

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

State of Queensland (Department of Education)

AND

United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2019/38)

**DEPARTMENT OF EDUCATION CLEANERS' CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 11 June 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Department of Education Cleaners' Certified Agreement 2018*

**Parties to the Agreement:**

- State of Queensland (Department of Education)
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** 11 June 2019

**Nominal Expiry Date:** 31 August 2021

**Previous Agreements:** *Department of Education and Training (Education) Cleaners' Certified Agreement 2015*

**Termination Date of Previous Agreement:** 11 June 2019

By the Commission

O'CONNOR VP

11 June 2019

## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the *Department of Education Cleaners’ Certified Agreement 2018*.

### **1.2 Arrangement**

Subject matter Clause No.

## **PART 1 – PRELIMINARY**

Title .....	1.1
Arrangement .....	1.2
Application .....	1.3
No further claims .....	1.4
Award maintenance .....	1.5
Date and period of operation .....	1.6
Renegotiation clause.....	1.7
Objectives of the Agreement .....	1.8
Relationship to parent Award .....	1.9
Employment arrangement – Public Private Partnership (PPP) Schools .....	1.10
Replacement of existing Agreement.....	1.11
Definitions .....	1.12
Posting of Agreement .....	1.13

## **PART 2 – CONSULTATION, CONDUCT AND DISPUTE RESOLUTION**

Employment Security .....	2.1
Joint Working Party.....	2.2
Consultative Arrangements .....	2.3
Equity considerations .....	2.4
Workplace bullying and harassment.....	2.5
Dispute resolution procedures .....	2.6
Discipline, alternative duties and suspension .....	2.7
Performance improvement.....	2.8
Unplanned absenteeism .....	2.9

## **PART 3 – WAGES AND ALLOWANCES**

Wage rates .....	3.1
Salary Packaging .....	3.2
Superannuation .....	3.3
Allowances .....	3.4
Uniform .....	3.5

## **PART 4 – WORKFORCE ARRANGEMENTS**

Calculation of Cleaning Time.....	4.1
Additional cleaning for school and non-school activities .....	4.2
Closed classrooms .....	4.3
Classrooms not being used as a teaching and learning area .....	4.4
Hours of duty .....	4.5
Leave entitlements.....	4.6
Accrued Day Off (ADO) arrangements.....	4.7
Maximisation of Hours .....	4.8
Team Cleaning.....	4.9
Call outs.....	4.10
School Security Alarms .....	4.11
Rest Pauses .....	4.12

## **PART 5 – STAFFING ARRANGEMENTS**

Flexible staffing arrangements .....	5.1
Multiple hire .....	5.2
Pre-employment screening .....	5.3
Appointment and Probation .....	5.4
Permanent appointment of long-term casual Cleaners .....	5.5
Procedures for filling substantive vacancies .....	5.6
Required transfers arising from surplus capacity and/or loss of hours .....	5.7
Requested transfers .....	5.8
Absence relief .....	5.9

## **PART 6 – WORKFORCE MANAGEMENT**

School Facilities Operations Team .....	6.1
Working with Children check (Blue Card) .....	6.2
Professional development and training .....	6.3
Certificate III – Cleaning Operations .....	6.4
First Aid Training .....	6.5
Relevant ICT Training .....	6.6
Workplace Health, Safety and Wellbeing .....	6.7
Hepatitis A and B vaccinations .....	6.8
Facilities .....	6.9
Work-Life Balance .....	6.10

## **PART 7 – COLLECTIVE INDUSTRIAL RELATIONS**

Collective Industrial Relations .....	7.1
Function of Union workplace delegates .....	7.2
Union Encouragement .....	7.3
Protocols for School visits .....	7.4
International Labour Organisation (ILO) Conventions .....	7.5
Industrial Relations Education Leave .....	7.6

SCHEDULE 1	CALCULATION OF CLEANING TIME
SCHEDULE 2	CLEANERS’ LEAVE ENTITLEMENTS
SCHEDULE 3	GUIDELINES AND TERMS OF REFERENCE UVQ DoE JCCC
SCHEDULE 4	LOCAL CONSULTATIVE COMMITTEES
SCHEDULE 5	QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT

### **1.3 Application**

This Agreement shall apply to the Director-General of Education as Chief Executive of the **Department of Education** (Department) and all **Cleaners** employed by the Department and the **United Voice, Industrial Union of Employees, Queensland** (Union).

### **1.4 No further claims**

#### 1.4.1 Issues, projects and reviews to be addressed:

- (a) The Parties agree that there are a number of key priority issues, projects and reviews which will be considered during the life of the Agreement including any relevant state or federal industrial or funding initiatives, internal or external reviews or other projects as they arise.
- (b) In addressing the issues listed in clause 1.4.1(a) the Parties agree that:
  - (i) There will be no changes to wages, allowances and employment conditions for employees as a result of addressing these issues; and
  - (ii) Any funding required to implement outcomes will be dealt with through the standard departmental budget processes.

#### 1.4.2 No further claims

- (a) This Agreement is in full and final settlement of all Parties’ claims for its duration. It is a term of this Agreement that no Party will pursue any further claims relating to wages or conditions of

employment whether dealt with in this Agreement or not with the exception of the matters in clause 1.4.1(a) of this Agreement. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action, subject to any other provision in this Agreement that specifically provides otherwise.

- (b) The Parties agree that the following changes may be made to an Employee's rights and entitlements during the life of this Agreement:
- (i) A general ruling or statement of policy issued by the QIRC that provides for conditions of employment that are not less favourable than current conditions;
  - (ii) Decisions, government policy or Directives made under the *Public Service Act 2008* or *Industrial Relations Act 2016* that provide for conditions of employment that are not less favourable than the Employee's existing conditions;
  - (iii) Any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions; and
  - (iv) Any matters identified in clause 1.4.1 *Issues, projects and reviews* to be addressed in this Agreement.
- (c) Should it be agreed that specific subsidiary agreement(s) may be negotiated under this Agreement, all rights associated with protected industrial action under the *Industrial Relations Act 2016* will apply to the Parties involved.
- (d) Unless inconsistent with the terms of this Agreement, the entitlements of employees covered by this Agreement as contained in Awards, Agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date of this Agreement shall not be reduced for the life of this Agreement.

### **1.5 Award maintenance**

The employer will support and consent to applications made after the replacement of the *Department of Education and Training (Education) Cleaners' Certified Agreement 2015* to amend the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* to incorporate wage adjustments based upon the *Department of Education and Training (Education) Cleaners' Certified Agreement 2011*.

### **1.6 Date and period of operation**

This Agreement will operate from the date of certification and operate administratively from 1 September 2018. The nominal expiry date of this Agreement shall be 31 August 2021.

### **1.7 Renegotiation clause**

The Parties agree to commence negotiations 6 months prior to the nominal expiry date of this Agreement with a view to negotiating and settling a replacement agreement. As part of this process, the Union will provide its final log of claims at the commencement of negotiations. The Parties also agree to monitor the implementation of the Agreement through joint collaboration between the Department and the Union to identify issues suitable for negotiation in a replacement agreement.

### **1.8 Objectives of the Agreement**

- (a) To enhance the delivery of educational services by:
- (i) Providing efficient and high quality services;
  - (ii) Supporting initiatives in school-based planning, management and accountability frameworks;
  - (iii) Implementing fair and equitable employment practices; and
  - (iv) Developing more highly skilled Cleaners capable of achieving more effective and efficient working arrangements and who are committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving;

- (b) Provide a commitment to the continuous improvement in workplace health and safety standards for Cleaners through the prevention of injuries and illness in the workplace;
- (c) Provide certainty for Cleaners and the Department in relation to remuneration outcomes for the life of the Agreement;
- (d) Provide a bargaining process that delivers industrial stability for the duration of the Agreement; and
- (e) Provide an agreed dispute resolution process.

### 1.9 Relationship to parent Award

Subject to the General Wage Increase this Agreement shall be read and interpreted in conjunction with the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*. In the event of any inconsistency with the Award, the terms of this Agreement will take precedence.

### 1.10 Employment arrangement – Public Private Partnership (PPP) Schools

- (a) The Parties acknowledge that a Deed of Settlement was entered into between the Parties which outlines arrangements for Cleaners employed by the Department where PPP Schools are established.
- (b) The Parties acknowledge that the Deed of Settlement, applicable industrial instruments and Directives as issued by the Minister for Industrial Relations in accordance with section 54(1) of the *Public Service Act 2008*, Directives issued by the Commission Chief Executive in accordance with section 53 of the *Public Service Act 2008* and applicable processes shall govern the employment of Cleaners in PPP Schools.

### 1.11 Replacement of existing Agreement

This Agreement will supersede and replace the *Department of Education and Training (Education) Cleaners' Certified Agreement 2015* (No. CA/2015/10) in its entirety.

### 1.12 Definitions

**ADO** means Accrued Day Off

<b>Agreement</b>	means the <i>Department of Education Cleaners' Certified Agreement 2018</i>
<b>Award</b>	means the <i>General Employees (Queensland Government Departments) and Other Employees Award-State 2015</i> unless otherwise stipulated
<b>BM</b>	means Business Manager
<b>Cleaner</b>	means any person employed by the Department of Education in the classification calling of Cleaner as identified as Operational Officer Level 2 (OO2)
<b>Consultation</b>	consultation will involve more than a mere exchange of information. For consultation to be effective the cleaner/s must be contributing to the decision-making process, not only in appearance but in fact
<b>Department</b>	means the Department of Education
<b>DoE</b>	means the Department of Education
<b>Employee</b>	means any cleaner employed by the Department of Education, whether engaged on a permanent, temporary or casual capacity and whether employed on a full time or part time basis
<b>Joint Working Party</b>	means representatives of the Department as the employer and representatives from the United Voice, Industrial Union of Employees, Queensland
<b>Compassionate</b>	means an employee has requested a compassionate transfer based on:

<b>Transfer</b>	(i) Compassionate – exceptional hardship or (ii) Compassionate - pressing personal circumstances
<b>LCC</b>	means Local Consultative Committee
<b>UVQ DoE JCCC</b>	means the United Voice, Industrial Union of Employees, Queensland and Department of Education Joint Cleaning Consultative Committee
<b>Pro-rata</b>	means a proportional entitlement based upon the proportion of full-time hours worked by an employee at the time a pro-rata entitlement becomes due
<b>QIRC</b>	means Queensland Industrial Relations Commission
<b>Requested Transfer</b>	means an employee has requested to be transferred
<b>Required Transfer</b>	means a transfer to another school, either in whole or part, in accordance with the provision of this agreement regarding procedures for filling substantive vacancies
<b>Rostered Hours</b>	are the regular weekly hours worked by an employee under the roster developed at the school. These hours include ordinary hours and ADO hours
<b>Training</b>	means any activity aimed at providing Cleaners with required new information or skills in relation to the performance of work
<b>Union</b>	means the United Voice, Industrial Union of Employees, Queensland (UVQ)

### 1.13 Posting of Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all locations where there are employees covered by this Agreement so as to be easily accessible by Cleaners.

