

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s 156 – certifying an agreement

**Department of Education and Training**

AND

**The Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees  
(No. CA [redacted] of 2009)**

**DEPARTMENT OF EDUCATION AND TRAINING (EDUCATION) CLEANERS' CERTIFIED  
AGREEMENT 2009**

APPLICATION FOR CERTIFICATION OF AGREEMENT

**THIS AGREEMENT**, made under the *Industrial Relations Act 1999* on (Date) (Month) 2009 between the Department of Education and Training and the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees: witness that the parties agree as follows:

**PART 1 – APPLICATION AND OPERATION**

**1.1 Title**

This Agreement shall be known as the *Department of Education and Training (Education) Cleaners' Certified Agreement 2009*.

**1.2 Arrangement**

Subject Matter Clause No.

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### 1.3 Application

This agreement shall apply to the Director-General of Education as Chief Executive of the Department of Education and Training (the Department), and all cleaners employed in the Department of Education and Training (Education) and the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU).

### 1.4 No Further Claims

- 1) This agreement is in full and final settlement of all parties' claims for its duration.
- 2) It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.
- 3) This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 4) It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:
  - a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions; and
  - b) any improvements in conditions that are determined on a whole-of government basis.
- 5) 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 1999* will apply to all parties involved.
- 6) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Directives as issued by the industrial relations minister in accordance with section 54(1) of the *Public Service Act 2008*, Directives as issued by the commission chief executive in accordance with section 53 of the *Public Service Act 2008* or determinations made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.

### 1.5 Award Maintenance

- 1) QIRC State Wage Case increases awarded during 2009 and the period up to and including the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by clause 3.1 and clause 3.2 of this Agreement.
- 2) It is a term of this Agreement that no person covered by this agreement will receive a rate of pay, which is less than the corresponding rate of pay in the *Employees of Queensland Government Departments (Other Than Public Servants) Award 2003*.

### 1.7 Date and Period of Operation

This Agreement will operate from the date of certification and will operate administratively from 1 April 2009. The nominal expiry date shall be 31 March 2012. This Agreement may be terminated after the nominal expiry date provided that a replacement certified agreement has been registered, or an arbitrated determination (s. 150) has commenced operation.

### 1.8 Renegotiation Clause

The parties agree to commence negotiations 6 months prior to the expiry 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 no later than 30 September 2011. The parties also agree to monitor implementation of the agreement through the joint collaboration between the Department of Education and Training and the Union to identify issues suitable for negotiation in a replacement agreement.

### 1.9 Objectives of Agreement

- 1) To enhance delivery of educational services that:

- a) support the Department's programs in *Queensland State Education - 2010 and Education and Training Reforms for the Future* to achieve the best educational outcomes for all school students;
  - b) provide efficient and high quality services;
  - c) support initiatives in school-based planning, management and accountability frameworks;
  - d) implement fair and equitable employment practices; and
  - e) develop more highly skilled cleaners capable of achieving more effective and efficient cleaning arrangements, and committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- 2) To provide certainty for cleaners and the Department in relation to remuneration outcomes for the life of the agreement.
  - 3) To provide a bargaining process that delivers industrial stability for the duration of the agreement.
  - 4) To enunciate agreed dispute resolution processes.

### 1.10 Relationship to Parent Awards and Delegated Legislation

Subject to the General Wage Increase and Queensland Minimum Wage general rulings of 2008, and Queensland Industrial Relations Commission Wage Fixation Principles, this agreement shall be read and interpreted in conjunction with the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*, and the *Family Leave (Queensland Public Sector) Award – State 2004*. In the event of any inconsistency with the awards, the terms of this agreement will take precedence.

### 1.12 Replacement of Existing Agreement

This Agreement will supersede and replace the *Department of Education and the Arts Cleaners' Certified Agreement 2006* (No. CA 257 of 2006) in its entirety.

### 1.13 Definitions

<b>ADO</b>	means an Accrued Day Off.
<b>Award</b>	means the <i>Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003</i> unless otherwise stipulated.
<b>BSM</b>	means Business Services Manager.
<b>Cleaner</b>	means any person employed by the Department of Education and Training (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>DET(E)</b>	means the Department of Education and Training (Education) incorporating all of the Education Queensland portfolio.
<b>Employee</b>	means any cleaner employed by the Department of Education and Training (Education), whether engaged on a permanent, temporary or casual capacity and whether employed on a full time or part time basis.
<b>LCC</b>	means a Local Consultative Committee.
<b>LHMU DET(E) JCCC</b>	means Liquor, Hospitality and Miscellaneous Union and Department of Education and Training (Education) Joint Cleaning Consultative Committee.
<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.

