> <p>Employees at this classification may be employed on a full time or part time basis.</p>
<p>Cleaning and Maintenance Officer Grade 6 Level 1 Level 2 Level 3</p>	<p>Employee must be able to demonstrate their ability to satisfy the requirements of a Grade 1, Grade 2, Grade 3, Grade 4 and Grade 5</p> <p>Employee must hold a Certificate and/or Employer approved level of skills, qualifications and expertise necessary for this Grade</p> <p>Employees at this classification may be employed on a full time or part time basis.</p>

Cleaning and Maintenance Officer (Grade 1)

Entry point for employees with no experience. Employees remain on this grade for at least three months.

Cleaning and Maintenance Officer (Grade 2)

An employee may start on this level if experience or other qualifications are satisfied.

Certificate I or approved equivalent

Cleaning and Maintenance Officer (Grade 3)

An employee at this level must hold certificate II, higher or an employer approved equivalent

An employee at this level must have the requirements of a Grade 1 and Grade 2

The employee shall be engaged for the greater part of each day or shift on the following tasks or combination thereof-

- a) Ordering supplies
- b) Carpet cleaning
- c) Cleaning multi story external windows utilising specialised equipment
- d) Operating ride on powered sweeping machine
- e) Operating steam cleaning equipment on building exterior.

Team Leader South Campus, Residences & General (Grade 4)

An employee at this level must hold certificate III, higher or employer approved equivalent.

The employee must be able to demonstrate their ability to satisfy the requirements of a Grade 1, Grade 2 and Grade 3

An employee at Grade 4 is also entrusted with the supervision of cleaning as a principal responsibility.

Employee must possess the ability to carry out leading hand duties, manage a small team, coordinate movements and activities as necessary

Coordinator Cleaning Services (Grade 5)

An employee at this level must hold Certificate IV, higher or employer approved equivalent

Employee must be able to demonstrate their ability to satisfy the requirements of a Grade 1, Grade 2, Grade 3 and Grade 4

Coordinator Maintenance (Grade 6)

An employee at this level must hold Certificate IV, higher or employer approved equivalent

13. Hours

- (i) The employer shall, by legible notice displayed at some place accessible to the employees, notify the hours of commencing and ceasing work. Such hours once notified shall not be changed except by a week's notice. Notwithstanding, rosters may varied with a lesser amount of notice, by mutual agreement between the employer and the employee.
- (ii) Ordinary working hours, exclusive of meal times, shall not exceed an average of 35 per week, over a four-week cycle and where possible, not exceed 7.5 hours per shift. Ordinary working hours shall be arranged as follows:
 - (a) Day Workers – shall have their weekly hours arranged between the hours of 5.30am and 6.30pm on any days during the week, Monday to Friday. Where an employee is allocated a shift that commences at 5.30am and such employee is unable to commence that particular shift at 5.30am, the employee and employer may by mutual agreement, vary the starting time to accommodate the needs of both parties.

- (b) Hours worked by employees, outside the span of hours prescribed for Day Workers shall be paid at overtime rates.
- (c) Each employee shall have free from work at least two days per week, or four days per fortnight. Where possible such days off shall occur in succession.
- (iii) Extra-ordinary hours are those hours worked by full time employees over and above 35 hours per week. Where extra ordinary hours are worked, such hours shall be paid at over-time rates, or alternately where mutually agreed between the employee and Rivservices, time off in lieu of overtime may be taken at time for time rates.
- (iv) An unpaid meal break for day workers, as defined, of not less than 30 minutes and not more than one hour, shall be allowed for a meal. An employee shall 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. A ten-minute paid morning tea break and a ten-minute paid afternoon tea break shall be given to all day workers and broken shift workers.
- (v) Where work is performed as prescribed in subclause (v) of this clause on a Sunday or a public holiday, such employee shall be paid a minimum of three hours at the appropriate rate.

14. Wages

(a) Adult Weekly Employees

The minimum weekly rates of pay for the various categories of employees shall be as set out in Part C, Table 1 and Table 2. The said minimum rate shall be exclusive of any Saturday, Sunday or holiday rate that shall apply where appropriate.

(b) Part-time and Casual Employees

- (1) The minimum ordinary hourly rates of pay for the various categories of part-time and casual employees shall be as set out in Part C Table 1 and Table 2.
- (2) Casual Rate - The casual rate of pay shall be calculated by adding a loading of one-twelfth to the part-time hourly rate of pay for the relevant classification in place of the one-twelfth loading payable to casual employees in lieu of annual holidays, as prescribed by the *Annual Holidays Act 1944*.