## PART 2 – CONSULTATION, CONDUCT AND DISPUTE RESOLUTION

### 2.1 Employment Security

- (a) The Department is committed to the whole-of-Government Employment Security Policy as part of the Government commitment to restoring fairness to its workforce.
- (b) The Department gives an assurance that it will not outsource Cleaners' services in any existing or new schools constructed along conventional school lines to provide traditional school services.
- (c) The Department will consult with the Union on any issue that may affect the operation of this clause.

### 2.2 Joint Working Party

Any Joint Working Party for the purposes of this Agreement comprises representatives of the Department as the employer and representatives from the United Voice, Industrial Union of Employees, Queensland. A Joint Working Party may review consultative arrangements during the life of the Agreement. Any changes will be made by agreement of the Parties.

### 2.3 Consultative Arrangements

#### 2.3.1. Statement of intent – consultation

The intent of this provision is to ensure that consultation occurs with Cleaners regarding matters that significantly impact on their work.

#### 2.3.2. Specific provisions – consultation

The Parties are committed to continuing appropriate consultative arrangements so that Cleaners are consulted in the initiation, implementation and evaluation of workplace initiatives. Key mechanisms for consultation are as follows:

- (a) Consultation with Cleaners at the school level over matters that affect their work environment including maximisation of hours, changes to the cleaning program and other job changes;
- (b) Periodic meetings of the UVQ DoE JCCC as prescribed in Schedule 3. The UVQ DoE JCCC has an ongoing role in all areas to improve efficiency and effectiveness within the cleaning service and to monitor progress in meeting this Agreement's objectives. The UVQ DoE JCCC's terms of reference include consideration of workplace issues, including employee training and development; Workplace Health, Safety and Wellbeing and anti-discrimination legislation;
- (c) Encouragement of Cleaners to be formally represented on Local Consultative Committees (LCCs) as they currently operate within school and non-school workplaces, as prescribed in Schedule 4; and
- (d) Direct Cleaner participation within the Cleaners' own work teams.

#### **2.4 Equity considerations**

- (a) The Parties are committed to the principles of equity and merit as contained within the *Public Service Act 2008 (Qld)* and the *Anti-Discrimination Act (Qld) 1991*.
- (b) The Parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements. Further the Parties support the implementation of *ILO Convention 156 – Workers with Family Responsibilities* and therefore agree that addressing the needs of such workers while enhancing organisational flexibility is a priority for the Parties to this Agreement.

#### **2.5 Workplace bullying and harassment**

The Department is committed to eliminating unlawful discrimination, workplace bullying, sexual harassment and victimisation through modelling inclusive leadership, and promoting an inclusive and respectful workplace culture.

The Parties are committed to eliminating workplace bullying. In particular, the following responsibilities shall apply:

- (a) The Department will:
  - (i) Take reasonable steps to prevent workplace bullying, harassment and violence from occurring in all workplaces;
  - (ii) Respect Employee's rights and the needs of individuals; and
  - (iii) Provide Employees with formal avenues of complaint and support.
- (b) Cleaners will:
  - (i) Treat others with respect and dignity;
  - (ii) Refrain from behaviour that may constitute workplace bullying, harassment or violence; and
  - (iii) Comply with the Departmental policies and relevant legislation, in particular the Code of Conduct for the Queensland Public Service and the Department's Standard of Practice.
- (c) Principals, Business Managers and Site Managers will:
  - (i) Model appropriate workplace behaviour;
  - (ii) Monitor any incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints; and
  - (iii) Deal with all complaints seriously, confidentially and in accordance with relevant directives, procedures and guidelines.

## 2.6 Dispute resolution procedures

- (a) The intent and objectives of this procedures are:
- (i) To avoid and resolve any disputes over matters in this Agreement by providing information and explanation, consultation, cooperation and negotiation;
  - (ii) To reduce the level of disputation; and
  - (iii) To promote efficiency, effectiveness and equity in the workplace.
- (b) The procedure is as follows:
- (i) General
 

Subject to legislation, while the dispute resolution procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo is to continue whilst the procedure is being followed. No Party will be prejudiced as to the final settlement by the continuation of the work.
  - (ii) Stage 1 (24 hours – 5 working days)
 

In the first instance, the matter is to be discussed by an accredited Union delegate and/or the Cleaner(s) with the Principal or the person in charge of the centre. The discussion should take place within 24 hours upon notification of a dispute and the procedure should not extend beyond 5 working days.
  - (iii) Stage 2 (7 working days)
 

If the matter is not resolved, it shall be referred to the relevant Union representative or Industrial Officer, if any, and to the Regional Director or nominee who will arrange a conference of the Parties with a view to resolving the matter. This process should not exceed 7 working days.
  - (iv) Stage 3 (7 working days)
 

If the matter remains unresolved, it may be referred to the State Secretary of the Union or nominee, if appropriate, and the Director-General of the Department or nominee for resolution. This process should not exceed 7 working days.
  - (v) Stage 4 – Resolution by QIRC
 

If the matter is not resolved, it may be referred by either party to the QIRC.
- (c) Sexual harassment and/or workplace bullying and harassment
- Where the matter involves allegations of sexual harassment and/or workplace bullying and harassment, a Cleaner may commence the procedure at Stage 3. Cleaners are encouraged to raise the matter with a manager or seek advice from the Integrity and Assessment Unit.

## 2.7 Discipline, alternative duties and suspension

All Cleaners shall be subject to the discipline and suspension provisions (and related policies, procedures and guidelines) applying to public service officers and public service employees prescribed by the *Public Service Act 2008*.

## 2.8 Performance improvement

- (a) The Performance Improvement Process shall be conducted in accordance with the Department's procedure, which includes a requirement that prior to commencing a formal Performance Improvement Process discussions are to be held to identifying and address performance concerns.
- (b) The Performance Improvement Plan will include:
  - i. Formal identification of the performance improvement required;
  - ii. Weekly inspections over a four week period (incorporating feedback from the Cleaner).



- (c) If the Cleaner's performance improves to an acceptable level following the Performance Improvement Plan, a six month monitoring program will be enacted.
- (d) If the Cleaner's performance does not improve to an acceptable level following the Performance Improvement Plan, a report will be compiled by the Business Manager and/or Principal for regional office consideration.
- (e) Where disciplinary action may be required, regional office will contact the Performance and Conduct Team for advice and appropriate action.

## 2.9 Unplanned absenteeism

Where a Cleaner is identified as having an absenteeism level higher than average or where there is a specific pattern of absenteeism, the relevant manager or officer should meet with the employee to discuss the circumstances surrounding their absence. The Cleaner may choose to include the Union in this meeting.

## PART 3 – WAGES AND ALLOWANCES

### 3.1 Wage rates

- (a) This Agreement provides for the following wage increases;
  - (i) 2.5% p.a. from 1 September 2018;
  - (ii) 2.5% p.a. from 1 September 2019; and
  - (iii) 2.5% p.a. from 1 September 2020.
- (b) The Department must consider the current Public Sector Wages Policy (PSWP) before applying each wage increase pursuant to subsections 3.1(a) (ii) and (iii). Should PSWP provide a greater percentage than 2.5% per annum at the time of the scheduled wage increase, the greater percentage will be apply to that increase.
- (c) Accordingly, the full time wage rates below shall apply to all full time (38 hour per week) Cleaners, with pro-rata for those working less than 38 hours per week.
- (d) Table of wages – Classification OO2

	From 01/09/2018		From 01/09/2019		From 01/09/2020	
	\$	\$	\$	\$	\$	\$
<b>FULL TIME</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>
Pay point 1	1,892.00	49,361	1,939.00	50,587	1,987.00	51,839
Pay point 2	1,932.00	50,405	1,980.00	51,657	2,030.00	52,961
Pay point 3	1,972.00	51,448	2,021.00	52,726	2,072.00	54,057
Pay point 4	2,012.00	52,492	2,062.00	53,796	2,114.00	55,153
<b>CASUAL (including 23% loading)</b>	<b>Per hour \$</b>		<b>Per hour \$</b>		<b>Per hour \$</b>	
Pay point 1	30.6205		31.3812		32.1580	
Pay point 2	31.2680		32.0447		32.8539	
Pay point 3	31.9153		32.7083		33.5337	
Pay point 4	32.5627		33.3719		34.2134	

- (e) State Wage Case and Certified Agreement

- (i) A State Wage Case does not increase the wages paid under a certified agreement.
- (ii) However, where a State Wage Case has the effect that an award provides for wages which are greater than a certified agreement that applies to the employees covered by the award, the award wages prevail.
- (iii) It is a term of this Agreement that no employee will receive a rate of pay which is less than the corresponding rate of pay in the General Employees (Queensland Government Departments) and Other Employees Award – State 2015.

### **3.2 Salary Packaging**

Salary packaging is available for Cleaners covered by this Agreement.

### **3.3 Superannuation**

Cleaners will receive an employer superannuation contribution equal to at least 9% of ordinary time earnings effective from 1 July 2006.

### **3.4 Allowances**

#### **3.4.1 Broken work allowance**

- (a) The Department agrees to pay a broken work allowance (as per the Award) payable on an “exception” basis to Cleaners employed after 1993, whilst continuing to pay the allowance as an “all purpose” payment arrangement for Cleaners employed prior to November 1993.
- (b) For Cleaners employed after November 1993:
  - (i) The payment will be paid continuously during school contact days except when Cleaners take any type of leave, in which case the Department will recoup overpayments where the paid leave cannot be appropriately adjusted in advance; and
  - (ii) Payment of the broken work allowance “by exception” to Cleaners employed after November 1993 means that it will not be applied to full labour on-costs such as Superannuation and Annual Leave loading, nor will it be applied to any non-working periods such as Public Holidays, Paid Leave, or the taking of ADO days.
- (c) All Cleaners will be able to voluntarily perform continuous work on Student Free Days subject to the maintenance of safe working practices and individual Cleaner’s work-life balance considerations. Where Cleaners voluntarily perform continuous work on Student Free Days, the broken work allowance is not payable, unless the Cleaner receives an all-purpose allowance. Cleaners shall consult with the Principal one month in advance to confirm their choice and identify if work can be undertaken.

