

**23 December 2021**

Attention:

Senate Select Committee on Job Security  
Department of the Senate

**Senate Select Committee on Job Security, Questions on notice - Public Hearing, 8 December 2021, Canberra**

I refer to Spotless's appearance before the committee on Wednesday, 8 December 2021.

In accordance with your written request dated 14 December 2021, Spotless provides the following responses to questions taken on notice at the public hearing:

**Question 1 from Senator Grogan (referred to on page 17 of the Hansard transcript)**

The document tabled to the committee by Senator Sheldon titled 'RE: Change in Terms of Employment Letter' dated 29 October 2020 (**Contract Variation**) does not have the effect contended by Senator Grogan. Specifically, it does not evince that Spotless moved the subject employee (whose name is redacted) from permanent employment onto a maximum term contract. Further, Spotless rejects the assertion that the Contract Variation had the effect of reducing the subject employee's terms and conditions or that it diminished her job security.

Spotless has been able to identify that the Contract Variation was issued to a cleaner who is engaged by Spotless to service its commercial contract with the Department of Defence (**DoD**) delivering Estate Maintenance and Operation Services (**EMOS**). A copy of the employee's initial contract of employment (with name redacted) is **enclosed** for the committee's records (**Initial Contract**). The terms of the Initial Contract show that the subject employee was offered employment with Spotless on a maximum term basis with the term of her employment linked to Spotless's EMOS contract with the DoD. The Contract Variation merely had the effect of extending the term of the Initial Contract in line with the contract extension that Spotless was awarded by the DoD. As is clear from the terms of the Contract Variation, all other terms and conditions of the subject employee's employment remained unchanged.

Spotless refutes any suggestions that the effect of the Contract Variation was not explained to the subject employee. Spotless wrote to employees engaged to service the EMOS contract notifying them that the DoD had awarded Spotless a contract extension. Further, it expressed an intent to offer contract extensions to employees engaged on fixed term arrangements to extend the term of their employment in line with the new term of Spotless's commercial contract. A copy of that communication (with personal and commercially sensitive information redacted) is **enclosed** for the committee's records. Spotless also verbally communicated these changes through 'town hall' style meetings and managers were made available to answer any questions that employees had about the extension to Spotless's commercial contract or their employment.

**Question 2 from Senator Small (referred to on page 18 of the Hansard transcript)**

Further to the evidence given by my colleague Grant Robinson at the hearing on 8 December 2021, Spotless confirms that a total of 822 employees have converted from casual to full time or part time employment in the calendar year 2021. In relation to the specific questions raised by Senator Small, Spotless confirms that 515 offers were made to casual employees who were assessed as meeting the requirements to convert full time or part time employment in accordance with the casual conversion

provisions in the National Employment Standards (**NES**). As a percentage of Spotless's casual workforce, 4.6% of employees were made an offer to convert from casual to full time or part time employment under the NES process and 68% of employees who were offered conversion accepted that offer.

**Question 3 from Senator Sheldon (referred to on page 19 of the Hansard transcript)**

Spotless refers to and repeats the answer given to question 1 and adds that it is common practice for Spotless to offer contract extensions to employees engaged on maximum term contracts in circumstances where the commercial contract they are engaged to service is extended by Spotless's client.

**Question 4 from Senator Sheldon (referred to on page 21 of the Hansard transcript)**

In the calendar year 2021, 33 employees (or .17% of Spotless's workforce) accepted offers to move from ongoing contracts to maximum term contracts of employment. The reason for these moves included changing classifications, changing hours, moving into new roles and secondments.

Please contact me if you have any questions.

Yours sincerely,  
**Anthony Jukes**  
**General Manager, People and Culture**  
Facilities and Asset Services



**Private & Confidential**

9 July 2015



Dear ,

We refer to our recent discussions and are pleased to offer you employment with Spotless Facility Services Pty Ltd ACN 072 293 880 (referred to as "**Spotless**" or the "**Company**"), a wholly own subsidiary of Spotless Group Holdings Limited, under the terms and conditions specified below.