15. Additional Rates and Allowances

- (i) First-aid - Where an employee is a qualified first-aid attendant and such qualification is required by the employer, such employee shall be paid an allowance each day or shift as set out in Part C, Table 3.
- (ii) Locomotion Using Vehicle - Where an employee is required by the employer to use a motor vehicle (including a motor cycle) for the purposes of transporting cleaning equipment necessary for the carrying out of the employee's duties, such vehicle shall be supplied and maintained by the employer but, where an employee by arrangement with the employer provides the employees own vehicle, the employee shall, in addition to all payments otherwise due to such employee, be paid an allowance as set out in Part C, Table 3.

The amount specified shall be payable for the actual kilometres travelled by the employee's vehicle each week in connection with the employees employment, which shall include kilometres travelled to and from the place where the vehicle is customarily housed.

- (iii) Travelling Time - Where an employee is sent to work from an employer's recognised place of business, the employer shall pay travelling time at the appropriate ordinary time rate from such place of business to the job and, if the employee is required to return the same day to the employer's place of business, the employer shall pay all travelling time at the appropriate ordinary time rate to the place of business. An employee sent for duty to a place other than such employee's regular place of duty, or required by the

employer to attend a court or any inquiry in connection with the employee's employment, shall be paid all travelling expenses.

- (iv) Offensive Cleaning - An employee required to clean premises which are in a grossly offensive condition shall be paid an allowance as set out in Part C, Table 3.

Offensive Cleaning includes but is not limited to any of the following:

The cleaning of areas which are substantially soiled by human or animal excrement;

The cleaning of areas which are substantially soiled by faeces or other bodily fluids.

Such allowance shall be paid in addition to any other allowance which may be payable under this Agreement. For the purposes of this clause, the cleaning of toilets of itself shall not warrant the payment of this allowance.

16. Overtime and Meal Allowances

- (i) All work done outside the span of ordinary hours prescribed for Day Workers, and all hours worked on Saturdays, Sundays and Public Holidays, shall be paid at the rate of time and one half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone.
- (ii) All hours worked by full time employees, above 35 hours per week, shall be paid at overtime rates as prescribed by (i) above. In addition, where over time is required to be worked by the Employer, all hours worked by part time employees above their ordinary weekly hours shall be paid at the overtime rates as prescribed by (i) above.
- (iii) Employees required to work two hours or more overtime after their normal shift shall receive a 20-minute crib break at the end of the normal shift at the ordinary time rate of pay. If overtime extends beyond a total of four hours, a further 20-minute crib break at overtime rates shall be granted.
- (iii) Meal Allowances - Where an employee is required to work overtime in excess of two hours on any day or shift without being notified of such requirement on or prior to the termination of work on the previous day or shift, as the case may be, the employee shall be paid an allowance as set out in Part C, Table 3, or be supplied with a meal to the value of such rate and, if required to work four or more hours of overtime, shall be paid an allowance as set out in Part C, Table 3 or be supplied with a meal to the value of such rate for each four hours of overtime worked.
- (iv) Notwithstanding subclause (i) of this Clause, where the employer and the employee agree, time off in lieu of payment for overtime may be given and taken, at time for time rates.
- (v) Reasonable hours –

(a) Subject to sub-clause (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.

(b) 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.

(c) For the purposes of sub-clause (b) what is unreasonable or otherwise will be determined having regard to:

(i) any risk to employee health and safety

(ii) the employee's personal circumstances including any family and carer responsibilities

(iii) the needs of the workplace or enterprise

(iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(v) any other relevant matter

17. Call Back and Rest Break

- (i) An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason other than carrying out the employees rostered duties after leaving the employee's place of employment (whether notified before or after leaving the employees place of employment) shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance; provided that this subclause shall not apply where a period of duty is continuous (subject to a meal break) with the completion or commencement of ordinary working time.
- (ii) Rest Period After Overtime - Where overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. It is the employee's responsibility to have the required break but if, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply, in the case of shift workers, as if eight hours were substituted for ten hours when overtime is worked.

18. Part-Time Employees

- (i) Part-time employees may be employed under the terms of this Agreement, subject to the following conditions:
 - (a) Such employees shall be engaged by the week for a constant number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees.
 - (b) Part time employees classified as Cleaning and Maintenance Officers Grade 1 and Grade 2 shall be paid in accordance with the rates contained in Part C, Table 2.
 - (c) Part time employees classified as Cleaning and Maintenance Officers from Grade 3 upwards shall be paid the hourly rates as contained within Part C, Table 1.
- (iii) Subject to paragraphs (a), (b) and (c) of this subclause, part-time employees shall be paid a minimum payment of three hours at the appropriate ordinary hourly rate for each start, provided that:
 - (a) Where only one employee is employed at a small location, the employee shall work and be paid on a one-shift basis of no less than two hours where the total assessed cleaning area is 500 square metres or more, and no less than one hour where the total assessed cleaning area is less than 500 square metres.
 - (b) Where two or more employees are employed at a location, one employee may be employed and paid on a one-shift basis of no less than two hours each day (i.e. ten ordinary hours per week) at

the appropriate rate; provided that the other employees are engaged in accordance with the minimum start provisions as provided for elsewhere in this Agreement.

