



TOTAL FOCUS CLEANING
Your cleaning needs are our total focus!

Question on notice - Response Total Focus Concepts Pty Ltd

QUESTION ASKED;

ACTING CHAIR: Can all the head contractors, **on notice**, provide details of any enterprise agreements, any individual contracts that your subcontractors may have with workers and any evidence of over award payments or bonuses. What types of bonuses are paid? And can you give me details of the annual salaries that your workers are earning? Can that be done? That's for your direct employees and your subcontractors.

Part A - Provide details of any enterprise agreements

Response – Please see attached Total Focus Concepts Pty Ltd Enterprise Agreement.

Part B – Supply any individual contracts that your subcontractors have (in relation to Enterprise Agreements)

Response – Total Focus has contacted all sub-contractors and can confirm that the response back from all were that there are currently **NO** active Enterprise Agreements.

Part C – Supply any evidence of over award payments or bonuses.

Response – Total Focus has asked all contractors if there are any employees that they are paying above the Federal Award for cleaning or paying bonuses above the award. The response by the contractors that we received is that none of them are paying above the award or paying bonuses.

Total Focus pays its direct employees \$0.15 cents per hour above the Federal Award as per our Enterprise Agreement. Please refer to attached copy of the Enterprise Agreement.

Part D - What types of bonuses are paid?

Response – Not Applicable as none are paid.

Part E – Can you give details of the annual salaries that your workers are earning? for your direct employees and your subcontractors.

Response – Total Focus employees and contractor amounts vary due to the variety and amount of works that they perform or contract from us.

It will range from cleaners that perform a couple of hours per day up to cleaners that perform 6 or more hours, so it is difficult to supply amounts that reflect the 'norm' simply due to the wide spread of various cleaning hours.

I have attached a copy of a employees pay slip to show hourly rates paid above the award and also various entitlements however I have blacked out any personal information as we have not received permission to forward or for it to be printed or advertised.



Total Focus Cleaning Employee Agreement 2016

WORKING COPY
WITH UNDERTAKINGS INCORPORATED

AGREEMENT INDEX

1.	Title	3
2.	Parties.....	3
3.	Duration.....	3
4.	Application.....	3
5.	Scope and Intent	4
6.	Definitions.....	4
7.	Types of Employment	4
8.	Additional Claims	5
9.	Lawful Directions.....	Error! Bookmark not defined.
10.	Stand Down.....	5
11.	Safety and Fitness for Work	Error! Bookmark not defined.
12.	Disputes at Work	5
13.	Termination of Employment	6
14.	Redundancy	6
15.	Contract Work Assignment	7
16.	Wages	7
17.	Superannuation.....	8
18.	Ordinary Hours of Work.....	8
19.	Overtime.....	8
20.	Annual Leave.....	8
21.	Consultation.....	8
22.	Flexibility.....	11
23.	Signatories	13

1. Title

This agreement will be called the Total Focus Cleaning Employee Agreement 2016 (**'Agreement'**).

2. Parties

2.1. This Agreement will apply to:

- (a) Total Focus Concepts Pty Ltd T/A Total Focus Cleaning (ABN 48 113 991 718) and the subsidiaries listed at clause 2.2 (**'Company'**); and
- (b) employees who are employed by the Company in accordance with clause 4 (**'employees'**).

2.2. The subsidiaries are:

SDC Cleaning Services Pty Ltd (ABN 82 110 317 667);

SDC Payroll Services Pty Ltd (ABN 37 609 089 616);

The Trustee for Camilleri Family Trust (ABN 95 404 986 767); and

Just Focus Pty Ltd (ABN 46 155 790 971).

3. Duration

This Agreement commences operation 7 days after approval by the Fair Work Commission (**'FWC'**). The nominal expiry date of this Agreement is 4 years from the date that the FWC approves the Agreement.

4. Application

- 4.1. This Agreement applies to and is binding on the Company in relation to its employees employed in all of its operations across Australia, who would otherwise be covered by the *Cleaning Services Award 2010*, *Pest Control Industry Award 2010*, *Security Services Industry Award 2010* and *Miscellaneous Award 2010* (**'the Awards'**).
- 4.2. A reference to the **'relevant Award'** in this Agreement shall mean the modern Award, limited to those stated in clause 4.1, that applies to an employee in conjunction with this Agreement.
- 4.3. For the avoidance of doubt, this Agreement will not apply to:
 - (a) Management;
 - (b) Professional Staff;
 - (c) Administrative Staff; or
 - (d) Office based Staff.
- 4.4. This Agreement incorporates the Awards, which would otherwise apply to employees. The Awards and the National Employment Standards (**'NES'**) are to be read and applied in conjunction with the terms and conditions in this Agreement. To the extent that there is any inconsistency, the Agreement shall prevail.