**Union** means the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU).

### 1.13 Posting of Agreement

A copy of this agreement shall be exhibited in a conspicuous and convenient place in all locations where employees are covered by this agreement so as to be easily read by all cleaners.

## PART 2 – CONSULTATION CONDUCT & CONFLICT MANAGEMENT

### 2.1 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 Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees. The joint working party may review consultative arrangements during the life of the agreement. Any changes will be by agreement of the parties.

### 2.2 Consultative Arrangements

#### 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) 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 with the LHMU DET(E) JCCC as prescribed in Schedule 3. The LHMU DET(E) 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 LHMU DET(E) JCCC's terms of reference include consideration of workplace issues, including employee training and development; Workplace Health and Safety 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. The operation of LCCs is prescribed in Schedule 4.
- d) Direct cleaner participation within cleaners' own work teams.

### 2.3 Equity Considerations

- 1) The parties are committed to the principles of equity and merit as contained within the *Public Service Act 2008* and the *Anti-Discrimination Act (Qld) 1991*.
- 2) The parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements.
- 3) The Department will, through its Workforce Diversity and Equity policy:
  - ensure legislative compliance
  - inform cleaners on issues of diversity, equity and unlawful discrimination
  - outline employee and management responsibilities in these matters and explain consequences of breaching the policy
  - inform cleaners of complaint processes.

## 2.4 Workplace Bullying

- 1) The parties are committed to eliminating workplace bullying within the department, and to fully implementing the department's Workplace Harassment, Sexual Harassment & Violence Policy. In particular, the following responsibilities shall apply:
  - a) The Department will:
    - take reasonable steps to prevent workplace bullying, harassment and violence from occurring in all workplaces
    - respect employees' rights and the needs of individuals
    - provide employees with formal avenues of complaint and support
  - b) Cleaners will:
    - treat others with respect and dignity
    - refrain from behaviours that may constitute workplace bullying, harassment or violence
    - comply with departmental policy and relevant legislation, in particular the department's *Code of Conduct*. The five principles of public sector ethics include:
      - i. Respect for the law and system of Government
      - ii. Respect for Persons
      - iii. Integrity
      - iv. Diligence
      - v. Economy and Efficiency
  - c) Principals / BSMs and Site Managers will:
    - model appropriate workplace behaviour
    - monitor any incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints
    - deal with all complaints seriously and confidentially and in accordance with relevant Directives as issued by the industrial relations minister 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*, policies and guidelines

## 2.5 Dispute Settlement Procedures

- 1) The objectives of this procedure are:
  - a) to avoid and resolve any disputes over matters in this agreement by providing information and explanation, consultation, cooperation and negotiation;
  - b) to reduce the level of disputation;
  - c) to promote efficiency, effectiveness and equity in the workplace.
- 2) The procedures are as follows.
  - a) **General**  
Subject to relevant legislation, while the dispute procedure is being followed, the parties shall endeavour to avoid stoppages of work, lockouts or any other bans or limitations, except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of the work. Management will provide relevant information and explanation to cleaners and consult with the representatives of the LHMU.
  - b) **Stage 1 (24 hours / 7 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 and the procedure should not extend beyond 7 days.
  - c) **Stage 2 (7 days)**  
If the matter is not resolved, it shall be referred to the relevant Union representative or industrial officer, if any, and to the Workforce Relations unit or nominee who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
  - d) **Stage 3 (7 days)**

If the matter remains unresolved, it may be referred to the State Secretary of the LHMU or nominee, if appropriate, and the Director-General of Education and Training or nominee for discussion and appropriate action. This process should not exceed 7 days.

e) **Stage 4**

If the matter is not resolved, it may be referred by either party to the Queensland Industrial Relations Commission or to the Public Service Commission as appropriate, in accordance with the respective jurisdictions of the tribunals.

f) **Sexual Harassment**

Where the matter involves allegations of sexual harassment, a cleaner may commence the procedure at stage 3. This does not prohibit a cleaner from making a complaint in accordance with established departmental procedures, for example, raising the matter with a manager or seeking advice from Ethical Standards.

In terms of section 230 of the *Industrial Relations Act 1999*, the Commission is empowered by this agreement to settle and determine any matters in dispute.