- (c) Employees shall be paid a minimum payment of two hours at the appropriate rate for each start on a Saturday where that shift is overtime or where the shift is ordinary time and only one employee is employed in the building or location.
 - (d) The said minimum payments shall not be in substitution for any penalty or overtime payment which may arise under any other provision(s) of this Agreement.
 - (e) The provisions of paragraphs (a), (b) and (c) of this subclause also apply to casual employees as defined in subclause (iii) of clause 10, Definitions.
- (iv) Second Engagement for Full-time Employees at the Part-time Rate - After the cessation of ordinary hours of work, a full-time employee may be engaged on a second engagement as a part-time employee with the same employer on the following basis:
- (a) The second engagement as a part-time employee shall be a separate engagement from the employee's full-time position and will attract and be paid all Agreement and statutory entitlements.
 - (b) Termination of employment in either engagement shall not prejudice employment in the other engagement.
 - (c) The hours of work in the part-time second engagement shall, as far as possible, be continuous with the cessation of the ordinary hours of work as a full-time employee.
 - (d) The part-time second engagement shall be for a constant number of ordinary hours per week less than the ordinary number of hours prescribed for full-time employees in subclause (ii) of clause 13, Hours.
 - (e) Full-time employees working ordinary hours in accordance with subclause (ii) of clause 13, Hours, shall not be engaged on a second engagement as a part-time employee, and are excluded from the provisions of this subclause.
- (v) Employees under this Agreement engaged as part-time employees may, by mutual agreement, work additional hours above their ordinary rostered hours for the purposes of relieving a short-term absence, provided that such additional hours are continuous with the cessation of their regular rostered ordinary hours. Such additional hours may be paid at ordinary time rates so long as they fall within the span of ordinary hours prescribed in Clause 13(ii).

19. Casual Employees

Casual employees may be employed under the terms of this Agreement, subject to the following conditions:

- (i) The definition of a casual employee (see subclause (iii) of clause 10, Definitions).
- (ii) The ordinary hours of work of casual employees shall be subject to the limitations applicable to full-time employees.
- (iii) A casual employee shall be paid a minimum of three hours for each engagement, unless otherwise provided for in this Agreement, except where engaged pursuant to the provisions of subclause (iii) of clause 18, Part-time Employees. For the purpose of casual student employees, the period of engagement shall mean one week.
- (iv) Payment of Wages - Casual employees shall be paid, by electronic funds transfer into a bank or other such account, all moneys that are due on termination or completion of engagement on the next working day after such termination or completion; provided that payment may be made by cheque and sent by

pre-paid post to the employee on the next working day after termination if so requested by the employee.

- (v) The rate of pay for a casual employee is inclusive of any payment due to an employee in lieu of annual leave.

20. Payment of Wages

- (i) The employer shall pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period, and the time of payment shall not be more than 48 hours from the time when such wages become due and shall not be later than Thursday in each week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed by this clause.
- (ii) The employer shall specify the day upon which wages shall be paid, in accordance with subclause (i) above, and any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made. Provided further that, where an employee is normally paid on the job or at the work site and such employee is rostered off duty on a day which coincides with pay day, then such employee shall be paid no later than the working day immediately following pay day.
- (iii) Should a pay be miscalculated or incorrectly shown on a payslip, the right to claim waiting time shall be waived, provided that the employee has been paid the ordinary base rate of pay and provided, further, that such underpayment or error is corrected and paid to the employee within five working days of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected and paid to the employee within five working days, then waiting time as provided for in subclause (ii) of this clause shall apply. For the purposes of this subclause, working days shall mean weekdays.
- (iv) An employee, other than a casual employee, shall be paid their termination moneys by no later than within five working days of the date of the termination.

21. Relieving in Other Positions Or Classifications

- (i) An employee who is required to work in another position or classification for 50 per cent or more of the ordinary hours rostered for their day or shift, on duties carrying a higher rate of pay than the employee's ordinary classification, shall be paid the higher rate for the whole of such day or shift; provided that, where an employee is engaged for less than 50 per cent of their ordinary hours on any day or shift, then the employee shall be paid the higher rate for time so worked only.
- (ii) An employee who is called upon to perform duties for which a lower rate of pay is fixed shall not suffer any reduction in pay for the carrying out of such duties.