#### **3.4.2 Qualifications allowance**

A qualifications allowance of \$20 per fortnight, payable in full to both full-time and part-time employees, will be paid to Cleaners who meet the following requirements:

- (a) Possession of *Certificate III – Cleaning Operations* or other relevant and equivalent qualification; and
- (b) Have spent one calendar year on the maximum pay point (or in the case of permanent part-time Cleaners, have spent one calendar year and worked at least 1200 hours at the maximum pay point.)

#### **3.4.3 School Cleaning Coordinator position**

- (a) The Parties acknowledge that in 1998 there was agreement to abolish the School Cleaning Coordinator (SCC) position that was introduced by agreement between the Union and Q-Clean Services when responsibility for school cleaning and Cleaners was with Q-Clean Services.
- (b) Cleaners previously employed as SCCs who received an allowance will continue to receive the allowance. Should a SCC resign, retire, or no longer wish to undertake the duties and responsibilities of the position, the position shall no longer exist and the duties shall be shared among existing Cleaners with no allowance payable.

### **3.5 Uniform**

- (a) The Parties acknowledge that the Department does not provide a standard uniform for Cleaners.
- (b) The Parties acknowledge that should a Cleaner be required by a school to wear a uniform the school shall provide at no cost to the Cleaner, the required uniform or reimburse the Cleaner for the cost of such uniform.

## **PART 4 – WORKFORCE ARRANGEMENTS**

### **4.1 Calculation of Cleaning Time**

- (a) Cleaning time is calculated in accordance with the provisions of Schedule 1, applied daily, namely:
  - (i) Standardised measurements;
  - (ii) Productivity rates;
  - (iii) Dusting rates;
  - (iv) Rubbish allocation;
  - (v) Difficulty factors;
  - (vi) Dusting factors; and
  - (vii) Administration hours.

### **4.2 Additional cleaning for school and non-school activities**

- (a) It is recognised that school Cleaners' rostered duties are based on a school's education program and responsibilities.
- (b) Where school or non-school activities result in Principal's/Line Manager's requesting Cleaners to perform additional cleaning duties beyond their normal roster, they will be allocated the required amount of cleaning time. Any such additional time will be remunerated at ordinary hours rates if within the Cleaner's daily spread of hours, or at overtime rates as per the Award if worked outside the spread of hours.

### **4.3 Closed classrooms**

- (a) The Parties agree that in circumstances where classrooms are no longer in use for any purpose, the time calculated for cleaning those rooms may be removed from the school's cleaning allocation, subject to the following provisions:
  - (i) Consideration of time allocation required for maintenance and external cleaning of the closed classroom(s);
  - (ii) Increase in cleaning time for computers, louvers and air-conditioning units in accordance with Schedule 1; and
  - (iii) Allocation of cleaning hours for administrative purposes in accordance with Schedule 1.
- (b) Clauses 4.3(a) (ii) and (iii) shall be allocated, in the first instance to the affected school.
- (c) Where surplus capacity is identified to be at least 5 hours, hours shall be reduced at the site by removing casual or temporary hours or, in the case of permanent Cleaners, through either a required transfer within 30 minutes travel or through natural attrition on a case-by-case basis.

### **4.4 Classrooms not being used as a teaching and learning area**

- (a) The Parties agree that where classrooms are not being used as a teaching and learning area, either for the whole week or part of a week on an ongoing basis (after consultation with school management), the cleaning allocation may be reduced, after consideration of the following provisions:

- (i) Consultation shall occur with the UVQ DoE JCCC regarding the nature and regularity of usage in determining an appropriate cleaning allocation. This allocation shall be based on guidelines developed by the Department in consultation with the UVQ DoE JCCC; and
  - (ii) Any reduction of time shall increase cleaning time for computers, louvers and air-conditioning units in accordance with Schedule 1 and provide for an allocation of cleaning hours for administrative purposes in accordance with Schedule 1.
- (b) Provided that clauses 4.4(a) (i) and (ii) shall be allocated, in the first instance to the affected school.
  - (c) Where surplus capacity is identified to be at least 5 hours, hours shall be reduced at the site by removing casual or temporary hours or, in the case of permanent Cleaners, through either a required transfer within 30 minutes travel or through natural attrition on a case-by-case basis.

## **4.5 Hours of duty**

### **4.5.1 General**

The ordinary spread of hours for a Cleaner shall be 6:00am to 6:00pm, unless otherwise provided for in clause 4.5.2 and clause 4.5.3.

### **4.5.2 Hours of duty – early start**

- (a) The Parties agree that in certain circumstances it may be operationally sound for Cleaners to commence work earlier than 6:00am. Provision for early commencement of duty also recognises that Cleaners in certain geographic and climatic conditions may gain benefits.
- (b) The Parties agree that Cleaners may commence duty in a team or on an individual basis between 4:00am and 6:00am provided that the following conditions are met:
  - (i) Cleaners (including temporary and casual Cleaners) at the individual worksite must be in agreement to any change;
  - (ii) where Cleaners wish to commence duty prior to 5:00am, the Principal or Site Manager shall not unreasonably withhold approval to the proposed altered arrangements;
  - (iii) the agreement must be recorded in writing at the local level;
  - (iv) productive work must be able to be performed during the earlier work hours;
  - (v) if a new permanent Cleaner joins the school or worksite, the arrangements must be reviewed and renegotiated; and
  - (vi) it is expected that earlier starts may be appropriate during the warmer months of the year, and that these arrangements could be altered during winter months.

### **4.5.3 Extended hours of duty for schools with changed or extended school days**

- (a) Where a school Local Consultative Committee (LCC) has agreed to change or extend the school hours, school Cleaners at these schools may be required to clean after 6:00pm but not later than 9:00pm.
- (b) The implementation of the working arrangements in these schools for split shift Cleaners and single shift Cleaners will be determined by mutual agreement between the Cleaners, the Union and the school administration.

### **4.5.4 Outdoor Education Centres, Environmental Education Centres and Residential Campuses**

- (a) The Parties recognise that flexibility may be required at Outdoor Education Centres (OEC), Environmental Education Centres (EEC) and Residential Campuses (RC) in relation to hours of work for Cleaners;
- (b) Where flexible hours are worked, the Cleaner and the Site manager must be in agreement with the flexible hours of duty.
- (c) Agreement and hours of duty are to be recorded in writing at the EEC, OEC or RC.

## **4.6 Leave entitlements**

Cleaners' leave entitlements are summarised in Schedule 2. The specific details of entitlements are provided in the relevant legislation and industrial instruments governing the employment of Cleaners.

#### **4.7 Accrued Day Off (ADO) arrangements**

##### **4.7.1 General**

- (a) School Cleaners are required to take annual leave during the first four weeks of the Summer school vacation period.
- (b) Where a Cleaner has not accumulated a full four weeks' annual leave entitlement, the remaining period shall be granted as special leave without pay.
- (c) School Cleaners must accumulate sufficient hours to enable ADO to be taken during the Autumn, Winter and Spring vacation periods.
- (d) The Principal or Site Manager and Cleaner must negotiate and agree on the method of accumulating all ADO time. A Cleaners ADO arrangement must be formally recorded.
- (e) ADO time may be accumulated on any basis as agreed by the Principal or Site Manager and the Cleaner, provided that it is accumulated and taken in one calendar year.

##### **4.7.2 Accruing ADOs**

- (a) The standard period of ADO accrual, as identified in 4.7.3 shall be 2 hours, unless alternative arrangements are agreed upon at the local level between the Principal and Cleaner, ensuring that a minimum period of 30 minutes is maintained (except for time accrued in the setting of security alarms).
- (b) A Principal or Site Manager may alter local level arrangements through consultation with affected Cleaners.
- (c) If a Principal or Site Manager has concerns or issues with the performance standards relating to duties being performed in ADO accrual blocks of under 2 hours, the following must occur:
  - (i) When considering a change in the ADO arrangements, the Principal or Site Manager must consult with the Cleaner concerned;
  - (ii) If exceptional circumstances exist affecting the performance standards, these should be given due consideration, which may include but not be limited to:
    - a) Extended illness
    - b) Frequent absenteeism
    - c) constant rotation of duties
    - d) Safety and security concerns; and
    - e) Family and other individual responsibilities
  - (iii) After the initial consultation, Cleaners are to be given the opportunity to address the issues raised over a period as determined by the Principal, Business Manager or Site Manager in consultation with Cleaners. Following that period, a review and assessment shall occur involving the Cleaners and management to ensure reasonable standards are attained;
  - (iv) A Cleaner may request a Union delegate or official to provide support during this process.
- (d) In the event that an issue cannot be resolved and the Principal, BM or Site Manager identifies the need for a standard two-hour (or more by agreement) period of ADO accrual, consultation shall occur between the Principal, BM or Site Manager and the Cleaner regarding the implementation of a new ADO arrangement.
- (e) In determining an arrangement under clause 4.7.2, the Principal must take into account the cleaning duties required throughout the school year, ensuring that ADO cleaning tasks are performed throughout the school year.

#### 4.7.3 Use of ADO accrual

- (a) School Cleaners and non-school Cleaners (excluding the non-school Cleaners identified in Clause 4.7.6) who accrue ADO are required to accrue a minimum of 12 ADOs per annum.
  - (i) The 12 ADOs shall be taken during the Autumn, Winter and Spring school vacation periods.
  - (ii) The Principal or Site Manager and Cleaner must negotiate and agree upon which days during the vacation periods will be taken as the 12 ADOs.
- (b) To determine a Cleaner's annual number of required hours for the accrual of 12 ADOs, the number of ADOs is multiplied by the number of ordinary hours worked per day, for example:
  - (i) For a full-time (38 hours per week Cleaner)
    - 12 ADO days x 7.6 hours = 91.2 hours per year; and
  - (ii) For a part-time (30 hours per week Cleaner)
    - 12 ADO days x 6 hours = 72 hours per year.
- (c) In remote schools which close for an additional week over the Summer vacation period, an additional 5 days ADO may be accrued to allow Cleaners to access ADO over the additional week's closure.
  - (i) This provision is subject to the requirements of the Principal or school community and agreement between the Principal and Cleaner about the rostering.
  - (ii) Agreement on the arrangements (to either schedule ADO for the additional 5 days or not) should be made by the end of Term 3 to enable sufficient time to work additional hours if required.
  - (iii) The Principal shall not unreasonably withhold agreement for the additional ADOs to be accrued.
- (d) Temporary Cleaners engaged for a period of 8 weeks or more may accrue ADO, provided:
  - (i) The period of the temporary engagement falls within the bounds of a school year (i.e.: the engagement commences at the beginning of the school year and/or does not cease beyond the end of the school year); and
  - (ii) The temporary Cleaner is able to take their accrued ADO prior to completing their temporary engagement.