#### **Conditional Employment**

The commencement of this contract and your employment is conditional on the following conditions being satisfied before the commencement date (defined below):

- Completing a pre-employment medical questionnaire and/or a pre-employment medical assessment or functional capacity assessment and the Company being satisfied that you are able to perform the inherent requirements of the position (if required);
- Obtaining the required Defence Security Clearance which includes obtaining a police/criminal records Check;
- Providing the Company with original versions of your qualifications/Trade Licences as applicable;
- The Company obtaining satisfactory reference checks regarding previous employment;
- Providing the Company with evidence of Australian citizenship or right to work in Australia; and
- Providing original versions of photo identification as required by the Company.

If the conditions set out above are not satisfied by the Commencement Date (defined below) then your employment will not commence and this contract will have no effect.

#### **Appointment & Position**

Subject to the "Conditional Employment" clause above, the Company agrees to employ you, and you agree to accept employment with the Company, as Cleaner - Level 1. The employment will be to perform this work under the contract between Spotless and the Department of Defence for Estate Maintenance and Operation Services.

This contract shall take effect from 13 July 2015 (the Commencement Date) and will continue until 31 October 2020 the date of expiration of the contract between Spotless and the Department of Defence (the Expiry Date) unless terminated in accordance with the termination provisions in this contract or replaced by a new contract.

If you are not offered further employment by Spotless, your employment will cease by the effluxion of time at the Expiry Date. Spotless is under no obligation to offer, and there should be no expectation of, further employment after the Expiry Date.

The fixed term of the employment is reflective of the remaining duration of the contract to provide services Spotless has with its customer, whose premises you will perform the majority of your duties.

You are not entitled to severance or any other termination payments (except accrued but untaken leave entitlements if applicable) if this contract ceases at the Expiry Date.

### **Employment Status**

Your employment will be on a part time basis. All service related benefits (such as leave) will accrue on a pro rata basis based on your part time hours of work.

### **Responsibilities**

Your role will report to the Cleaning Supervisor. A position description detailing your duties and responsibilities is attached.

You acknowledge that from time to time you may be re-assigned to another suitable alternative position, as the Company deems reasonably necessary. The Company will do its best to ensure that any such re-assignment will be in your best interest and made after full consultation with you.

You may be required to perform work on behalf of any company in the Spotless Group and such a transfer will not constitute termination of your employment.

### **Location & Travel**

Your initial location for work is the Campbell Park Offices, which is one of many sites serviced by Spotless as part of its Estate Maintenance and Operation Services contract with the Department of Defence.

The location of your employment may change in accordance with the Company's business needs in delivering services to the Department of Defence. You may be required to change place of employment and any proposed changes will occur in consultation with you.

### **Award/Agreement**

Your employment is underpinned by the applicable Award or enterprise agreement relevant to your role and location of work. These instruments of employment regulation are enforceable under the Fair Work Act 2009 and do not form a term of this Agreement.

### **Rate of Pay**

Your rate of pay will be \$ 21.17 per hour in accordance with the Award/Agreement as applicable to Cleaner - Level 1.

Your rate of pay will be reviewed as and when the Award/Agreement is adjusted, and will change if required to maintain accordance with the Award/Agreement or at some future time your classification changes.

The Company pay period is weekly or fortnightly, with monies processed on the following Thursday after the end of the pay period. Pay periods may be subject to change in accordance with the Award/Agreement and/or Company policy.

Pay advices will be issued by either electronic means (email) or hard copy. Means of distribution will be determined by Spotless, with preference for electronic delivery which will require you to provide a valid email address.

### **Superannuation**

In order to meet its obligations under the applicable superannuation legislation, the Company will contribute the amount required under legislation. Please refer to the enclosed information regarding Superannuation.

### **Hours of Work**

The ordinary part time hours of work are 20 per week. Your initial working pattern will be as follows:

<b>Day of the week</b>	<b>Hours worked on this day</b>	<b>Start and Finish Times</b>
Monday	4	17:00 – 21:00
Tuesday	4	17:00 – 21:00
Wednesday	4	17:00 – 21:00
Thursday	4	17:00 – 21:00
Friday	4	17:00 – 21:00
Saturday		
Sunday		
<b>Total Hours per Week</b>	20	

Your roster will be advised to you by your manager in accordance with the notice requirements of the applicable Award/Agreement. You may be requested to work additional hours by your supervisor. Variances to the shift pattern described above will be confirmed in writing for your subsequent agreement.

If you work overtime, rates are as stated in the applicable Award/Agreement.

### **Leave**

#### **(a) Annual Leave**

Annual leave entitlements will be in accordance with legislative requirements, the applicable Award/Agreement, and in accordance with the applicable Company Policy.