22. Miscellaneous Conditions

- (i) Cleaning Materials - All cleaning materials and equipment shall be supplied by the employer.
- (ii) Boiling Water - Hot water shall be provided by the employer where practicable.
- (iii) Accommodation for Meals - Employers shall allow employees to eat their meals in a suitable place protected from the weather, and every such employee shall leave such place in a thoroughly clean condition.
- (iv) Lifting of Weights - An employee shall not be required or permitted to lift or carry by hand a greater weight than that prescribed in the Occupational Health and Safety (Manual Handling) Regulation 1991 to the *Occupational Health and Safety Act 2000*.

Each machine or item of equipment required to be used by an employee having a nett weight of over nine kilograms shall have attached to it a painted sign or permanent label specifying the nett weight (in kilograms) of such machine or item of equipment.

- (v) Medical Examinations - Employees who are engaged to carry out pest control duties under this Agreement shall undergo medical examinations every 12 months. The cost of such medical examinations shall be met by the employer. The employer is to keep records of such medical examinations, which shall be made available to the employee concerned on request.
- (vi) High Cleaning - After 5.00 p.m., employees shall not be required to clean the outside of windows above the ground floor or the inside of windows if the employee is required to work more than three metres from the floor level.
- (vii) In addition cleaners who are required to work in areas designated by the employer to be "high risk" areas shall be provided with Hepatitis C and/or A vaccinations. Such vaccinations shall be provided to the employee at the employer's cost.

23. Uniforms

- (i) The following items, which shall remain the property of the employer, shall be supplied to employees:
 - (a) Rubber Boots - Where employees are required to work in water or in "wet areas" such as toilet ablution blocks and external areas where water is used as part of the cleaning process.
 - (b) Rubber Gloves - Where employees are required to clean toilets or to use acids or other injurious substances.
 - (c) Dressing Accommodation - Suitable dressing rooms or dressing accommodation and lockers where it is necessary or customary for employees to change their dress or uniform.
 - (d) Protective Clothing - Suitable wet weather clothing, including a waterproof coat or cape, waterproof hat, trousers and boots, where an employee is required to work in inclement weather.
 - (e) Eye goggles for cleaners who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.
 - (f) Long rubber gloves when using detergents or similar cleaning chemicals.
 - (g) Leather gloves for cleaners who are required to collect rubbish bins, carry refuse and sweep outside areas.
 - (h) Broad brim hats for cleaners who are required to work out of doors.
- (ii) Protective Clothing - Where cleaners are required to clean areas designated by the employer to be "high risk", the following protective clothing must be provided as a minimum:

Disposable overalls

Appropriate gloves suitable for the work to be performed

Face Masks

Goggles

Appropriate protective footwear suitable for the work being performed.

24. Public Holidays

- (i) The following holidays shall be observed: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State and the picnic day of the Union, which shall be held on the first Monday in August each year, or where the

employer and the majority of employees agree, in consideration of the needs of Rivservices, any other day of the year.

Where a substituted day is proclaimed or gazetted to replace any of the above days, the substituted day shall be the public holiday in lieu of the original day.

- (ii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay.
- (iii) Employees shall be paid at the rate of double time and one half for all time worked on the above public holidays, with a minimum payment of three hours, except where the provisions of paragraphs (a) or (b) of subclause (iii) of clause 18, Part-time Employees, applies, in which case a minimum of two hours shall apply.
- (iv) Except where a full-time or part-time employee is dismissed for serious and wilful misconduct, such an employee whose services are terminated by notice given by an employer to expire ten days or less before a public holiday or a group of public holidays shall be entitled to be paid for such holiday or group of holidays in accordance with subclauses (i) and (ii) of this clause.

25. Annual Leave

- (i) See *Annual Holidays Act 1944*.

26. Annual Leave Loading

- (i) During a period of annual leave, a full-time employee shall receive a loading calculated at the rate of 17.5 per cent of the rate of pay. The loading will be paid in addition to the rates of pay paid for the applicable period of leave and in addition to the benefits prescribed by clause 25, Annual Leave.
- (ii) During a period of annual leave, a part-time employee shall receive a loading calculated at the rate of 17.5 per cent of the employee's ordinary time rate. The loading will be paid in addition to the benefits prescribed by the said clause 25.
- (iii) When the employment of an employee terminates for a cause other than misconduct or resignation and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, such employee shall be paid a loading calculated in accordance with subclauses (i) and (ii) of this clause for the period of leave not taken.

27. Sick Leave

- (i) An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence for any period in respect of which such employee is entitled to payment under the *Workers Compensation Act 1987*, the *Workers Compensation Legislation Amendment Act 2002* and the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (b) The employee shall, where practicable, three hours before the commencement of the shift, or in any case within 24 hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer satisfactory evidence that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed. A statutory declaration shall be deemed to be satisfactory evidence for the first three single day absences in any one sick leave year and thereafter an employer may accept statutory declarations at the employer's discretion.