#### 4.7.4 Provisional Days – no ADO Accrual required

- (a) Cleaners will receive an entitlement to one Provisional Day (pro-rata for part time Cleaners) to be applied over the Summer Vacation period.
- (b) In addition, Cleaners will receive an entitlement to one Provisional Day (pro-rata for part time Cleaners) to be applied during the Autumn, Winter or Spring Vacation period. The application of this Provisional Day will be agreed between the Principal or Site Manager and the Cleaner when entering the annual ADO Agreement.

#### 4.7.5 Additional ADO

Cleaners may also accrue one additional ADO to enable paid time during school vacation periods when they are not required to attend for duty. The application of this ADO will be agreed between the Principal or Site Manager and the Cleaner when entering the annual ADO agreement.

#### 4.7.6 ADO for non-school based Cleaners

- (a) Cleaners employed as at 20 August 2009 who are engaged exclusively at non-school locations may agree to forego the entitlement to accrue ADO for acquittal during school vacation periods in accordance with clause 4.7.3.
- (b) Cleaners at non-school locations may choose to accrue ADO time up to a maximum of two days per month. This arrangement can provide for a regular day(s) off per month (e.g. 19 day month or 9 day

fortnight) or other agreed arrangement. The arrangements for accruing and accessing ADO are to be agreed between the Cleaner and Site Manager.

- (c) Cleaners who commenced employment after 20 August 2009 and are engaged exclusively in non-school locations shall not accrue ADO as per clause 4.7.3(a). These Cleaners shall be entitled to Provisional Days as provided at section 4.7.4 of this Agreement; ADO arrangements in accordance with 4.7.6(b) of this agreement and Annual Leave accruals in accordance with the relevant industrial instrument or Directive as issued by the Minister for Industrial Relations in accordance with section 54(1) of the *Public Service Act 2008*.
- (d) Cleaners exclusively engage at non-school locations may choose to accrue ADO in accordance with 4.7.6(b).

#### 4.7.7 ADO accrual and other leave

- (a) Except for full-time Cleaners (i.e. working 38 ordinary hours per week) periods of sick leave, public holidays, long service leave, special leave with or without pay, or any other type of leave excluding workers' compensation cannot be credited as ADO time for the purposes of 4.7.3. However, Cleaners may be provided with the option of working additional time to enable scheduled ADOs as per clause 4.7.3 to be taken with full pay.
- (b) Full-time Cleaners shall be credited with 0.4 ADO time for public holidays, each day they are on leave excluding Annual Leave, the 12 mandatory ADOs and special leave without pay.
- (c) Cleaners may enter into a negative ADO balance in special circumstances (such as extended sick leave greater than 4 weeks) as agreed between the site and the Cleaner. This debit may be carried forward from one calendar year into the next calendar year. Providing that such negative balance of hours is worked up within a period of 12 months from when the negative balance occurs.

#### 4.7.8 ADO and Workers' Compensation Leave

- (a) If a Cleaner is absent on Workers' Compensation Leave, any ADO time for which they were rostered to work must be credited to their ADO balance. If the employee is subsequently absent on workers' compensation for any agreed ADO days, they must be deemed to have taken those ADO days.
- (b) Where a Cleaner has actually worked ADO hours and is subsequently absent on workers' compensation leave during any agreed ADO days, the employee may take accrued ADO hours at a time mutually convenient to the Cleaner and the Principal. No relief will be available in such circumstances.
- (c) Where a Cleaner is absent on workers' compensation leave, claims sent to WorkCover Queensland must reflect only the ordinary hours the employee was rostered to work.
- (d) A Cleaner who is absent on workers' compensation leave and is unable to take Annual Leave during the Summer vacation period must take their Annual Leave at another time mutually convenient to the Principal and the Cleaner.

#### 4.7.9 ADO Accruals on resignation or retirement

- (a) Every effort must be made for an employee to avail themselves of ADO accrual prior to their resignation or retirement taking effect.
- (b) If there remains a credit balance on the date of resignation or retirement, this will be paid on cessation of employment.
- (c) If an employee has a debit balance of ADO hours, every attempt should be made to make up that shortfall prior to the date of resignation or retirement.
- (d) Where it has not been possible to accrue the necessary hours to correct a debit ADO balance, an adjustment may be made to any remuneration owing at the time of resignation or retirement.

### 4.8 Maximisation of Hours

#### 4.8.1 General

- (a) Additional vacant cleaning hours may become available from time to time at a school or site. The School Cleaning Team will advise a school/site of additional hours through a Vacant Cleaning Hours Form.
- (b) The Principal/Site Manager will follow the process outlined below to fill the vacant cleaning hours, will document the outcome including reasons for their decisions, and will advise the affected cleaners and the School Cleaning Team.
- (c) Cleaners who are undergoing performance improvement processes are not eligible to nominate or be considered for additional hours until the performance improvement process is finalised.
- (d) Cleaners who are aggrieved by a decision on these matters may take action in accordance with the Dispute Resolution procedures within this Agreement.

#### 4.8.2 Process

- (a) In order to ensure equitable distribution of any additional vacant hours, the following process will occur when hours become available.
- (b) When determining the allocation of additional vacant hours, and depending on the size of the site as defined below, there must be a minimum number of 38 hour per week Cleaner/s at a site.

<b>Size of site</b>	<b>Minimum number of permanent 38 hours per week Cleaner/s</b>
Sites with less than 100 hours per week cleaning entitlement:	No requirement for a permanent 38 hour per week Cleaner
Sites with 100 to 199 hours per week cleaning entitlement:	1 x 38 hour per week Cleaner
Sites with 200 to 299 hours per week cleaning entitlement:	2 x 38 hour per week Cleaners
Sites with 300 hours per week or more cleaning entitlement:	3 x 38 hour per week Cleaners

- (c) Hours will be distributed in 15 minute blocks.

#### 4.8.3 Process for distributing additional vacant hours:

- (a) Permanent Cleaners with less than 30 hours per week
  - (i) All permanent cleaners with less than 30 hours per week will be advised that additional hours are available.
  - (ii) Cleaners who wish to increase their hours will advise the Principal/Site Manager of their interest.
  - (iii) Should more than one cleaner nominate for additional hours, the hours will be distributed equitably across those cleaners who nominated, up to a maximum of 30 hours per Cleaner.
- (b) All permanent cleaners (including those working 30 hours per week or more)
  - (i) Where more hours are available after Step 1, these remaining hours are to be offered to all permanent cleaners, including those working more than 30 hours per week.
  - (ii) Cleaners who wish to increase their hours will advise the Principal/Site Manager of their interest.
  - (iii) Should more than one cleaner nominate for additional hours, the hours will be distributed equitably across those cleaners who nominated, up to a maximum of 38 hours per Cleaner.
- (c) Transfers
  - (i) Any vacant hours still available following steps 1 and 2 can be offered to cleaners requiring transfer in accordance with clause 5.7 of this Agreement.
- (d) Temporary and Casual Cleaners



- (i) Where more hours are available after Steps 1-3, additional vacant hours can be offered on a temporary or casual basis to current temporary or casual cleaners.
- (e) The Principal will explain the reasons for the allocation of vacant hours decisions, including any reasons of operational convenience and efficiency, to all affected cleaners.

#### **4.9 Team Cleaning**

- (a) In general, the Department prefers team cleaning as the optimal method of achieving and maintaining efficient and productive cleaning services. Cleaners will operate in teams and they may arrange among themselves attendance and working hours to meet operational and individual Cleaners' needs.
- (b) Principals and/or Site Managers will determine the following team arrangements in consultation and by agreement with Cleaners:
  - (i) The size and membership of teams based on calculating the cleaning time required for each workplace as per Schedule 1; and
  - (ii) The scope, standard and attendance times of cleaning services required.
- (c) In consulting and attempting to reach agreement on team arrangements, neither Party shall unreasonably withhold agreement. All arrangements will be documented and copies provided to Cleaners.

#### **4.10 Call outs**

- (a) Cleaners can be requested to attend work for emergency circumstances outside their ordinary hours of duty on a voluntary basis. Emergency circumstances may include, but will not be limited to:
  - (i) Damage to property arising from fires or severe weather; and
  - (ii) Resecuring property following an after-hours school event.
- (b) Cleaners attending at the workplace under these circumstances will be paid overtime rates with minimum payment of two hours as per the Award.
- (c) Where no other options are available and a Cleaner voluntarily attends at a school in response to a school alarm where security is an issue, the Cleaner shall receive the minimum two-hour payment and overtime rates as per the Award.

#### **4.11 School Security Alarms**

- (a) School Cleaners' duties may include activating and disarming school security systems as required and locking and unlocking buildings.
- (b) Normal uninterrupted time spent in activating and setting school alarms as authorised by the Principal will be a recognised part of a particular Cleaner's allocated time.
- (c) The Department does not condone school work practices resulting in Cleaners working unpaid overtime. Overtime as authorised by the Principal or nominee shall be compensated as per the Award and conditions prescribed in a directive relating to hours and overtime issued by the Industrial Relations Minister in accordance with section 54 (1) of the *Public Service Act 2008 (QLD)*.
- (d) To compensate for possible delays and interruptions in setting security alarms by unforeseen circumstances beyond Cleaners' control, an additional 15 minute period will be available to the Cleaner nominated to set the school's security alarms. This includes, but is not limited to, instances between 6:00pm and 6:15pm.
- (e) This 15 minute period will apply immediately after the Cleaner's normal rostered ceasing time and will be accrued at ordinary rates for the purposes of accessing ADO in accordance with 4.7.3. The 15 minute period will be available, regardless of the time taken to set the alarm or security system.
- (f) Where it can be consistently demonstrated that more than 15 minutes is regularly required to set the security alarms, such situations will be investigated and action will be taken to rectify them.

- (g) Access to the above 15 minute period or to claiming overtime will be limited to one Cleaner per security alarm panel. However, a Principal may decide to share responsibility for alarm and security system setting between other Cleaners.