#### **(b) Long Service Leave**

Your entitlement to Long Service Leave will be in accordance with the relevant state legislation and the applicable Award/Agreement.

#### **(c) Personal Leave (sick and carer's leave)**

The Company provides personal leave (sick and carer's leave) in accordance with legislative requirements, the applicable Award/Agreement and in accordance with the applicable Company Policy.

**(d) Compassionate Leave**

Compassionate leave or other special leave will be granted according to the legislative requirements, the applicable Award/Agreement and in accordance with the applicable Company Policy.

**Absence**

Should you be unable to attend your rostered shift, you are required to notify the Company prior to the commencement of your shift or as soon as practicable in accordance with the procedure in place at your site. You must comply with any request for documentary evidence to support any application for leave under this clause.

**Probationary Period**

Your employment will be subject to the probationary period specified in the applicable Award/Agreement. If not specified, then your employment will be subject to a probationary period of six (6) months. During this time you will have the opportunity to decide whether you are satisfied with the position offered to you. You must also satisfy the Company that you are capable of performing the duties of the position to required standards.

**Ethical Conduct**

The Company considers ethical conduct essential to its culture. The Company does not condone behaviour by its employees that is illegal, unethical, or socially irresponsible. Accordingly, all employees are expected to comply with the Company's Code of Conduct and be ethical in their business dealings and not to be involved in work practices that could be regarded as harassment, unlawful discrimination, unacceptable behaviour or unlawful conduct of any kind.

**Confidential Information**

It is a condition of your employment that you do not use or disclose, directly or indirectly, either for your own benefit or that of others, to any person, firm or organisation, any confidential information about the Company or its affairs or about any entity within the Spotless Group.

Confidential information refers to any information of a commercial, technical or financial nature that is not publicly available or if by its nature is confidential. This obligation extends beyond your employment with the Company.

It is also a condition of employment that you do not, either during your employment (other than as part of it), or when it ceases, retain, take or make copies of any material (original or not and whether in electronic form or hard copy), including items such as correspondence, company manuals, computer printouts, compact disks, floppy disks, client lists, financial models, costing details, diaries, file notes or any other material compiled or made by you or to which you have access as part of your employment. Upon leaving, all such material must be left with your immediate manager.

**Health & Safety**

The Company is committed to providing a safe and healthy working environment and believes that all incidents and injuries are preventable. Adherence to Company OH&S policies and procedures is a condition of employment.

### **Employment and Operational Policies and Procedures**

The Company has employment and operational policies and procedures, as introduced or amended from time to time which apply to your employment ("**Company Policies/Policy**"). They are designed to provide guidelines to promote fair and efficient administration of employment.

Some of the Company Policies place obligations upon you. It is a condition of your employment that you comply with these obligations. If you are located at client premises, you may also be required to comply with its policies.

The Company Policies are available on the Company intranet site.

### **Termination during the Contract Term**

#### *Termination due to misconduct*

Your employment may be terminated prior to the Expiry Date with notice for misconduct in accordance with the applicable Award/Agreement. This includes where the Department of Defence revokes your access to their site/premises due to misconduct.

The applicable notice shall be the greater of:

- (a) applicable legislative minimum; or
- (b) the notice provisions of the Award/Agreement

Notice may be provided by payment in lieu.

Irrespective of the terms of any applicable Award/Agreement, the Company reserves the right of immediate dismissal if you have engaged in serious misconduct or substantive breach of Company Policies. Notice (whether payment in lieu or otherwise), is not required if your employment is terminated for serious misconduct.

#### *Termination due to position redundancy*

If, during the period of operation of this contract of employment:

- (a) There are changes in the scope of services provided by Spotless in the contract between Spotless and the Department of Defence; and
- (b) as a consequence of this change your position is redundant; and
- (c) there is no redeployment to acceptable alternative employment within the business of the Company or otherwise,

it will only be in those circumstances you may be entitled to severance pay. For the removal of doubt, you will not be entitled to severance pay after the expiry date of this contract of employment.

### **Return of Spotless Property**

Upon termination of your employment with Spotless you must return all equipment, property, records and documents which belong to Spotless. You may not keep any copies of company information or material without the express permission of Spotless.