- (d) Subject to subclause (iii) of this clause, the employee shall not be entitled in the first year of service to more than five days' sick leave and to not more than ten days' sick leave in the second and subsequent years of service.
- (e) Subject to subclause (iv) of this clause, during the first year of employment an employee shall be entitled to sick leave on the following basis:

After the first 2 months of continuous service	1 day
After 4 months' completed service	2 days
After 6 months' completed service	3 days
After 8 months' completed service	4 days
After 10 months' completed service	5 days.
- (f) During the second and each subsequent year of service, an employee shall be entitled to ten days' sick leave.
- (ii) Part-time Employees - For the purposes of this clause, part-time employees shall be entitled to sick leave in accordance with paragraph (d) of subclause (i) of this clause. A part-time employee's payment for sick leave shall be based on the number of ordinary hours for which the employee was rostered to work on the day or days of the absence.
- (iii) Cumulative Sick Leave - The rights under this clause shall accumulate from year to year so that any part of the entitlement which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.
- (iv) Definition of Continuous Service
 - (a) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (1) any absence from work on leave granted by the employer; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.
 - (b) Service before the date of coming into force of this Agreement shall be taken into account in computing the qualifying period of three months.
- (v) Attendance at Hospital - Notwithstanding anything contained in subclause (i) of this clause, a full- time or part-time employee suffering injury or illness arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation benefits), necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from such employee's pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses, including fares, reasonably incurred in connection with such attendance.

28. Sick Leave Bonus

Employees are encouraged to take sick leave for genuine reasons only.

Where an employee does not take any sick leave within an anniversary year, an amount of 2 days will be granted to the employee, to be taken as days off. These days will not attract leave loading, but will be considered to be in all other aspects as additional recreation leave. Special dispensation may be given at the discretion of management as to the granting of this bonus in cases of genuine sick leave being taken by an employee.

29. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (2) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 27, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.

- (iii) Annual Leave
 - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for the time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.
- (v) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off (where applicable)
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing the Union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

30. Bereavement Leave

- (i) An employee, after one month's continuous employment with the employee's present employer and on production of evidence satisfactory to that employer shall, on the death of a person as prescribed in subclause (iii) of this clause, be granted a maximum of three days on full pay in any one year as bereavement leave, provided that such leave shall be granted to an employee in respect of the death of a

person prescribed in the said subclause (iii) outside Australia if such employee attends the funeral and subsequently returns to the employee's employment, in which case the payments for such leave shall be made to the employee upon such employee's return. Provided, furthermore, that where a memorial service in the year of the death is held within Australia for a death overseas, bereavement leave of one day's duration shall be provided where satisfactory evidence is produced to the employer.

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 29, Personal/Carer's Leave and shall be taken to include mother in law and father in law, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 29. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

31. Parental Leave

Employees shall be entitled to maternity, paternity or adoption leave in connection with the birth or adoption of a child, subject to and in accordance with Chapter 2, Part 4, Division 1, Parental Leave, of the *Industrial Relations Act 1996*.

32. Jury Service Leave

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rates of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service, and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend jury service.

33. Long Service Leave

See *Long Service Leave Act 1955*.

34. Superannuation

The subject is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.

The required superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* are as set out in subclause (iv), Contributions, of this clause.

Notwithstanding the above, the provisions in this Agreement shall also apply.

(i) Definitions

In this clause:

- (a) "ARF" means the Australian Retirement Fund established and governed by a Trust Deed and Rules dated 11 July 1986 (as may be amended from time to time).
- (b) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (c) "Ordinary Time Earnings" means:
 - (1) the Agreement classification rate;
 - (2) any over-Agreement payment;
 - (3) any weekend and public holiday penalty rates earned by shift workers on normal rostered shifts forming the ordinary hours of duty when not worked as overtime;
 - (4) all allowances relating to work and conditions, other than expense related allowances.

(ii) Fund

- (a) For the purposes of this Agreement, contributions made by employers in accordance with the provisions of subclause (iv), Contributions, of this clause shall be paid to ARF.
- (b) An employer bound by this Agreement shall become a participating employer by:
 - (1) forwarding to ARF a signed Admission Agreement to become a participating employer by the end of the calendar month in which admission is sought; and
 - (2) acceptance by the Trustees of ARF of the Admission Agreement.
- (c) The employer bound by this Agreement shall provide every employee who is not already a member of ARF with a membership application form for ARF upon commencement of employment. Subject to section 124 of the *Industrial Relations Act 1996*, each employee shall be required to complete such form and the completed form shall be forwarded to ARF by each employer by the end of the calendar month in which employment commences.

(iii) Eligibility of Employees

- (a) An employee shall become eligible to join ARF on the day of commencement of employment.
- (b) Subject to paragraph (a) of this subclause, an employee shall be enrolled in ARF upon the acceptance by ARF of a membership application form and shall, subject to the approval of the Trustees, be deemed to be a member of the scheme from the day of commencement of employment.