- 3) Nothing contained in this procedure shall prevent representatives of the Department or the LHMU from intervening either at the request of a cleaner, or through their own initiative in respect of matters in dispute, should such action be considered conducive to achieving resolution.

## 2.6 Job Security

- 1) The government is committed to maximum employment security for tenured public service employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to government and the community.
- 2) The Department will honour the government's commitment to providing stability to the public service by avoiding unnecessary organisational restructuring and contracting-out of services. Tenured public service employees will not be forced into unemployment as a result of organisational change (other than in exceptional circumstances, and only with the approval of the Commission Chief Executive). These commitments are effected through the Government's Employment Security and Contracting-Out of Government Services policies.
- 3) The parties agree that the Department will not contract out normal cleaning services currently provided by cleaners at its State Schools in operation at the commencement of this agreement.
- 4) The Department of Education and Training also gives an assurance that it will not outsource cleaning services in any new schools and facilities owned and/or controlled by the Department and used for school activities and educational purposes, that were constructed along conventional school lines to provide traditional school services.
- 5) The Department will consult with the Union on any issue that may affect the operation of this clause.

## 2.7 Disciplinary, Secondment and Suspension Procedures

- 1) All cleaners shall be subject to the same disciplinary, secondment and suspension policy, procedures and provisions as those applying to public service officers in the *Public Service Act 2008*.
- 2) Accordingly, the provisions of Chapter 5 – Staffing generally, sections 120 and 137 and Chapter 6 – Disciplinary action for public service officers, sections 187 to 192 (including relevant schedules) of the *Public Service Act 2008* are incorporated into this agreement with the word “officer” in relevant sections being replaced by “cleaner”.
- 3) This incorporation provides the department with a range of disciplinary action which it considers reasonable according to the circumstances. Without limiting the provisions of Chapter 6, the following is a summary of the application.
- 4) Chapter 6 provides that disciplinary action may result from:
  - unsatisfactory performance;
  - misconduct;
  - absence without approval or reasonable excuse;

- contravening a manager's lawful direction;
  - drug or alcohol abuse which impairs a cleaner's performance at work;
  - breach of the code of conduct.
- 5) Possible action which can be taken in accordance with Chapter 6, includes (but is not limited to) the following:
- termination of employment;
  - transfer of the cleaner to similar duties at another site;
  - forfeiture or deferral of a salary increment or increase;
  - reduction in remuneration level;
  - a penalty of not more than 2 periodic salary payments;
  - deduction of a penalty from the cleaner's periodic salary payment;
  - a reprimand;
  - suspension of the cleaner from duty, including suspension without pay if the circumstances warrant it (a suspension may be cancelled at any time).

Any action taken pursuant to Chapter 6, excluding suspension on normal remuneration, shall be in accordance with the principles of natural justice.

- 6) Any disciplinary action, except termination of employment, shall be subject to provisions of Chapter 7 – Appeals and reviews of the *Public Service Act 2008*.

## 2.8 Managing Unsatisfactory Performance

- 1) The Managing Unsatisfactory Performance (MUP) processes shall be in accordance with DET(E) policy, clause 2.8.2 and applicable guidelines to be developed in consultation with the LHMU DET(E) JCCC. The guidelines will include a requirement that prior to commencing a formal MUP process discussions are to be held towards identifying and resolving performance issues.
- 2) The MUP process shall consist of the following two stages:

### Stage 1

- a. Formal identification of unsatisfactory performance;
- b. Weekly inspections over a four week period (inspections incorporate feedback from cleaner);
- c. Cleaning standards do not improve to an acceptable level following the inspection period. Stage 2 is enacted.
- d. Cleaning standards improve to an acceptable level following the inspection period. Six month monitoring program is enacted.
- e. Cleaning standards are not maintained during the 6 month period. Stage 2 is enacted.

### Stage 2

- a. A report is compiled by the Business Services Manager (BSM) and/or Principal for regional office consideration to determine the appropriate action. Where an investigation or disciplinary action may be required, regional office shall contact the Workforce Relations unit to determine the appropriate course of action.

## PART 3 – WAGES AND ALLOWANCES

### 3.1 The following wages are payable to school cleaners:

- 1) This agreement provides for the following wage increases:
- \$34 per week or 4.5% p.a. whichever is the greater increase payable from 1 April 2009;
  - \$34 per week or 4% p.a. whichever is the greater increase payable from 1 April 2010;
  - \$34 per week or 4% p.a. whichever is the greater increase payable from 1 April 2011.