### **Special Requirements and Conditions**

You agree that you will undertake the following from time to time:

- Submit to an assessment of your ability to perform your role including fitness for work;
- Agree to drug and alcohol testing by the Company or any client (including random testing); and
- Agree to client site security requirements including random bag searches, vehicle searches.

Any breach of the requirements above will constitute a breach of this contract.

Any other special requirements or conditions that apply to your position and/or employment are set out in Schedule 1 – Special Requirements and Conditions (“Special Requirements”).

Where a Special Requirement places an obligation on you, it is a specific condition of this offer of employment that you comply with the Special Requirement.

### **Warranties**

You warrant that:

- You are an Australia citizen;
- You are medically fit and able to perform the inherent requirements of your role;
- You have satisfactorily completed any other certifications or requirements required by the Company for the position; and
- You maintain the required licenses, permits and/or training qualifications for your role at all times;
- Representations made by you in your employment application and Curriculum Vitae as presented to the Company are true and correct in every material particular.

(Collectively defined as “the Warranties”)

The Warranties are fundamental terms of your employment contract. If at any time you are in breach of the Warranties, that breach will constitute a fundamental breach of this employment contract and the Company has the right to bring the employment contract to an end without notice to you and that the notice provisions or redundancy provisions in this contract do not apply.

### **General**

This Agreement is a whole agreement between the parties concerning your employment and any prior contract, agreement, letter of offer, arrangement or understanding concerning your employment (or employment with any company in the Spotless Group) is replaced and superseded by this Agreement.



The terms and conditions of this Agreement may be varied from time to time by a written variation signed by both parties and approved in accordance with the applicable Company Policy.

By signing the acceptance below you agree to the terms and conditions as set out in this Agreement.

Please find enclosed the following forms, which should also be completed and returned to your immediate manager:


- New Employee Hire Form;
- Tax File Declaration Form;
- Superannuation Choice Form.

Having now completed the formalities, we welcome you to our team and wish you every success in your new role.

Yours sincerely,

**Anthony Rogers**  
EMOS Manager SNSW

**Acceptance**

I, , accept the appointment on the terms and conditions outlined above.

Signed .....  ..... Date .. 

## **Schedule 1 – Special Requirements and Conditions**

### **EVIDENCE OF RIGHT TO WORK IN AUSTRALIA**

The commencement of this contract and your ongoing employment is conditional on the Company confirming your right to work in Australia before the Commencement Date. It is a term of this offer that you provide evidence of your right to work in Australia (such as Australian birth certificate, Australian passport, Australian citizenship certificate). If the condition set out above is not satisfied by the Commencement Date, this offer will lapse.

### **MANDATORY TRAINING**

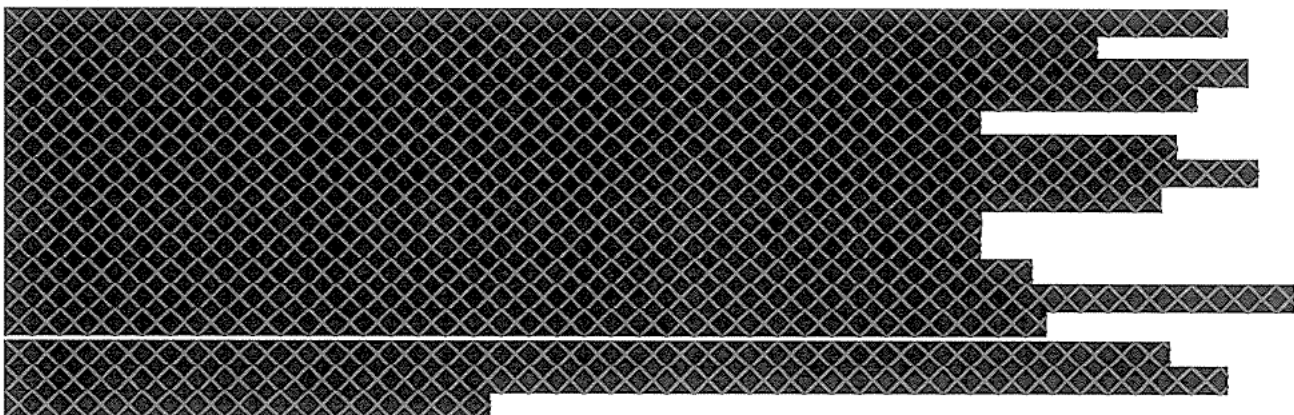
As a pre-condition of your employment, you are required to undertake all mandatory training assigned to you prior to your commencement. Depending on your work location, this may be online training and/or face-to-face training. Please refer to enclosed information on accessing LearningSpot, the Spotless online learning management system, or contact your manager for more information.