(iv) Contributions

- (a) Full-time Employees - An employer shall contribute to ARF, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*.
- (b) Part-time and Casual Employees - An employer shall contribute to ARF, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*, and the *Superannuation Guarantee Charge Act 1992*, or on the basis listed below, whichever is the greater:

- (1) For part-time employees working a broken shift, a payment of \$12.50 per week for each complete week employed.
 - (2) For part-time and casual employees, a payment of \$6.00 for each week in which the employee is employed.
 - (3) For part-time and casual employees who, at the date of commencement of this Agreement, were receiving \$6.50 per week a payment of \$6.50 each week the employee is employed.
- (c) An employee shall not be required to contribute during any period of unpaid leave, such as sick leave or maternity leave. An employer shall not be required to contribute during any period when an employee is entitled to receive weekly workers' compensation benefits if a contribution is not required under the *Superannuation Guarantee (Administration) Act 1992* or under any Superannuation Guarantee Ruling issued from time to time by the Australian Taxation Office.
 - (d) Notwithstanding the provisions of the *Superannuation Guarantee (Administration) Act 1992*, contributions shall be paid for eligible employees earning less than \$450.00 per month.
 - (e) Notwithstanding the provisions of the *Superannuation Guarantee (Administration) Act 1992*, contributions shall be paid for eligible part-time employees under 18 years of age.
 - (f) Subject to the other provisions of this Agreement, an employer shall be liable to pay contributions for an employee from the day of commencement of employment, notwithstanding that enrolment in ARF is effected subsequent to that date.
 - (g) An employer shall contribute to ARF, on or before the last day of the calendar month, the total of the weekly contribution amounts accruing for that month in respect of each employee.
 - (h) An employee who is a member of ARF and was having contributions paid in accordance with this Agreement at the employee's previous place of employment shall continue to have contributions paid on the employee's behalf from the date of commencing employment with the current employer.
 - (i) Subject to subclause (h) of this clause, no contribution shall be made for any employee unless that employee remains in employment at the end of the month in which employment commenced.

The employer shall, in respect of each employee, pay into ARF an amount equal 9 per cent of the employee's gross ordinary time earnings.

- (j) Contributions in accordance with this clause shall be required to be made by an employer on behalf of any employee who was over the age of 65 years as at 1 July 1997. Contributions shall continue to be made on behalf of all employees until such time as an employee turns 70 years of age.
- (k) An employer shall ensure that contributions made on behalf of an employee by the employer, in accordance with the provisions of this clause, are separately identified on the employee's payslip on each occasion that wages are paid, and shall include such details as the name of the superannuation fund and the amount being contributed on the employee's behalf.

35. Traineeships

- (i) Application
 - (a) Subject to paragraphs (b), (c) and (d) of this subclause, this Agreement shall apply to trainees and employers who have entered into a current training contract approved and accredited by the State Training Authority.

- (b) Notwithstanding the foregoing, this Agreement shall not apply to employees who were employed by an employer bound by this Agreement prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the Union.
- (c) At the conclusion of the traineeship, this clause ceases to apply to the employment of the trainee and the Agreement shall apply to the former trainee.
- (d) The provisions of this clause shall only apply to trainees who would ordinarily be classified under the cleaning services stream and/or hospital services stream of the Agreement.

(ii) Objectives

The objectives of this clause are:

- (a) To assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees. The system is neither defined nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in this Agreement.
- (b) To provide, through the traineeship scheme for structured training, time to advance a trainee from entry level competence to the attainment of competence sufficient for qualification at the Australian Qualifications Framework 2 or above.
- (c) To facilitate the development of vocational training consistent with the needs of the industry, and to enhance the skills levels and future career and employment prospects of trainees through various education and training pathways, including a combination of work, education and structured training, on and off the job.
- (d) To facilitate the implementation of the traineeship that is based on national competency standards endorsed by the National Training Quality Committee.

(iii) Definitions

- (a) "Approved Training" means training undertaken (both on or off the job) in a traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in subclause (iv) of this clause.
- (b) "Australian Qualifications Framework" (or AQF) means the national framework of qualifications as agreed by the Ministerial Council for Employment Education Training and Youth Affairs (MCEETYA).
- (c) "Relevant Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (d) "Trainee" means an employee who is bound by a traineeship agreement made in accordance with this Agreement.
- (e) "Traineeship" means a system of training which has been developed by the Property Services Industry Training Advisory Board and approved by the relevant State Training Authority. A traineeship shall provide for a minimum of 20 hours and training-related employment each week.
- (f) "Traineeship Agreement" shall mean an agreement made subject to the terms of this Agreement between an employer and the trainee for a traineeship and which is registered with the relevant State Training Authority or under the provisions of the appropriate State legislation.