5. Scope and Intent

- 5.1. While the Company's policies and procedures do not form part of this Agreement, employees will comply with any policies and procedures that the Company may implement.
- 5.2. To the extent that the contents of policies or procedures refer to obligations on the Company, they are guides only and are not contractual terms, conditions or representations on which employees may rely.

6. Definitions

'The Act' shall mean the *Fair Work Act 2009* (Cth) or its successor;

'Awards' shall mean the *Cleaning Services Award 2010*, *Pest Control Industry Award 2010*, *Security Services Industry Award 2010* and *Miscellaneous Award 2010*;

'Client' shall refer to those entities who engage the services of the Company for the provision of Technicians;

'Employee' shall refer to employees employed in all of the Company's operations across Australia;

'Company' or **'The Company'** shall mean Total Focus Concepts Pty Ltd T/A Total Focus Cleaning (ABN 48 113 991 718) and the subsidiaries listed in clause 2.2;

'Over Agreement Payment' shall mean a payment that is in excess of the rates provided for in this Agreement including those made in accordance with clause 14.2; and

'Relevant Award' shall mean the modern Award, limited to those stated in clause 4.1, that applies to an employee in conjunction with this Agreement.

7. Types of Employment

An employee may be engaged on a full-time, part-time, fixed/maximum term or casual basis.

7.1. Full-Time Employment

- (a) A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

7.2. Part-Time Employment

- (a) A part-time employee is an employee who is engaged to work on a part-time basis for a reasonably predictable number of hours for less than 38 hours per week.
- (b) For each ordinary hour worked, a part-time employee will be paid 1/38th of the weekly wage rate for the relevant classification plus any applicable allowances.
- (c) At the time of engagement the Company 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.
- (d) Part-time employees who are covered by the Cleaning Services Award 2010 will receive, in addition to the hourly rate for a full-time employee, an allowance of 15% of the hourly rate for all work up to 38 hours (or an average of 38 hours) in any week.

7.3. Casual Employment

- (a) A casual employee is one engaged and paid as such. A casual employee is engaged to work less than 38 hours per week.
- (b) For each hour worked, a casual employee will be paid 1/38th of the weekly wage rate of pay for their classification in accordance with clause 14, plus a casual loading of 25%.
- (c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

7.4. Fixed / Maximum Term Employment

- (a) A fixed or maximum term employee is an employee who is engaged to work for a specified period of time, for a specified task or for a specified project or specified stage of a project.
- (b) This means that at the end of the period, task or project that a fixed or maximum term employee is engaged under clause 7.4(a), the employee's contract will come to an end and there is no guarantee of ongoing work, nor any entitlement to redundancy or notice of termination.

8. **Additional Claims**

The parties will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship.

9. **Stand Down**

The Company has the right to withhold payment for any day that an employee cannot be usefully employed because of any:

- (a) industrial action (other than industrial action organised or engaged in by the Company); or
- (b) a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
- (c) force majeure, for which the Company cannot reasonably be held responsible; or
- (d) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

10. **Disputes at Work**

10.1. The following dispute resolution procedure will apply where a dispute arises in relation to a matter arising under the Agreement or the NES.

- (a) An employee will need to first meet and confer with the relevant Operations Manager.
- (b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving the relevant General Manager or their delegate.

- (c) If the matter remains unresolved, the Company will refer the matter to its Managing Director or its delegate who will attempt to resolve the matter within 14 days or longer as agreed by the parties.
- (d) Should it remain unresolved, the parties will appoint an independent mediator by agreement, which may or may not be the FWC, who may assist the parties to settle the dispute through mediation or conciliation (but not arbitration). If an independent mediator cannot be agreed upon, the FWC will be the default party to assist the parties to settle the dispute through mediation or conciliation (but not arbitration).
- (e) Until the matter in dispute is resolved, the status quo will prevail and the needs of the business will remain a priority except in situations where there is an immediate and significant threat to the health and safety of an employee or others.

10.2. At any stage of this Dispute Resolution Procedure, the employee or the Company may appoint a representative, including another employee or any other person, to act as their representative in an attempt to achieve resolution.

11. Termination of Employment

11.1. Notice of termination is provided for in the NES.

11.2. 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 The Company 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 required notice the Company may withhold, from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3. Job search entitlement

Where The Company 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 Company.