#### **4.12 Rest Pauses**

- (a) Cleaners are entitled to a paid rest pause of 10 minutes' duration in the Department's time in the first and second half of the working day, subject to the following:
  - (i) A total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) A total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

### **PART 5 – STAFFING ARRANGEMENTS**

#### **5.1 Flexible staffing arrangements**

Whilst continuing to recognise the desirability of full-time employment, the Department may utilise casual, part-time and temporary Cleaners where it requires increased flexibility to meet the demand for cleaning services. It is not the Department's intention to casualise the service but to attain maximum flexibility in service delivery to clients.

#### **5.2 Multiple hire**

- (a) It is the intent of the multiple-hire provision of this Agreement to allow Cleaners an opportunity to work in other occupations (callings) in the Department whilst they are also performing part-time duties as a Cleaner. The provision will allow Cleaners to perform duties up to the full-time hours of 38 hours per week.
- (b) A part-time permanent Cleaner may be appointed to more than one position within the Department provided that:
  - (i) The maximum combined number of ordinary hours for which they are employed does not exceed 76 hours per fortnight (this does not prevent Cleaners working overtime or ADO in addition to 76 hours); and
  - (ii) This provision does not extend to a temporary transfer to another classification where the duties of one calling are only performed within the relevant period.
- (c) Duties may be undertaken in a calling covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, or any other 38 hours per week Award.
- (d) Where duties are undertaken in a calling covered by an Award which prescribes less than 76 ordinary hours per fortnight, wages and leave will be determined on a proportional basis, in accordance with the relevant Awards, Certified Agreements and Department policies.

#### **5.3 Pre-employment screening**

- (a) The Parties commit to cooperate in any trial of pre-employment screening for Cleaners in the event such a program is introduced during the lifetime of the Agreement.
- (b) Prior to the implementation of such a trial, the Parties will hold discussions regarding the implementation of pre-employment screening.
- (c) The Parties also commit to reviewing the pre-employment screening arrangements prior to the expansion of any such program beyond a trial.

#### **5.4 Appointment and Probation**

- (a) The Parties agree that recruitment and selection of Cleaners will be conducted in accordance with merit principles. Consideration of a Cleaner's prior performance may be taken into account.

- (b) The probationary period for all Cleaners shall be three months.
- (c) The probationary period may be extended in exceptional situations having regard to the nature and circumstances of the employment.
- (d) Where a vacancy of two months or more exists, a temporary Cleaner will be engaged to fill the vacancy wherever possible.
- (e) Casual Cleaners may be engaged to fill temporary vacancies of a short-term nature (i.e. up to two months).

### **5.5 Permanent appointment of long-term casual Cleaners**

Where there is a substantive vacancy, the Parties agree to the permanent appointment of long-term continuous casual Cleaners who:

- (a) Were originally appointed on merit;
- (b) Have worked continuously with the Department for a period of twelve months or longer; and
- (c) Have a favourable performance assessment from their Principal.

### **5.6 Procedures for filling substantive vacancies**

- (a) The following order of consideration shall apply for filling substantive cleaning vacancies at schools and non-school locations:
  - (i) Step 1  
Consider re-deployees;
  - (ii) Step 2  
Consider compassionate transfers arising from serious health and/or safety reasons (supported by authoritative medical evidence that the Cleaner or their immediate family member requires relocation in relation to their illness) or instances of serious harassment where the Cleaner's safety and wellbeing is significantly jeopardised. Note: Discussion may occur with the Union if necessary, but discretion for determining such compassionate circumstances will rest with the Principal/Site Manager in consultation with the School Facilities Operations Team;
  - (iii) Step 3  
Consider required transfers, where a school or non-school location has been identified as being above its cleaning hours entitlement by at least 5 hours per week, as provided in clause 5.7);
  - (iv) Step 4  
Consider maximisation of hours, in accordance with the agreed procedure in clause 4.8;
  - (v) Step 5  
Check if any casual or temporary Cleaners are at the site where the vacancy arose. If there are Cleaners with more than 12 months continuous casual and/or temporary services, the Cleaner shall be appointed on a permanent basis should they meet the criteria;
  - (vi) Step 6  
Consider requested transfers as per clause 5.8 in the following order:
    - a) Return of required transfers (as provided in clause 5.7(i));
    - b) Pressing transfers, including:
      - i. Ongoing geographical separation with over 50 minutes of travel each way; and

- ii. Transfers for serious medical reasons that are not high compassionate transfers; and
- iii. Other compassionate transfers.

A Cleaner who is subject to a Performance Improvement Plan (PIP) process shall not be considered for any form of transfer for the duration of the PIP process.

(vii) Step 7

Consider recruitment and selection.

- (b) Within the above process, the Department determines and implements disciplinary transfers as appropriate and, in which case, it may consult with the Union.
- (c) Any Cleaner aggrieved by a decision on these matters may take action under either the Dispute Resolution procedures provided in this Agreement or under a Directive relating to grievance resolution issued by the Commission Chief Executive in accordance with section 53 of the *Public Service Act 2008*.

### 5.7 Required transfers arising from surplus capacity and/or loss of hours

- (a) If a school or non-school location has been identified as having a least 5 hours per week surplus capacity in accordance with clause 4.3 and clause 4.4 or above the cleaning hour entitlement in accordance with clause 4.1, the Principal or BM is advised in writing or telephone that the hours shall be absorbed through an agreed transfer process.
- (b) If a suitable vacancy becomes available, the School Facilities Operations Team shall contact the site and advise the Principal or BM and all Cleaners of the required process. The local Union organiser shall be advised in advance of this process.
- (c) A suitable vacancy is one within a reasonable travel distance. As a guide, a reasonable travel distance is within 30 minutes travel time from the Cleaner's residence to the work site. However, the suitability of each vacancy should also be assessed in relation to the individual Cleaner's particular circumstances.
- (d) Generally, where a work site is identified as having surplus capacity or loss of hours, a member of the School Facilities Operations Team will visit the site in consultation with the Principal, Business Manager or Site Manager. The officer will inform the Principal, Business Manager or Site Manager and cleaning staff of reasons for the required transfer, outline the transfer process and attempt to answer any related questions. If an officer cannot visit the affected site, they will advise the Principal, Business Manager or Site Manager and provide a contact person to answer questions affected Cleaners may have.
- (e) All Cleaners at the affected site shall be advised of the nominated vacancy, and all shall be invited to submit an expression of interest in transferring to the vacancy. Cleaners are provided the opportunity for a lifestyle change transfer (i.e.: transfer to another region in Queensland). This type of transfer, however, cannot be guaranteed.
- (f) Cleaners shall be provided at least 48 hours to consider their response to any invitation to transfer.
- (g) If no Cleaners at the site express interest in a transfer, the Cleaner nominated for transfer will be the Cleaner with the shortest length of service with the Department at that site. Length of service shall include casual employment, provided that it is continuous and immediately adjacent to the Cleaner's permanent service. However, consideration will also be given to the Cleaner's working hours compared with the vacant hours and also factoring in how the Cleaner commutes to work. If the Cleaner with the shortest length of service is unsuitable for relocation, the Cleaner with the next shortest length of service will be considered.
- (h) The basis of any required transfer of a Cleaner is that:
  - (i) no permanent Cleaner loses their employment with the Department;
  - (ii) every Cleaner maintains their permanent hours and is transferred at their substantive hours;
  - (iii) any residual hours at either site shall be filled via the maximisation process; and

- (iv) any transfer is within the Cleaner's local area of prior work unless the Cleaner requests relocation to another part of the State.
- (i) Following a required transfer, should the transferred Cleaner indicate that they wish to return to their previous school to fill a subsequent vacancy, that Cleaner will receive preference over all other normal transfers, provided that the school does not object. Schools may only object if they have legitimate reason. Examples include, but are not limited to:
  - (i) on the basis of formal performance or disciplinary processes; or
  - (ii) serious interpersonal and legal matters.

### **5.8 Requested transfers**

- (a) A Cleaner can submit a requested transfer for any reason.
- (b) Where a Cleaner is intending to move location and wishes to continue employment with the Department, they shall provide to the School Facilities Operations Team a list of schools and/or non-school sites in the area in which they are willing to be employed.
- (c) Such transferees will be given consideration for any vacancies occurring at the locations nominated in accordance with clause 5.7.
- (d) Requested transfers will only be approved on the condition that the Department incurs no cost.
- (e) Where the above process does not result in the Cleaner gaining a transfer prior to the intended move, the Cleaner may be granted special leave without pay until such time as the transfer is affected.
- (f) Cleaners will only be considered for a requested transfer after they have worked at a location for at least 12 months. This 12 month requirement does not apply to compassionate transfers, pressing transfers, required transfers, return of required transfers or transfers to gain additional hours.

### **5.9 Absence relief**

- (a) Casual Cleaners may be engaged during other Cleaners' absence on leave at any time, except during annual leave, normally taken during the mid-summer vacation, or on ADO days.
- (b) Casual Cleaners may be engaged during annual leave absences and ADO days of Cleaners employed at non-school locations. Cleaners at non-school locations are encouraged to take their annual leave during the Christmas vacation period.
- (c) Casual Cleaners are engaged for a minimum period of 2 hours per engagement and when replacing a full-time Cleaner shall work a maximum of 7.6 hours per day or 38 hours per week.
- (d) Relief provisions at schools and non-school locations are as follows:
  - (i) where there is only one Cleaner, immediate relief will be provided up to the site's calculated cleaning time in accordance with clause 4.1;
  - (ii) where there are two or more Cleaners and one Cleaner is absent there will be no relief for the first 24 hour period. The remaining Cleaners will adjust their programs to ensure that essential cleaning is carried out on non-relief days. Total relief up to the site's calculated cleaning time in accordance with clause 4.1, will be provided after the non-relief period; and
  - (iii) where a Cleaner is absent from a special school, relief will be provided for the Cleaner's next rostered shift. For example, where a Cleaner is absent for a morning shift, relief will be provided for the following afternoon shift.
- (e) In schools and non-school locations with more than one Cleaner, where there are frequent and ongoing absences, or simultaneous multiple absences through illness, the Principal or Site Manager may apply to the School Facilities Operations Team for approval of immediate relief. The School Facilities Operations Team will consider the size of the site and the number of Cleaners, together with any other relevant information, prior to determining the level of relief required.