(g) "Appropriate State Legislation" means the following:

New South Wales: *Vocational Education and Training Accreditation Act 1990* or any successor legislation.

(h) "State Training Authority", for the purposes of this Agreement, means the New South Wales Department of Education and Training ("DET").

(i) "DET" means the New South Wales Department of Education and Training.

(iv) Training Conditions

(a) The trainee shall attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the State Training Authority.

(b) A traineeship shall not commence until the relevant traineeship agreement has been signed by the employer and the trainee and lodged for registration with the State Training Authority; provided that, if the traineeship agreement is not in a standard format, a traineeship shall not commence until the traineeship agreement has been registered with the State Training Authority. The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.

(c) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.

(d) The employer agrees that the overall training program will be monitored by officers of the State Training Authority and that training records or work books may be utilised as part of this monitoring process.

(e) Training shall be directed at:

(1) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem-solving, team work, work using technology), and as are proposed to be included at the AQF 1 level. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

(2) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the AQF Certificate 2 or above.

(v) Employment Conditions

(a) A trainee shall be engaged as a part-time employee for a maximum of one year's duration, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.

(b) Should a full-time position become available, a trainee who chooses to can transfer from part-time to full-time employment. A trainee who is offered and accepts a full-time position cannot be compulsorily transferred back to a part-time position. The Union shall be notified of any instances where a trainee takes up a full-time traineeship position.

(c) An employer shall not terminate the employment of a trainee without firstly having provided written notice of termination to the trainee concerned.

(d) An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Union and the State Training Authority of that decision, giving reasons why such employment is not available.

In circumstances where such reasons are not deemed to be satisfactory by the State Training Authority and the Union, the employer shall not be eligible to engage additional trainees for a period of 12 months, or for such lesser period as may be approved.

- (e) The trainee shall be permitted to be absent from work without loss of continuity of employment and wages to attend the training in accordance with the traineeship agreement.
- (f) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement or any other legislative entitlements.
- (g)
 - (1) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (2) No trainee shall work overtime or shift work on their own unless consistent with the provisions of this Agreement.
 - (3) No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees, subject to the provisions of paragraph (b) of subclause (iv) of this clause.
- (h) All other terms and conditions of this Agreement that are applicable to the trainee shall apply unless specifically varied by this clause.
- (i) A trainee who failed to either complete the traineeship or who cannot for any reason be replaced in work based on "ordinary hours" of work, as prescribed under this Agreement, with the employer on successful completion of the traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

A trainee who successfully completes the prescribed training program and is assessed as competent to perform to the required industry standard within one year shall be considered as available for work as prescribed in the relevant Agreement.
- (j) The right of entry provisions contained in the Agreement shall apply to the parties bound by this clause.

(vi) Wages

- (a) The wage payments hereunder shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.
- (b) The wages payable to trainees shall be 80 per cent of those provided for in the relevant Agreement for employees classified under either the cleaning services stream or the hospital cleaners stream of this Agreement, for all time worked including such time as is spent on approved training, or any other such formula as agreed by an approving authority, the Union and the employer.
- (c) Time spent on approved training shall be 20 per cent of the total time of the period of engagement of the employee under the traineeship agreement.
- (d) The trainee shall be entitled to overtime and shift penalty rates and allowances prescribed by this Agreement. The trainee wage shall be the basis for the calculation of overtime and shift penalty rates.

- (e) In cases where a trainee is engaged on a part-time basis and accepts a full-time traineeship position, the proportion of training time shall increase proportionate to the increase in overall weekly hours, that is, the trainee shall increase the time spent on approved training to 20 per cent of 38 hours per week, or one day per week.

(vii) Supersession

Any existing award provisions for the Australian Vocational Education and Training system shall not apply to any employer bound by this clause, except in relation to New Apprentices who commenced a New Apprenticeship with the employer before the employer was bound by this Agreement.

(viii) Union - Employer Co-operation

- (a) The parties to this Agreement shall meet regularly with relevant training authorities to monitor the implementation of the traineeship scheme within the industry.

- (b) To further enhance the prevention and settlement of industrial disputes, the parties agree to the following principles of co-operation:

- (1) The employer will advise the appropriate State Secretary of the Union of the proposed engagement of trainees. This advice will include name, employment location and commencement date for each trainee.

- (2) Trainees employed in this program will not replace existing permanent employees.

- (3) The employer is committed to:

promote the benefits of Union membership to all trainees;

issue application forms;

agree that a representative of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, will be able to address all new trainees during induction for the purpose of discussing issues such as occupational health and safety, employment and training conditions and Union membership.