### **DEFENCE SECURITY CLEARANCE**

All Spotless employees who work in military environments are required to undertake and pass a Criminal History Check. This is undertaken through the Australian Federal Police. Your ongoing employment is conditional on you passing the Criminal History Check. If you fail the Criminal History Check at any time then your employment may be terminated.

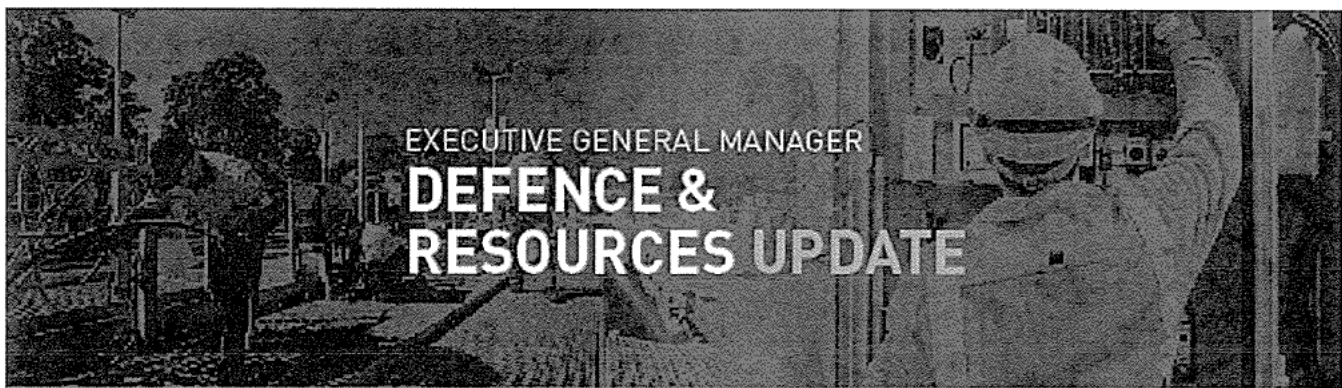
Your position is subject to a Security Assessment and you will be required to submit an application to have this assessment undertaken by the Department of Defence. Your continuing employment will be subject to you attaining and continuing to hold a Defence Security Clearance. Should you be ineligible for a Defence Security Clearance or have your clearance cancelled your employment may be terminated.

Mon 4/05/2020 11:21 AM



4 attachments (116 KB)

image001.png; image007.png; image011.png; image013.png;



**DEFENCE & RESOURCES EGM UPDATE : 5 MAY 2020**

Colleagues

I would like to provide an update on our Defences & Resources business.

**GREAT RESULTS RE-DEPLOYING SPOTLESS PEOPLE**

It has been a testing time with many of our Spotless colleagues impacted by the extended closure of hospitality and other venues of mass gatherings due to COVID-19. In this difficult time I would like to recognise and acknowledge the great work our business has done to redeploy many impacted colleagues into our business.

Some of these great achievements have included:

- In Resources we have been able to redeploy 101 Spotless colleagues from our Spotless H&I business including staff from Townsville Stadium, Brisbane Town Hall and the Virgin lounges into our mining camp services contracts.
- In Defence we have been able to redeploy 80 Spotless colleagues who were displaced by closures into additional Defence installation cleaning roles including a number of staff impacted by the closure of Defence gyms, pool facilities and some transport tasks.
- In addition to the great work in Defence and Resources, the wider Spotless business has been active in redeploying displaced staff. We have been able to redeploy over 600 staff into new roles which is a great outcome for the business and our people.

80 Spotless Staff Redeployed into Defence

101 Spotless Staff Redeployed into Resources

602 Spotless Staff Redeployed across business

**EMOS CONTRACT EXTENTION SECURED**

Defence have confirmed that based on our strong KPI and operational performance, we have been awarded the year 9 & 10 extensions under our EMOS contract. This will see the contract extended out to August 2024 which is a great reward for all our hard working people. In the coming months we will be issuing extension letters for our EMOS fixed term employment contracts.