12. Redundancy

12.1. Redundancy pay is provided for in the NES.

12.2. Transfer to lower paid duties

- (a) 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 instead the Company may, at the Company's option, make payment 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.

12.3. Employee leaving during notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be 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 will not be entitled to payment instead of notice.

13. Contract Work Assignment

- 13.1. If an employee is employed on the basis of a Contract with a client of the Company, at the commencement of such assignment, the employee will receive a notice of offer that will confirm the details of the employee's assignment including remuneration (together with any Over Agreement Payment that may apply in accordance with clause 14.2), the employee's classification and a guide to the duration of the particular assignment. This will be based on the needs of the Client. It should be noted that the assignment may be varied or terminated at any time and the Company will advise employees of these changes as soon as possible.
- 13.2. An employee's classification for each assignment will be based on skills required for the particular role and not the skills or qualifications an employee may possess, provided that where the provisions of the relevant Award provide otherwise, the Award will apply.
- 13.3. The Company does not control the length of any assignment and while the Company may indicate the potential length of an assignment in good faith, the Client may vary the length of the assignment or terminate an employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer employees alternate assignments, where they are appropriate.
- 13.4. Where the Company is unable to offer Employees an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an employee's employment.
- 13.5. Where an assignment has reached an end, the Company confirms that an employee's registration remains active. We encourage employees to contact a Company representative at the earliest convenience to update the Employee's experience, skills and availability. Employees will be required to return all Company or Client property, including keys, swipe cards and confidential information and/or material to the Company, and submit a final and authorised timesheet for any hours yet to be paid.
- 13.6. Where an assignment has reached an end due to the finalisation of the Company's contract with that Client, the resulting cessation of employment is therefore due to the ordinary and customary turnover of labour and there will be no redundancy entitlement provided that notice has been provided the employee in accordance with the Fair Work Act 2009 (*Cth*).
- 13.7. Where the position offered is a casual position:
 - (a) employees will be notified within minimum one (1) hour of the start of an employee's shift, if there is a cancellation or change to an employee's shift start time; and
 - (b) should an employee not be able to make his or her shift, the employee must make every reasonable effort to notify the employee's relevant Company contact prior to the scheduled start of an employee's shift, so they are able to make other arrangements.

14. Wages

- 14.1. Employees will be paid in accordance with the pay rates in the relevant Award, which forms part of this Agreement, inclusive of any pay increases that are applied to those Awards by the FWC, plus an additional 10 cents per hour, provided that cleaners will receive an additional 15c per hour.

14.2. **Over Agreement Payment**

Where an employee is placed on an assignment and the Company pays the employee more in wages or allowances than is required in this Agreement (**'the Higher Rate of Pay'**), the Higher Rate of Pay will be received by the employee in satisfaction of any and/or all wages, penalties and allowances which might otherwise apply to the employee under this Agreement, to the extent to which the Higher Rate of Pay exceeds the ordinary rate of wages and / or allowances otherwise payable to the Employee. This may include (but is not limited to) flat or rolled up hourly rates. The total payment to the employee will not be less than that which the employee would have received under this Agreement (which incorporates the relevant Award by virtue of clause 4.4). Where the Employer relies on this clause, the Employer must outline its calculations comparing the Higher Rate of Pay to the Employee's entitlement to wages, penalties and allowances under the Agreement in writing (for example, attached to the letter of offer for a particular assignment), and showing how the Higher Rate of Pay ensures that the Employee is receiving no less than the Employee would otherwise have received under this Agreement.

15. **Superannuation**

15.1. The Company will comply with all relevant superannuation legislation.

15.2. Where an employee does not elect a fund, contributions will be made to the Company's default superannuation fund, which will be determined by the Company and can be altered at any time, provided it is a MySuper compliant fund.

16. **Ordinary Hours of Work**

16.1. The maximum weekly hours of work are an average of 38 hours per week over a maximum cycle of four weeks, on any day Monday to Sunday inclusive.

16.2. For part-time and casual employees, the minimum engagement period will be in accordance with the relevant Award provided that for employees whose relevant Award is the Cleaning Services Award who work at a location with a total cleaning area (as defined) of greater than 2000m², the minimum engagement can be 2 hours by mutual agreement on a maximum of one occasion per month.

16.3. For the avoidance of doubt, 'as defined' in the Cleaning Services Award means the area defined by the Employer, that the employee is asked to clean, at the beginning of the employee's assignment.