Accordingly, the full time wage rates below shall apply to all full time (38 hours per week) cleaners with pro rata for those working less than 38 hours per week. Wage increases outlined in this agreement are in lieu of those payable under the relevant award, subject to clause 1.5.

## 2) Table of Wages - Classification 002

	01.04.2008		1/04/2009		1/04/2010		1/04/2011	
	Amount payable		Amount payable		Amount payable		Amount payable	
	\$	\$	\$	\$	\$	\$	\$	\$
<b>FULL TIME</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>	<b>Fortnight</b>	<b>Annual</b>
Pay point 1	<b>1312.90</b>	34,253	<b>1380.90</b>	36,027	<b>1448.90</b>	37,801	<b>1516.90</b>	39,575
Pay point 2	<b>1348.40</b>	35,179	<b>1416.40</b>	36,953	<b>1484.40</b>	38,727	<b>1552.40</b>	40,501
Pay point 3	<b>1383.90</b>	36,105	<b>1451.90</b>	37,879	<b>1519.90</b>	39,653	<b>1587.90</b>	41,427
Pay point 4	<b>1419.20</b>	37,026	<b>1487.20</b>	38,800	<b>1555.20</b>	40,574	<b>1623.20</b>	42,348
<b>PART TIME</b>	<b>Per hour</b>		<b>Per hour</b>		<b>Per hour</b>		<b>Per hour</b>	
Pay point 1	17.275		18.1697		19.0645		19.9592	
Pay point 2	17.7421		18.6368		19.5316		20.4263	
Pay point 3	18.2092		19.1039		19.9987		20.8934	
Pay point 4	18.6737		19.5684		20.4632		21.3579	
<b>CASUAL</b>	<b>Per hour</b>		<b>Per hour</b>		<b>Per hour</b>		<b>Per hour</b>	
Pay point 1	21.2483		22.3487		23.4493		24.5498	
Pay point 2	21.8228		22.9233		24.0239		25.1243	
Pay point 3	22.3973		23.4978		24.5984		25.6989	
Pay point 4	22.9686		24.0691		25.1697		26.2702	

## 3.2 Allowances

## 3.2.1 Broken Work and Allowance

- 1) The Department agrees to pay the 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.
- 2) Cleaners employed after November 1993:
  - a) For these cleaners 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.
  - b) The broken work allowance will be paid by exception during cleaners' student non-contact days. Any cleaner not performing broken work during the non-contact days is not entitled to the allowance and must record all unbroken work periods on their timesheets as well as submitting an amended claim form. Student non-contact days comprise the student free days worked after Christmas vacation and any days worked by cleaners during the other school vacations.
  - c) 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, any paid leave, or the taking of ADO days.
- 3) Cleaners can individually or collectively choose to perform broken or continuous work on student non-contact days, subject to safe and secure working practices being maintained. Cleaners shall advise the Principal of their work choice at least one month prior to the student non-contact day/s.

### 3.2.2 Qualifications Allowance

#### 1) Entitlement

A qualifications allowance of \$20.00 per fortnight, payable in full to both full time and part time employees, will be paid to cleaners who meet the following requirements:

- a) cleaners who obtain the Certificate III Asset Maintenance (Cleaning Operations) or other relevant and equivalent qualification; and
- b) reached the maximum pay point of the specified Classification Level in the Operational Stream (i.e. OO2); and
- c) spent one calendar year on the maximum pay point (or, in the case of permanent part time employees, have spent one calendar year and worked at least 1200 hours at the maximum pay point).

### 3.3 Uniform

- 1) The parties acknowledge that DET(E) does not provide a standard uniform for cleaners.
- 2) The parties acknowledge that should a cleaner be required by a school to wear a uniform the school shall provide at no cost the required uniform or reimburse the cleaner for the cost of such uniform.

## PART 4 – WORKFORCE ARRANGEMENTS

### 4.1 Calculation of Cleaning Time

Cleaning time is calculated in accordance with provisions in Schedule 1, namely:

- Standardised measurements
- Productivity Rates
- Dusting Rates
- Rubbish allocation
- Difficulty factors
- Dusting Factor
- Administration Hours.