I would just like to say thank you to all the people on the EMOS contract for their hard work and dedication. We can't rest on our laurels and our next goal will be to secure another 10 year contract to continue our good works (and hopefully extend our footprint even wider).



**SPEEDING UP A 'RETURN TO NORMAL'**

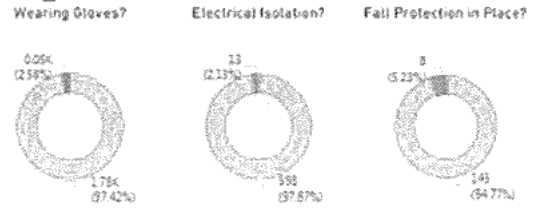
I am sure that like me you are starting to think about all the things you are looking forward to be able to do again as we start to emerge from COVID-19 lockdowns. One thing we can all do to speed the lifting of Government restrictions is to download and install the COVIDSAFE app from the Australian Government. The app does not 'track' your location, it simply detects if / when you are in close proximity to another person with the app for an extended period. If that person is subsequently diagnosed with COVID, authorities can alert you by text which greatly helps in the process of identifying and notifying people who have been exposed. Getting widespread adoption of the COVIDSAFE App is a key element in the Australian Government's strategy to lift restrictions and will hopefully speed a return to work, a return to many of the things we love doing and in time a return to normality.



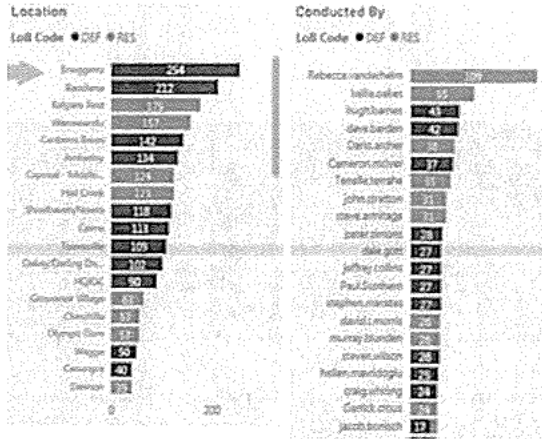
The app is available for free at the Google Play Store (for android phones) and the Apple Store (for iPhones).

**CHECK IT, WEAR IT, CLIP IT**

Our Defence and Resources leaders have conducted over 2,500 leadership interactions to validate that our key controls are operational for working at heights, working around electricity and protecting our hands. Pleasingly, these interactions are confirming that most of our people and partners are making great safety choices.



We are seeing strong leadership across all of our locations with operational leaders out and active in the field.

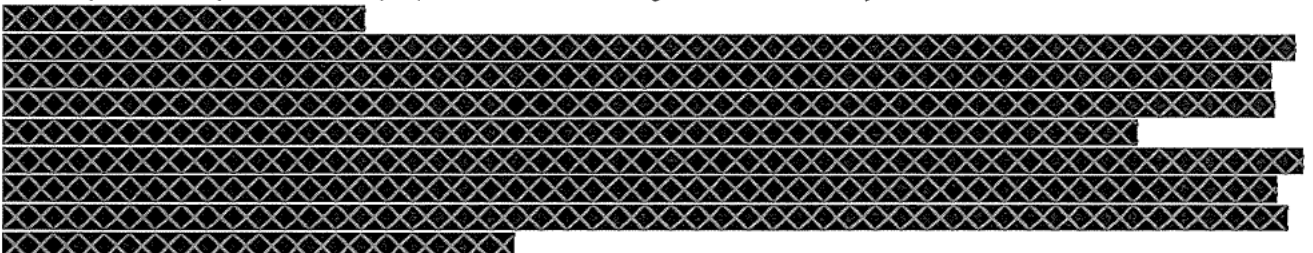


A special well done 'shout out' to all the leaders who appear on the league table,

and in particular Rebecca, Kellie and Hugh.

Our Resources and Defence leaders have been very active with a lot of discretionary effort being put into the programme which I want to acknowledge and say – well done!

Also pleasing is that almost 25% of our safety interactions to date have been with our Service Delivery Partners. They are a key part of our safety culture and just like our own people, we want them all to go home safe each day to their families.



As always our priority is to keep our people safe. Keep working safe and keep your colleagues safe.  
Regards,

EGM Defence & Resources