17. **Overtime**

Overtime is worked and paid in accordance with the relevant Award.

18. **Annual Leave**

18.1. Annual leave is provided for in the NES and the relevant Awards.

18.2. For the purpose of the additional week of annual leave provided for shiftworkers in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

19. **Consultation**

19.1. This clause applies if the Company:

(a) has made a definite decision to introduce a major change to production, program,

organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

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

Major change

19.2. For a major change referred to in subclause 19.1(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 19.3 to 19.9 apply.

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

19.4. If:

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

19.5. As soon as practicable after making its decision, the Company must:

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

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

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

19.8. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 19.2(a), 19.3 and 19.5 are taken not to apply.

19.9. In this term, a major change is “**likely to have a significant effect on employees**” if it results in:

- (a) the termination of the employment of employees; or

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

Change to regular roster or ordinary hours of work

- 19.10. For a change referred to in paragraph 19.1(b):
- (a) the Company must notify the relevant employees of the proposed change; and
 - (b) subclauses 19.11 to 19.14 apply.
- 19.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 19.12. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 19.13. As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 19.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 19.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 19.16. In this term, “**relevant employees**” means the employees who may be affected by the major change.

20. Flexibility

- 20.1. The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the Company and employee; and
 - (d) should the employee request to enter into an individual flexibility arrangement such request must be in writing to Amaroo.
- 20.2. The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 20.3. The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 20.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.5. The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Company and employee agree in writing — at any time.

20.6. This clause will be amended by any subsequent changes to the model clause in accordance with the Act.

21. Signatories

Signed for and on behalf of Total Focus Concepts Pty Ltd T/A Total Focus Cleaning by:

Steve Morgan

Managing Director

Date: / /

Suite 353/51, Locked Bag 1, Robina Town Centre, QLD 4230

Signed for and on behalf of the employees by:

NAME:

POSITION:

Employee on Behalf of Other Employees covered by the Agreement

Date: / /

Suite 353/51, Locked Bag 1, Robina Town Centre, QLD 4230

TOTAL FOCUS CLEANING SERVICES ACCOUNTS



Suite 353/30 514 Christine Ave
Robina QLD 4226

Pay Slip For:

Location: Big W Nambour

Ph 1300 502 226
admin@totalfocuscleaning.com

ABN. 44 619 724 953

Payment Date: 1/8/2018

QLD

Pay Period From: 16/7/2018 To: 29/7/2018

GROSS PAY: \$475.02

Superannuation Fund: SUPERANNUATION FUND

NET PAY: \$475.02

DESCRIPTION	HOURS	CALC. RATE	AMOUNT	YTD	TYPE
Cleaning National Day Rate	13.00	\$23.39	\$304.07	\$1,026.82	Wages
Cleaning National Saturday Rate	2.50	\$33.50	\$83.75	\$299.24	Wages
Cleaning National Sunday Rate	2.00	\$43.60	\$87.20	\$367.68	Wages
Personal Leave Pay			\$0.00	\$46.78	Wages
Annual Leave Accrual Hourly	1.35			42.07	Entitlements
Superannuation Guarantee			\$45.13	\$165.35	Superannuation Expenses

If you have worked a public holiday you must enter the hours worked and CIRCLE this day other wise you will NOT received public holiday rates *



TOTAL FOCUS CLEANING SERVICES ACCOUNTS



Suite 353/30 514 Christine Ave
Robina QLD 4226

Pay Slip For:

Location Big W Nambour

Ph 1300 502 226
admin@totalfocuscleaning.com

ABN. 44 619 724 953

Payment Date: 1/8/2018

QLD

Pay Period From: 16/7/2018 To: 29/7/2018

GROSS PAY: \$446.58

Superannuation Fund: SUPERANNUATION FUND

NET PAY: \$446.58

DESCRIPTION	HOURS	CALC. RATE	AMOUNT	YTD	TYPE
Cleaning National Day Rate	12.50	\$23.39	\$292.38	\$625.30	Wages
Cleaning National Saturday Rate	2.00	\$33.50	\$67.00	\$298.68	Wages
Cleaning National Sunday Rate	2.00	\$43.60	\$87.20	\$367.68	Wages
Personal Leave Pay			\$0.00	\$45.22	Wages
Annual Leave Accrual Hourly	1.27			42.76	Entitlements
Superannuation Guarantee			\$0.00	\$84.58	Superannuation Expenses

If you have worked a public holiday you must enter the hours worked and CIRCLE this day other wise you will NOT received public holiday rates *