### 4.2 Additional Cleaning For School and Non-School Activities

- 1) It is recognised that school cleaners' rostered duties are based on schools' education programs and responsibilities.
- 2) Where school or non-school activities result in Principals / Site Managers 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

- 1) The parties agree that in circumstances where classrooms are no longer in use for any purpose that the time calculated for cleaning those rooms may be removed from the school cleaning allocation, subject to the following provisions:
  - a. Consideration of time allocation required for maintenance and external cleaning of the closed classroom/s
  - b. Increase in cleaning time for computers, louvers and air-conditioning units in accordance with Schedule 1 (5)
  - c. Allocation of cleaning hours for administrative purposes in accordance with Schedule 1 (6)

Provided that clause 4.3.1 (b) and clause 4.3.1 (c) shall be allocated in the first instance to the affected school.

- 2) 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. Refer to clause 5.7.

#### **4.4 Classrooms Not Being Used as a Teaching and Learning Area**

- 1) 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) that the cleaning allocation may be reduced, after consideration of the following provisions:
  - a. Consultation shall occur with LHMU DET(E) JCCC regarding the nature and regularity of usage in determining an appropriate cleaning allocation. This allocation shall be based on guidelines developed by DET(E) in consultation with the LHMU DET(E) JCCC during the first 12 months of this agreement
  - b. Any reduction of time shall increase cleaning time for computers, louvers' and air-conditioning units in accordance with Schedule 1 (5) and provide for an allocation of cleaning hours for administrative purposes in accordance with Schedule 1 (6)

Provided that 4.4.1 (a) and 4.4.1 (b) shall be allocated in the first instance to the affected school.

- 2) 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. Refer to clause 5.7.

#### **4.5 Hours of Duty**

##### **4.5.1 General**

- 1) 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 Starts**

- 1) The Department and the LHMU 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.
- 2) The parties agree that cleaners may commence duty in a team or individual basis between 4:00am, and 6:00am providing the following conditions are met:
  - a. cleaners (including temporary and casual cleaners) at the individual worksite must be in agreement to any change;
  - b. where cleaners wish to commence duty prior to 5:00am, the Principal / Site Manager shall not unreasonably withhold approval to the proposed altered arrangements;
  - c. the agreement must be recorded in writing at the local level;
  - d. productive work must be able to be performed during the earlier work hours;
  - e. if a new permanent cleaner joins the school/worksite, the arrangements must be reviewed and renegotiated;
  - f. 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/Extended School Days**

Where a school local consultative committee has agreed to change / extend the school hours, school cleaners at these schools may be required to clean after 6:00 pm but not later than 9:00 pm.

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 LHMU and the school administration.

##### **4.5.4 Outdoor Education Centres (OECs), Environmental Education Centres (EECs) and Residential Campuses**

- 1) The parties recognise that flexibility may be required at outdoor education centres, environmental education centres and residential campuses in relation to hours of work for cleaners.

- 2) Where flexible hours are worked, the cleaner and the Site Manager must be in agreement with the flexible hours of duty.
- 3) Agreement and hours of duty are to be recorded in writing at the EEC / OEC / Residential Campus levels.

#### **4.6 ADO Arrangements**

##### **4.6.1 General**

- 1) School cleaners are required to take annual leave during the first four weeks of the summer school vacation period.
- 2) Where a cleaner has not accumulated a full four weeks annual leave entitlement, the remaining shall be granted as special leave without pay.
- 3) School cleaners must accumulate sufficient hours to enable Accumulated Days Off (ADO) time to be taken during certain designated vacations.
- 4) The Principal / Site Manager and cleaner must negotiate and agree on the method of accumulating all ADO time.
- 5) ADO time may be accumulated on any basis agreed to between the Principal / Site Manager and the cleaner, provided that it is accumulated and taken in one calendar year.
- 6) Cleaners' ADO arrangements must be formally recorded.
- 7) The intent of this agreement is that team cleaning is the preferred method of achieving the optimal work output of cleaning services. Whilst cleaners should operate in teams, they may arrange among themselves attendance, working hours and the best way to effectively and efficiently address operational requirements and individual cleaners' circumstances.