36. Termination of Employment

- (i) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (ii) The employment of casual employees may be terminated by one hour's notice and such employees shall be paid all moneys due forthwith upon termination.
- (iii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for serious misconduct or wilful disobedience and then shall be liable only for payment up to the time of dismissal.
- (iv) On the termination of employment the employer shall, at the request of the employee, give such employee a statement as soon as practicable, upon termination, signed by the employer, stating the period of employment, the class of work employed upon and when the employment terminated.
- (v) Notwithstanding the provisions of subclauses (i) and (iv) of this clause, where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry, the employer terminates the employment of a full-time or part-time employee who has been employed by such employer for the preceding 12 months, the employer shall give the employee three months' notice of the termination of such employee's employment; provided that, if such employer fails to give such notice in full:

- (a) The employer shall pay the employee at the rate specified for the employee's ordinary classification in clause 14, Wages, for a period equal to the difference between three months and the period of the notice given.
- (b) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944* or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for reasons specified in subclause (vi) of this clause shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

When an employer gives an employee notice of the termination of such employee's employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the Director of Vocational Education and Training, the Director of Technical and Further Education Commission, and the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

37. LEAVE RESERVED

The parties agree that the matter of Rates of Pay for entry level Grade 1 Cleaning and Maintenance Officer, shall be investigated within the first six months of the life of this Agreement, with a view to determining appropriate entry level rates of pay for this particular classification.

38. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Rivalservices Ltd

Signature.....Date.....

Witness.....Date.....

Signed for and on behalf of the Liquor Hospitality and Miscellaneous Union NSW Branch

Signature.....Date.....

Witness.....Date.....

PART C – RATES OF PAY SCHEDULE

Table 1 – Hourly Rates for Full Time Employees All Grades and Part time Employees Grade 3 upward.

(Casual employees are only employed at Grade 1 and Grade 2. For casual rates, please see Table 2)

Classification	Level within grade	Hourly rate Implement 35 hour week	1/2/06 3.8%	1/2/07 3.5%	1/2/08 3.5%
Cleaning and Maintenance Officer					
Cleaning & Maintenance Officer Grade 1 (Entry Level)		TBA	TBA	TBA	TBA
Cleaning & Maintenance Officer Grade 2		15.23	15.80	16.35	16.93
Cleaning & Maintenance Officer Grade 3	Level 1	15.71	16.31	16.88	17.47
	Level 2	16.43	17.05	17.65	18.27
	Level 3	17.29	17.94	18.57	19.22
Team Leader					
	Level 1	17.43	18.09	18.72	19.38
	Level 2	18.29	18.98	19.64	20.33
	Level 3	19.29	20.02	20.72	21.44
	Level 4	20.14	20.91	21.64	22.40
	Level 5	21.00	21.80	22.56	23.35
	Level 6	21.43	22.24	23.02	23.83

Coordinator Cleaning Services					
	Level 1	21.57	22.39	23.17	23.99
	Level 2	22.14	22.98	23.79	24.62
	Level 3	22.71	23.58	24.40	25.26
Coordinator Maintenance					
	Level 1	22.86	23.73	24.56	25.42
	Level 2	23.71	24.62	25.48	26.37
	Level 3	24.57	25.51	26.40	27.32

Table 2 – Hourly Rates for Part time Employees

Grade 1 and Grade 2 Only

Classification	Level within grade	Part Time hourly rate Grade 1 and 2 – For Casual rates add 1/12 to the part time rate	1/2/06 1.5%	1/2/07 1.2%	1/2/08 1.5%
Cleaning and Maintenance Officer					
Cleaning & Maintenance Officer Grade 1 (Entry Level)		TBA	TBA	TBA	TBA
Cleaning & Maintenance Officer Grade 2		16.46	16.71	16.91	17.16

*** For casual staff, employed at Grade 1 or Grade 2, a one twelfth loading is added to the above rates.**

TABLE 3 – ALLOWANCES

Other Rates and Allowances		Amount	Amount	Amount
	Post EBA	1/2/06 3.8%	1/2/07 3.5%	1/2/08 3.5%
First Aid Allowance per day	2.21	2.29	2.37	2.46
Cleaning 1 to 10 toilet cubicles and/or urinals per day	2.08	2.16	2.23	2.31
Cleaning more than 10 toilet cubicles and/or urinals per day	2.77	2.88	2.98	3.08
Hygenic Maintenance Allowance per day	3.40	3.53	3.65	3.78
Locomotion Allowance - use of vehicle per KM	0.57	0.59	0.61	0.63
Locomotion Allowance - use of bicycle per day	1.29	1.34	1.39	1.43
Travelling Allowance per KM	0.57	0.59	0.61	0.63
Meal Allowance per meal	8.26	8.57	8.87	9.18
Minimum payment for a supported wage per week	59.50	61.76	63.92	66.16
Offensive Cleaning per day	3.40	3.53	3.65	3.78