

Australian Industry Group

4 YEARLY REVIEW OF MODERN AWARDS

Reply Submission

Plain Language Re-Drafting –
Cleaning Services Award 2010
(AM2016/15)

20 October 2017

Ai
GROUP

4 YEARLY REVIEW OF MODERN AWARDS
AM2016/15 PLAIN LANGUAGE RE-DRAFTING
CLEANING SERVICES AWARD 2010
(AM2016/15)

1. This reply submission responds to the directions issued by the Commission on 19 September 2017 regarding the plain language re-drafting of the *Cleaning Services Award 2010*.
2. The parties were directed to file reply submissions on the *Plain Language Exposure Draft – Cleaning Services Award 2010*, as published by the Commission on 8 September 2017.
3. This submission responds to the following submissions:
 -) United Voice’s submission of 6 October 2017;
 -) ABI’s submission of 12 October 2017; and
 -) Business SA’s submission of 13 October 2017.

Clause 6 – Individual flexibility arrangements

4. Ai Group agrees with Business SA that the cross-reference in clause 6.8 is incorrect.

Clause 8 – Types of employment

5. United Voice has submitted that the Exposure Draft removes the obligation on an employer to inform each employee of their usual location of work and classification, and the requirement to record this in the time and wages record of each employee. Ai Group does not see a need to alter the Exposure Draft. Clause 8 requires that the employer advise the employee of the terms of their engagement.

Clause 9 – Full-time employment

6. ABI and Business SA have proposed the deletion of the reference to “agreed” in clause 9. Ai Group also sought this important change in our submission.

Clause 10 – Part-time employment

7. ABI, Business SA and United Voice have expressed concern about the drafting of the part-time employment clause which differs substantially from the existing provisions. Ai Group agrees that the part-time clause is problematic and needs to be re-drafted.

Clause 11 – Casual employment

8. ABI and Business SA have expressed various concerns about the drafting of clause 11. Ai Group agrees that the drafting of the clause could be improved.

Clause 12 – Classifications

9. ABI and Business SA have expressed concern about the drafting of clause 12 and the alteration of existing entitlements. Ai Group also expressed concern about the drafting of this clause in our submission.

Clause 13 – Ordinary hours of work and rostering

10. ABI and Business SA have expressed a similar concern to that expressed by Ai Group in our submission regarding the problematic and inappropriate inclusion of a requirement that hours of work be “agreed”.

Clause 14 – Breaks

11. ABI, Business SA and Ai Group have all expressed significant concerns about the drafting of clause 14. The clause needs to be redrafted to avoid imposing additional costs upon employers.

Clause 15 – Work organisation

12. United Voice has expressed concern about the drafting of clause 15. Ai Group also expressed concern about the drafting of this clause in our submission. We prefer our proposed amendment to the one suggested by United Voice.

Clause 16 – Minimum rates

13. Ai Group does not agree with United Voice's view that the drafting of clause 16 could lead to employers not paying penalties and allowances. The drafting is similar to the approach taken in numerous other exposure drafts.

Clause 18 – Payment of wages

14. Ai Group opposes United Voice's suggestion that employees paid by cheque should continue to be entitled to the waiting time penalty. United Voice's suggestion is inconsistent with the approach taken in other awards where the waiting time penalty only applies where an employee is kept waiting at the workplace for wages to be paid in cash.

Clause 21 – Allowances

15. Ai Group does not agree with United Voice's view that the drafting of clause 21 is not sufficiently clear.

Clause 21.10 – Meal allowances

16. Ai Group does not agree with United Voice's view that the current meal allowance applies to ordinary hours. The clause is intended to apply only where overtime of at least the specified amount is required by the employer to be worked.

Clause 23 – Overtime

17. Ai Group does not agree with United Voice's view that the drafting of clause 23 is problematic.

Clause 25.4 – Annual leave – temporary close down

18. Similar to the concerns expressed by Ai Group, United Voice has highlighted that clause 25 contains numerous major differences to the existing entitlements and obligations.
19. The existing wording in clause 29.6 should be retained.

Clause 32 – Consultation about change of contract

20. Ai Group does not agree with United Voice's view that a specific reference to unions should be inserted in clause 32. The clause appropriately refers to "any representative nominated by the employee", which would include any union nominated by an employee.

Clause 34 – Dispute resolution procedure training leave

21. Ai Group agrees with United Voice that the cross-reference in clause 34 is incorrect.