- (f) The above relief policy applies to Cleaner absences due to planned and unplanned sick leave, discretionary leave, bereavement leave and special leave connected with Workers' Compensation. When a Cleaner is absent on any other form of leave, immediate relief is applicable up to the site's calculated cleaning time in accordance with clause 4.1.

## **PART 6 – WORKFORCE MANAGEMENT**

### **6.1 School Facilities Operations Team**

- (a) Following certification of this Agreement, the Department commits to immediately initiating the introduction of 13.0 FTE regionally based School Facilities Operations Advisor roles within the School Facilities Operations Team, Infrastructure Services Branch.
- (b) The School Facilities Operations Advisor roles will:
- (i) Provide advice to:
    - i. Schools in relation to safe and effective cleaning, and grounds and facilities management at school sites including on all issues associated with equipment, chemicals, consumable items and innovative cleaning practices.
    - ii. Regional HR teams to assist in the injury management and prevention processes for Cleaners and Schools Officers, Grounds and Facilities, as required.
    - iii. School staff regarding role clarification with Cleaners and Schools Officers, Grounds and Facilities.
  - (ii) Facilitate the delivery and scheduling of training and assist with development of programs to school-based facilities staff including Cleaners and Schools Officers, Grounds and Facilities in relation to the Department's Health, Safety and Wellness policies and procedures.
  - (iii) Develop annual audit programs in relation to the provision of cleaning and grounds and facilities services and undertake audit activities and communicate results and actions if required to school staff.
- (c) The Department further commits to the introduction of 2.0 FTE central office based management roles to support the School Facilities Operations Advisors. These roles will be responsible for the setting of the strategic direction of the Department's School Facilities Operations Team and will be accountable for a range of procurement activities, training, programs and school support.

### **6.2 Working with Children check (Blue Card)**

- (a) The Parties acknowledge that the *Working with Children (Risk Management and Screening) Act 2000* provides that Cleaners must hold a current Blue Card to work in the school environment.
- (b) In accordance with this requirement, employees are required to pay their initial Blue Card application fee, however, the Department will pay the ongoing renewal cost.

### **6.3 Professional development and training**

- (a) Cleaners are entitled to equitable access to professional development at the school level.
- (b) Professional development for Cleaners will be addressed in documents relating to school training.
- (c) On commencement of employment, all permanent Cleaners will be entitled to induction, training and professional development identified and addressed through the Developing Performance Framework (DPF) process. The DPF model to be implemented in each school or worksite shall be the subject of consultation with the LCC or where no LCC is applicable in accordance with other established consultative mechanisms.
- (d) Union representatives will be invited to address Cleaners as part of the induction process.
- (e) The Department arranges periodic compulsory training to help Cleaners improve their skills and keep up to date with advances in cleaning, hygiene techniques and related issues. To assist Cleaners

in planning their ADO agreement, they will be notified in advance of an ongoing, three yearly program of required attendance at compulsory training sessions.

- (f) Where appropriate, teams are to be trained in how to operate as self-managed units within the context of this Agreement.
- (g) It is recognised that all Cleaners require adequate English language, literacy and numeracy skills. Accordingly, where individual Cleaners with such needs can be identified, with the assistance of the Union, the Department will facilitate supportive training to enable these Cleaners to achieve adequate workplace language and literacy skills.
- (h) Cleaners shall accumulate ADO when required to attend professional development outside their ordinary hours of duty. Required attendance at compulsory training or professional development within ordinary hours shall be paid for at the ordinary rate of pay.
- (i) The accumulation of ADO for professional development activities other than those required shall be negotiated between the Cleaner and the Principal.
- (j) Schools shall ensure that a record of professional development activities is maintained.
- (k) The Parties commit to ongoing review of training, including the development of additional tools and modules, through the UVQ DoE JCCC.

#### **6.4 Certificate III – Cleaning Operations**

- (a) The Department commits to sourcing, promoting and providing the opportunity for eligible permanent Cleaners to undertake the *Certificate III – Cleaning Operations* within six months of certification of the Agreement.
- (b) The Department will fund the course enrolment costs and ensure Cleaners are able to access paid time or ADO accrual for required course attendance time.
- (c) Course roll-out, participation and completion rates will be recorded and reported at a regional level at each meeting of the UVQ DoE JCCC with processes agreed to address any issues with the application of this initiative.

#### **6.5 First Aid Training**

- (a) Where a school requires or requests a Cleaner to perform first aid duties, the Cleaner will not be required to fund the cost of obtaining a First Aid Certificate, and subsequent updates.
- (b) Should a Cleaner seek to obtain a First Aid Certificate, workplace support to fund training and subsequent updates will be provided.
- (c) Where Cleaners are required to attend approved first aid training outside of rostered hours, they will be entitled to accumulate ADO time.
- (d) The Department will explore the viability of inclusion of first aid training as a module within *Certificate III – Cleaning Operations* within three months of certification of the Agreement.

#### **6.6 Relevant ICT Training**

- (a) It is acknowledged by the Parties that cleaners require adequate skills in contemporary technology to access departmental communications.
- (b) The Department will seek the inclusion of ICT studies as a module with the *Certificate III – Cleaning Operations*, and
- (c) Should an individual Cleaner identify as requiring support in the development of required technology skills, the Department will facilitate supportive training in this regard.

#### **6.7 Workplace Health, Safety and Wellbeing**

The Parties to this Agreement are committed to achieving healthier and safer practices through workplace strategies and processes aimed at improving efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the Department's Health, Safety and Wellbeing policies and procedures.

The Parties will jointly cooperate in ongoing efforts to improve the workplace health, safety and wellbeing of Cleaners at schools and non-school locations. The Parties recognise the benefits of a preventative approach, through consultation, training, programs and strategies.

#### 6.7.1 Consultation

- (a) Consultation mechanisms to address workplace health, safety and wellbeing include:
  - (i) Encouraging Cleaners to be involved in the election of Health and Safety Representatives at their site to represent fellow workers on health and safety matters;
  - (ii) Encouraging Cleaner representation on school Health and Safety Committees to monitor and implement health, safety and wellbeing procedures and practices relevant to Cleaners;
  - (iii) Designating the UVQ DoE JCCC as the central committee for discussing workplace health, safety and wellbeing issues and reviewing relevant procedures; and
  - (iv) Maintenance of consultative procedures to resolve health, safety and wellbeing issues, including the right to refuse to perform work if the refusal is based on a reasonable concern by the employee about an imminent risk to their health or safety and the employee does not unreasonably contravene a direction to perform other available work (whether at the same or another workplace) that is safe and appropriate for the employee to perform.

#### 6.7.2 Workplace Health, Safety and Wellbeing Training

- (a) A range of health, safety and wellbeing training for Cleaners will be provided by the Department and coordinated by the School Facilities Operations Team.
- (b) The Parties are committed to effective training of all elected Workplace Health and Safety Representatives.
- (c) The Department will systematically induct and train all Cleaners in key health, safety and wellbeing issues. Cleaners are expected to participate in all accessible programs offered and to undertake any competency components by relevant training programs.
- (d) Induction and on-the-job training programs will outline workplace health, safety and wellbeing policy and procedures, particularly job related hazards, control measures applicable to each hazard and the use of health and safety systems to identify hazards and instigate preventative actions.

#### 6.7.3 Workplace Health, Safety and Wellbeing programs and strategies

- (a) The Parties are committed to programs and strategies which:
  - (i) Reduce the incidence and duration of workplace injury and illness;
  - (ii) More effectively manage workers compensation by increasing Cleaners' awareness of potential risks and associated costs;
  - (iii) Improve Cleaners' wellbeing as measured through reduced absences; and
  - (iv) Improve data management and reporting systems.
- (b) The Department supports providing rehabilitation programs to Cleaners for all types of injuries and illnesses, including those that are not related to work, in accordance with the Department's rehabilitation procedures.

### 6.8 Hepatitis A and B vaccinations

The Department will facilitate and pay the costs of Hepatitis A and B vaccinations for all Cleaners. Participation in vaccination programs is strongly recommended, however, it is recognised that participation is not mandatory.

### 6.9 Facilities

Cleaners will be provided with a readily accessible, safe, secure area, location or facility in each school (this may include, but is not limited to: a locker, staff room, spare classroom or other type of



room or secure area) for the purpose of storing personal items. This facility will be determined and provided by the school or site management.

#### **6.10 Work-Life Balance**

- (a) Cleaners are entitled to an appropriate workload that supports a reasonable work-life balance. The Parties will continue to examine means of enhancing flexibility of working arrangements to assist employees to achieve work-life balance.
- (b) The Department will encourage Principals and line managers to adopt a more considered approach to Cleaner requests for changed hours or work patterns and where appropriate to operational needs will accommodate such requests.
- (c) The Parties commit to cooperation in the implementation process to ensure consistency of best practice work-life balance initiatives across the Department.

### **PART 7 – COLLECTIVE INDUSTRIAL RELATIONS**

#### **7.1 Collective Industrial Relations**

The Queensland Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Department. The principle recognises the important role that unions play in the workplace. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

#### **7.2 Function of Union workplace delegates**

- (a) The government acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Cleaners will be given full access to union delegates or officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities, such facilities include telephones, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards.
- (d) It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (e) Subject to the relevant Cleaner's approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

#### **7.3 Union Encouragement**

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment, the Department is supporting this policy by:

- (a) supporting constructive relations and consultation between management and unions and recognising the need to work collaboratively with unions and employees in an open accountable way;
- (b) recognising, accepting and supporting the constructive role elected union delegates undertake in the workplace in relation to union activities that support and assist members;
- (c) Recognising the right of individuals to join a union and take steps to encourage that membership, such as ensuring that the Department provide all new starters with written advice about the government's commitment to union encouragement and how to access further information and union materials;

- (d) providing unions with data for new starters including Department, Award, Employee Name, Title, Classification, Job Type, Location, Floor (where available) and Work email address;
- (e) facilitating paid industrial relations leave for staff to obtain industrial relations knowledge (as per below); and
- (f) Providing union access to members and other staff in the workplace for the purpose of discussing any union or employment related matter, providing that service delivery is not disrupted and work requirements are not duly affected.

#### **7.4 Protocols for School visits**

- (a) Union officials are entitled to enter school during workplace business hours. Union officials must notify the Principal, Site Manager or the Site Manager's representative of their presence upon entering the School.
- (b) Union officials, Principal and staff must ensure that service delivery is not disrupted and work requirements are not unduly affected during Union entry.
- (c) Union members are entitled to meet with Union representatives during working hours, at times contiguous with shift or break start and finish times, and during breaks and non-working hours.
- (d) Members are entitled to meet with union representatives at convenient locations, including places where employees congregate such as lunch rooms, and in places separate from management scrutiny to discuss union activities. The Department will provide reasonable access to facilities and resources.

