

2.7. **Employment arrangements**

2.7.1. In this clause:

Incumbent Service Provider(s) means either Canberra and Queanbeyan Cleaning Services Pty Ltd or Limro Pty Ltd t/as Limro Cleaning Services or both of them, as the context requires or permits

Predecessor Instrument means the *Limro Cleaning Services and LHMU Clean Start Union Collective Agreement 2009*, as in force immediately before 1 July 2018

2.7.2. The Service Provider agrees that:

- a. it will comply with its obligations under the *Fair Work Act 2009* by engaging Personnel providing the Services on terms no less favourable than the *Cleaning Services Award 2010*;
 - b. it will maintain fair and equitable treatment of Personnel who were previously engaged by the Incumbent Service Provider(s) for the term of this Contract and as between all Personnel providing the Services, where 'fair and equitable treatment' means:
 - i. there is no difference in base hourly rates for Personnel performing the same Services at the same level. For the avoidance of doubt, the Service Provider is required to pay all Personnel performing the Services on day shift a base rate of pay no less than the base rate of pay paid by the Incumbent Services Provider(s) to persons performing the same work immediately before the termination of their employment, adjusted by any increase provided under clause 2.7.2(b)(ii);
 - ii. on each occasion on or after 1 July 2018 where the base hourly rates of pay payable under the *Cleaning Services Award 2010* are increased by a decision of the Fair Work Commission, the Service Provider will increase the base hourly rate of pay specified in clause 2.7.2(b)(i) by an amount equal to the percentage increase in base hourly rates payable under the *Cleaning Services Award 2010*; and
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- iii. where the Predecessor Instrument contained any monetary entitlement (eg an allowance) that was more beneficial than the *Cleaning Services Award 2010*, the Service Provider will provide all Personnel providing the Services with the benefit of the more beneficial monetary entitlement in accordance with the terms of the Predecessor Instrument.

2.3. Subcontractors

- 2.3.1. The Service Provider agrees not to subcontract the performance of any part of the Services without DPS' prior written approval.
- 2.3.2. DPS may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.
- 2.3.3. DPS has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 14.
- 2.3.4. The Service Provider agrees to make available to DPS (if requested), details of all subcontractors engaged in the performance of the Services.
- 2.3.5. The Service Provider acknowledges, and must inform all subcontractors that, DPS may publicly disclose the names of any subcontractors engaged in the performance of the Services.

2.5. Responsibility of Service Provider

2.5.1. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:

- a. involvement by DPS in the performance of the Services;
- b. subcontracting of the Services;
- c. acceptance by DPS of Specified Personnel; or
- d. payment made to the Service Provider on account of the Services.