#### **7.5 International Labour Organisation (ILO) Conventions**

The Department recognises its obligations under the *Industrial Relations Act 2016* to give effect to international labour standards including freedom of association, workers representatives, collective bargaining and equality of opportunity for all public sector workers.

#### **7.6 Industrial relations education leave**

- (a) Industrial relations education leave is paid time off, to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Cleaners to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Cleaners may be granted up to 5 working days (or the equivalent hours) paid time off (non-accumulative) per calendar year to attend industrial relations sessions, approved by the Chief Executive or their delegate.
- (c) Additional leave, over and above the 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted, where approved structured Cleaners' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Chief Executive (or their delegate) and the Union and Cleaner.
- (d) Upon request and subject to approval by the Chief Executive (or their delegate), Cleaners will be granted paid time off in special circumstances to attend management committee meetings, Union conferences and Australian Council of Trade Unions Congress.
- (e) The granting of industrial relations education leave and any additional leave should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time leave shall not be unreasonably refused.
- (f) At the discretion of the Chief Executive or their delegate, Cleaners may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the Ministerial Directive on Special Leave in relation to special leave without salary. The conditions outlined in this directive that provide for a Cleaners' return to work following a period of unpaid leave will be met.

## SCHEDULE 1

### CALCULATION OF CLEANING TIME

The tables below are derived from Productivity Rates contained in the *Cleaners Employed by the Department of Education Certified Agreement 1998*, and Standardisation of Measurements in the *Cleaners Employed by the Department of Education Certified Agreement 2000*.

#### 1 Standardised measurements

- (a) The adopted process for applying standardised measurement will be continued until the measurements have been applied to all education facilities where Cleaners are employed.
- (b) Any reduction in the allocation of hours resulting from standardised measurements will be implemented through natural attrition and the agreed transfer procedures.

#### 2 Productivity and dusting rates

Description	Interpretation	Productivity Rate	Dusting Rate
Carpet	Includes all types of carpet and carpet squares in areas which are fully enclosed, or on veranda areas.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Cork flooring	Includes all types of cork flooring.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Internal concrete	Includes all concrete which is in a fully enclosed area with solid walls and roof.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Internal tiles and pavers	Includes all types of internal tiles and pavers which are in a fully enclosed area with solid walls and roof.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Low maintenance vinyl	Includes all types of low maintenance vinyl irrespective of polish has been applied.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Non-polished wood	Includes all wooden floor surfaces either internal or external, which have not been polished.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Safety flooring	Includes all types of safety flooring irrespective of polish has been applied.	530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Seamless flooring		530 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Polished wood	Includes all polished wooden floor surfaces either internal or external.	330 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Vinyl	Includes all polished vinyl floor surfaces, however excludes low maintenance vinyl and safety flooring.	330 m <sup>2</sup> /hour	997.5 m <sup>2</sup> /hour
Covered / enclosed concrete/pavers	Includes all concrete areas and pavers which are not fully enclosed and are either: <ul style="list-style-type: none"> <li>▪ surrounded by three solid walls and roof. Two of the walls are to be at least half way to the ceiling and not the sides of a building (excluding tuckshops). Walls can include glass, windows and louvres. An opening of more than 5 metres is regarded as a break within a wall;</li> <li>▪ under a building and considered a useable area (that is an area which can be used as a congregation point by students),</li> </ul>	960 m <sup>2</sup> /hour	Nil

Description	Interpretation	Productivity Rate	Dusting Rate
	<ul style="list-style-type: none"> <li>▪ enclosed staircases where the veranda areas are not enclosed;</li> <li>▪ courtyard areas (with a solid roof – not shade cloth or lattice) inside of buildings.</li> </ul> <p>This category does not include covered walkways, open covered play areas, verandas (in front of classroom and offices), patios and doorway entrances.</p>		
External concrete	Includes all concrete and concrete tile areas, which are not fully enclosed or included under covered concrete or pavers. This includes non-covered spoon drains adjacent to the defined cleaning area. Areas not included are fully fenced sports areas, car parks, driveways (which are not play areas), or areas that are more than 10 metres from the main defined cleaning area.	1400 m <sup>2</sup> /hour	Nil
External pavers	Includes all paved areas that are not fully enclosed or surrounded by three walls and a roof. Areas not included are car parks, driveways (which are not play areas) or areas, which are more than 10 metres from the main defined cleaning area.	1400 m <sup>2</sup> /hour	Nil
External carpet	Includes all types of carpet in areas which are not fully enclosed, or on veranda areas.	1400 m <sup>2</sup> /hour	Nil
External rubber & artificial turf	Includes all types of external rubber and artificial turf in areas which are not fully enclosed, or on veranda areas. Areas not included are areas that are more than 10 metres from the main defined cleaning area.	1400 m <sup>2</sup> /hour	Nil
Bitumen	Includes all bitumen areas. Areas not to be included are fully fenced sports areas, car parks, driveways or areas that are more than 10 metres from the main defined cleaning area.	2800 m <sup>2</sup> /hour	Nil
Fixtures	The following are counted as 1 fixture: toilet pedestals, ceramic urinals, hand basins (designated for amenities areas), showers, baths, internal science laboratory sinks including the lab sinks in prep rooms and the eye wash sinks (not including the sink within the fume cupboard), external drinking fountains and external drinking troughs (up to five taps). Drinking fountains and troughs are to be located within 10 metres of the main defined cleaning area.	2.5 minutes / fixture	Nil
Urinals	All stainless steel urinals up to 1.8 metres in length to be counted as 1.	6.25 minutes / urinal	Nil
Rubbish	Time allocated in accordance with the defined enrolment table.		Nil

### 3 Rubbish allocation

- (a) It is acknowledged that in 2006 the rubbish allocation had separate enrolment breakdowns for primary and high schools, which disadvantaged primary schools with enrolments in excess of 900 students. The changed allocation for rubbish collection and disposal was intended on being more equitable by combining both primary and high schools within the one distribution and providing for up to 1400 student enrolments.

- (b) The table hereafter provides for an increase in the rubbish allocation for schools with enrolments greater than 1400 to recognise the increasing student enrolment numbers.
- (c) Allocations for special schools and non-school locations remain unchanged.

Type of site	Enrolment	Allocation
Primary and high schools	Less than 100	15 minutes/day
	100 – 200	30 minutes/day
	201 – 600	45 minutes/day
	601 – 900	1 hour/day
	901 – 1400	2 hours/day
	1401 – 2000	3 hours/day
	2001 – 2600	3 hours 30 minutes/day
	Greater than 2600	4 hours/day
Special schools	All	30 minutes/day
All other sites	Not applicable	15 minutes/day

#### 4 Difficulty factors

- (a) The above productivity rates will be used as standard measures for determining the extent of work to be performed by cleaning teams. The allocation of hours may be adjusted upward or downward to reflect difficulty factors ( i.e. arduous circumstances) such as:
- (i) dusty or tropical environments;
  - (ii) the nature and condition of structures on site;
  - (iii) construction works in progress;
  - (iv) a mine, quarry or smelter is next to school;
  - (v) coal train passes school;
  - (vi) cane fields or farms are next to school;
  - (vii) rainforests are next to school;
  - (viii) dust or mud is greater than average level;
  - (ix) mould;
  - (x) sites where sand and grit are greater than average level; and
  - (xi) poor water quality or poor water supply.

Any of the above circumstances should be referred to Infrastructure Services for determination in consultation with the Union. Hours may be adjusted on a temporary basis or on an ongoing basis by applying a difficulty factor to the site.

- (b) The following difficulty factors reflect the impact of the arduous circumstance on the cleaning duties:

Moderate impact	0.05
High impact	0.10
Excessive impact	0.20

- (c) Schools are also allocated a standard rating. Difficulty factors will be applied in addition to the standard ratings below:

Primary schools	1.0
Secondary departments (high tops)	1.1
P-12 campuses	1.1 (it may be necessary to increase the base allocation depending on the size of the secondary facilities)
High schools	1.2
Special Schools	1.3

- (d) Special schools (i.e. schools providing programs for special needs students) receive a standard rating. However, this rating can be adjusted upwards depending on, but not limited to, higher student ascertainment levels.

## **5 Dusting factor**

- (a) The Parties recognise that the dusting factor was reduced by 5% from 1050 m<sup>2</sup> / hour to 997.5 m<sup>2</sup> / hour in 2003 to address the cleaning of features plus the following:
- (i) air conditioning units or filters;
  - (ii) sinks not covered within the above Cleaning Productivity Rates;
  - (iii) windows, bars, louvres;
  - (iv) vermin droppings;
  - (v) graffiti;
  - (vi) tuckshops; and
  - (vii) computers, cables, plugs (as authorised by the Principal).
- (b) The Parties agree that a further reduction in the dusting factor from 997.5 m<sup>2</sup> / hour to 947.6 m<sup>2</sup> / hour shall be applied provided that sufficient hours become available due to clause 4.3 and clause 4.4, subject to consultation with UVQ DET JCCC.
- (c) The Parties recognise that the reduction in the dusting factor shall reflect the cleaning of current features and the increase time required for:
- (i) computers;
  - (ii) louvers; and
  - (iii) air conditioning units.
- (d) In recognition of the increasing number of computers in schools, Cleaners may request a review of the cleaning program to consider whether alternate routines or processes for computer cleaning are necessary.

## **6 Administration hours**

The Department commits to provide an allocation of 5 hours to schools with 11 or more Cleaners provided that sufficient hours become available due to clause 4.3 and clause 4.4, subject to consultation with UVQ DoE JCCC.

**SCHEDULE 2****CLEANERS' LEAVE ENTITLEMENTS**

A summary of Cleaners' leave entitlements are specified in the relevant source document and must be read in conjunction with the relevant instrument.

**This schedule does not replace these instruments if there is a discrepancy.**

<b>Leave Type</b>	<b>Summary</b>	<b>Authority Source</b>
Annual Leave	<p>Permanent and Temporary Cleaners may accumulate 4 weeks annual leave.</p> <p>Cleaners must take their annual leave during the first four weeks of the summer school vacation period.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i></p> <p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 4/17 – Recreation Leave</i></p> <p><i>Directive 11/18 – Long Service Leave</i></p> <p><i>Circular 02/17 – Cashing Out Annual Leave</i></p> <p><i>Departmental Policy – Leave</i></p> <p><i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Bereavement Leave	<p>Permanent and Temporary Cleaners' are entitled to at least 2 days bereavement leave on full pay in the event of:</p> <p>(i) the death of a member of their immediate family or household; or</p> <p>(ii) the Cleaner, or the Cleaners spouse, is pregnant and the pregnancy ends other than by the birth or a living child.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i></p> <p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 5/17 – Special Leave</i></p> <p><i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Industrial Relations Education Leave	<p>Permanent and Temporary Cleaners may be granted up to 5 days non-cumulative leave as provided within the agreement.</p>	<i>Cleaners' Certified Agreement</i>
Jury Service and Court Attendance	<p>Permanent and Temporary Cleaners are entitled to expenses and leave if subpoenaed to attend court as a witness or required to undertake jury service.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i></p> <p><i>Directive 13/14 – Court Attendance and Jury Service</i></p>
Leave for Study and Examination Purposes	<p>Cleaners may be eligible to apply for study and research assistance in accordance with relevant industrial instruments.</p>	<p><i>Directive 9/18 – Study and Examination Leave</i></p> <p><i>Departmental Policy – Leave</i></p> <p><i>Departmental Procedure – Employee Professional Development including Study and Research Assistance Scheme (SARAS)</i></p>

Long Service Leave	<p>Cleaners who complete 10 years continuous service may be entitled to long service leave with pay.</p> <p>Cleaners who complete 7 years continuous service may be entitled to pro-rata long service leave.</p>	<p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 11/18 - Long Service Leave</i></p> <p><i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Parental Leave	<p>Parental Leave includes Maternity Leave, Adoption Leave, Surrogacy or Spousal Leave.</p> <p>Eligible Cleaners may be entitled to:</p> <p>(i) Paid maternity leave, adoption leave or surrogacy leave of 14 weeks</p> <p>(ii) Spousal leave of 1 week</p> <p>(iii) Pre-natal, pre-adoption or pre-surrogacy leave up to a total of 38 hours</p> <p>(iv) 52 weeks of unpaid leave</p>	<p><i>Industrial Relations Act 2016 (Qld)</i></p> <p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 17/18 – Paid Parental Leave</i></p> <p><i>Departmental Policy – Parental Leave</i></p> <p><i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Purchased Leave	<p>Eligible Cleaners may consider an application for purchased leave.</p>	<p><i>Directive 05/17 – Special Leave</i></p> <p><i>Directive 15/18 – Leave without salary credited as Service</i></p> <p><i>PSC Guideline – Implementing purchased leave arrangements</i></p> <p><i>Departmental Policy – Purchased leave and Deferred Salary Scheme</i></p>
Sick Leave / Carers Leave	<p>Permanent and Temporary Cleaners may accumulate 10 days sick leave.</p> <p>Cleaners may use their sick leave to care for or support:</p> <p>(a) members of their immediate family or their household:</p> <p>(i) when they are ill; or</p> <p>(ii) an unexpected emergency arises in relation to the person; or</p> <p>(b) a person who has experienced domestic violence.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i></p> <p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 10/18 – Sick Leave</i></p> <p><i>Departmental Policy – Leave</i></p>
Special Leave	<p>Cleaners may be granted, paid or unpaid special leave, based on an application for discretionary or non-discretionary leave.</p>	<p><i>Directive 05/17 – Special Leave</i></p> <p><i>Departmental Policy – Leave</i></p>
Meritorious Sick Leave	<p>Where a Cleaner has completed 26 years meritorious service (with no break in service greater than 12 months), an additional 13 weeks (65 working days) sick leave on full pay may be added to their sick leave account.</p>	<p><i>Directive 10/18 – Sick Leave</i></p>



Cultural leave	A Cleaner, who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony, may take up to 5 days unpaid cultural leave in each year, if the Department agrees.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 05/17 – Special Leave</i>
Domestic and Family Violence Leave	<p>Permanent and Temporary Cleaners' are entitled to 10 days of domestic and family violence leave on full pay in a year if:</p> <p>(a) the Cleaner has experienced domestic violence; and</p> <p>(b) the Cleaner needs to take domestic and family violence leave as a result of the domestic violence.</p> <p>Long term casual Cleaners are entitled to 10 days of unpaid leave and short term casual Cleaners are entitled to 2 days of unpaid leave in a year if:</p> <p>(a) the Cleaner has experienced domestic violence; and</p> <p>(b) the Cleaner needs to take domestic and family violence leave as a result of the domestic violence.</p>	<i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 04/15 – Support for employees affected by domestic and family violence</i>

## SCHEDULE 3

### GUIDELINES AND TERMS OF REFERENCE

#### UNITED VOICE, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND AND DEPARTMENT OF EDUCATION CLEANING CONSULTATIVE COMMITTEE [UVQ DoE JCCC]

#### 1 Introduction

The *Department of Education Cleaners' Certified Agreement 2018* provides for a consultative framework.

#### 2 Functions and roles

- (a) Continuation of appropriate consultative arrangements in the initiation, implementation and evaluation of workplace initiatives through Cleaners' participation within work teams and as part of network meetings.
- (b) Consideration of workplace issues including Cleaners' training and development, health, safety and wellbeing and anti-discrimination legislation.
- (c) Monitor and review matters arising out of the implementation of the *Department of Education Cleaners' Certified Agreement 2018*, including course roll-out, participation and completion rates of the *Certificate III – Cleaning Operations*.

#### 3 General guidelines

- (a) The UVQ DoE JCCC is the principle consultative body for the Union and the Department.
- (b) Cleaners who are nominated by the Union or the Department will be allowed adequate paid time to perform their associated duties and to discharge their responsibilities effectively.
- (c) Union officials, officers of the Department or officers from other agencies may attend meetings of the UVQ DoE JCCC but should advise the chairperson of the UVQ DoE JCCC prior to their attendance.
- (d) The UVQ DoE JCCC will be provided with administrative support to enable it to carry out its work effectively.
- (e) The UVQ DoE JCCC should meet on a regularly and no less than once per school term to discuss matters relating to the commitments made in the agreements.
- (f) The committee will visit various locations across Queensland in order to consult with representatives from a cross section of Cleaners.
- (g) The UVQ DoE JCCC should ensure that the work performed by the committee, the issues it is considering and the decisions it is making are disseminated to Cleaners in the Department who are covered by this Agreement.

#### 3 Membership of the UVQ DoE JCCC

- (a) Membership is to comprise of representation from the Department and the Union.
- (b) Wherever possible the membership of the UVQ DoE JCCC will reflect the diversity of officers within the Department and the Union with responsibility for the cleaning program.

#### 4 Meeting procedures

- (a) The Chair of the UVQ DoE JCCC is determined by the UVQ DoE JCCC, however, until such time, the chief executive of the Department or their delegate will be the chair.

- (b) Meetings are to be held at least once per term and within normal working hours
- (c) A quorum will consist of at least 4 members (including the Chair)
- (d) Minutes of the meeting will be taken and will be circulated to members within ten working days.
- (e) All members of the UVQ DoE JCCC can submit agenda items or make formal submissions or presentations to the UVQ DoE JCCC via the Chairperson.
- (f) A draft copy of the agenda for the next meeting will be provided to members the week before the meeting
- (g) The Department will ensure that Cleaners who are nominated as members of the UVQ DoE JCCC are allowed adequate paid time to perform the duties associated with being a member of the UVQ DoE JCCC.
- (h) When Union officers, officers of the Department or officers of other agencies need to attend meetings of the UVQ DoE JCCC, prior advice of such attendance should be provided to the Chairperson.

## **5 Confidentiality and information sharing**

- (a) All Parties recognise that some matters need to be treated as confidential. When the UVQ DoE JCCC determines that a matter is to be kept confidential, no member of the committee is to relate the information to any other person without the prior approval of the committee.
- (b) The Department and Union agree to make every effort to provide relevant information necessary to effective discussion and decision making of the UVQ DoE JCCC.

## **7 Reporting requirements**

The UVQ DoE JCCC is not required to report to anybody, but is required to keep the Department staff informed of issues and activities associated with the Agreement. This will be communicated via the Cleaners' Chronicle newsletter or any other such format as required.

## SCHEDULE 4

### LOCAL CONSULTATIVE COMMITTEES

- (1) The Department acknowledges the role of Local Consultative Committees (LCCs) as a mechanism to facilitate workplace reform initiatives. Decisions of the LCC are to be made by consensus wherever possible.
- (2) Consultation should be consistent with the following broad principles to ensure effectiveness and equity:
  - (a) consultative mechanisms should ensure that, in addition to the Parties to this Agreement, there is Cleaner involvement in the initiation, implementation and evaluation productivity improvements proposals affecting them;
  - (b) appropriate processes should be in place to consult with Cleaners affected by proposed productivity items;
  - (c) consultative arrangements should encompass all the work areas in the Department;
  - (d) the composition of consultative forums should take account of representation of the target groups identified in the *Public Service Act 2008 (QLD)*; and
  - (e) consultative arrangements should be reviewed from time to time by the Parties and improvements and changes to arrangements made as required and agreed, to ensure consultative arrangements operate with maximum efficiency and effectiveness.
- (3) It is recognised that cooperation and consultation in developing and implementing change initiatives will place obligations and responsibilities on Principals, Site Managers, Union officials, delegates or their equivalent.
- (4) LCCs shall meet at least one a term and on an ongoing basis as required.
- (5) Membership of LCCs shall comprise equal representation of management and Union nominees. The size of the committees is not prescribed but will usually be 8, that is, 4 Union and 4 management representatives providing that 2 Union representatives be Queensland Teachers' Union members in school settings and Together Queensland in non-school settings.
- (6) The Parties acknowledge that the processes of educational, professional, administrative and organisational change and workplace reform are broader than the specific matters detailed in this Agreement.

## Queensland Government Commitment to Union Encouragement

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.



**SIGNATURES**

**Signed for and on behalf of the State of Queensland (Department of Education):**

.....

Tony Cook

Director-General

Department of Education

Date: 16/05/19.....

**In the presence of:**

Nick Seeley.....

*(Print name)*

.....

*(Signature)*

**Signed for and on behalf of the United Voice Industrial Union of Employees, Queensland:**

.....

Gary Bullock

State Secretary

United Voice Industrial Union of Employees, Queensland

Date: 13/05/19.....

**In the presence of:**

Evanna Beljak.....

*(Print name)*

.....

*(Signature)*