##### **4.6.2 Accruing ADO**

- 1) The standard period for accrual of ADO's as identified in clause 4.6.3 shall be 2 hours, unless alternative arrangements are agreed upon at the local level between the Principal and cleaners ensuring that a minimum period of 30 minutes is maintained (except for time accrued in the setting of security alarms).
- 2) The Principal / Site Manager may alter local level arrangements through consultation with the affected cleaners.
- 3) If the Principal / Site Manager has concerns or issues with the performance standards relating to duties being performed in ADO blocks of less than 2 hours the following must occur:
  - a. When considering a change in the ADO arrangements, the Principal / Site Manager must consult (refer to clause 2.2) with the cleaners concerned.
  - b. Consideration to be made in exceptional circumstances which may include, but not limited to:
    - i. Extended illness
    - ii. Frequent absenteeism
    - iii. Constant rotation of duties
    - iv. Safety and Security concerns
    - v. Family and other individual responsibilities
  - c. After the initial consultation, cleaners are to be given the opportunity to address the issues raised over a period as determined by the Principal / BSM / Site Manager, in consultation with cleaners, and at the end of that period a review and assessment should occur involving the cleaners and school management to ensure reasonable standards are attained.
  - d. Cleaners may request a LHMU delegate or official at anytime through this process.
- 4) In the event that the issues cannot be resolved and the Principal / BSM / Site Manager identifies the need for a standard 2 hour (or more by agreement) ADO block, consultation shall occur between the Principal / BSM / Site Manager and cleaners regarding the implementation of the ADO arrangement.

- 5) In determining an arrangement under 4.6.2 (1) – (4), 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.

#### **4.6.3 ADO**

- 1) School cleaners and non-school cleaners (excluding the non-school cleaners identified in clause 4.6.4) who accrue ADO are required to accrue a minimum of 12 ADO's per annum.
  - a) The 12 days shall be taken during school vacation periods other than the summer vacation period
  - b) The Principal / Site Manager and all cleaners must negotiate and agree upon which days are to be taken as the 12 ADO's.
- 2) To determine the cleaner's annual number of required hours for 12 ADO's, the number of ADO's is multiplied by the number of ordinary hours per day e.g.
  - a) For a full-time (38 hours per week) cleaner: 12 ADO days x 7.6 hours = 91.2 hours per year.
  - b) For a part-time (30 hours per week) cleaner: 12 days by 6 hours = 72 hours per year.
- 3) Cleaners may also accrue an additional 3 ADO's, however shall consult with the Principal two months in advance, to confirm their choices and demonstrate an efficient accrual of the ADO's. The additional 3 days will be applied as follows:
  - a) two days following Easter Monday;
  - b) an additional day over the Summer vacation.
- 4) In remote schools where the school closes for an extra week over the summer vacation, an additional 5 ADO's may be accumulated to allow cleaners to access ADO over the extra week's closure.
  - a) This provision is subject to the requirements of the Principal / school community and agreement between the Principal and cleaner about the rostering.
  - b) Agreement on the arrangements (to either schedule ADO's 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.
  - c) The Principal shall not unreasonably withhold agreement for the additional ADO's to be worked.
- 5) Temporary relief cleaners engaged for a period of 8 weeks or more may accumulate ADO, provided that:
  - a) the period of the 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
  - b) the temporary cleaner is able to take their accumulated ADO prior to completing their temporary engagement.
- 6) Cleaners may also accumulate additional time for emergent/compassionate leave in accordance with clause 7.2. The time should be made up in the school year however where this is not practicable will be no longer than a 12 month period from the date of leave.
- 7) Additional time may also be accrued for the purposes of professional development and training in accordance with clause 6.1 and obtaining first aide training in accordance with clause 6.2.
- 8) Casual cleaners are unable to accumulate ADO's.

#### **4.6.4 ADO For Non-School Based Cleaners**

- 1) Employees employed at the date of certification of this Agreement who are engaged exclusively at non-school locations may agree to forego their entitlement to accrue ADO for acquittal during school vacation periods in accordance with clause 4.6.3.
- 2) Cleaners at non-school locations may choose to accumulate 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 arrangements. The arrangements for accumulating and accessing ADO are to be mutually agreed between the cleaner and Site Manager.

- 3) Cleaners who commence employment after the date of certification of this Agreement and are engaged exclusively in non-school locations shall not accrue ADO as per clause 4.6.3.1. These cleaners shall be entitled to ADO arrangements as per 4.6.4.2 and annual leave in accordance with the relevant industrial instrument / Directive as issued by the industrial relations minister in accordance with section 54(1) of the *Public Service Act 2008*.

#### **4.6.5 ADO Accumulation and Other Leave**

- 1) 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 worker's compensation cannot be credited as ADO time for the purposes of 4.6.3. However, cleaners may be provided with the option of working additional time to enable scheduled ADO's, as per clause 4.6.3 to be taken with full pay.
- 2) Full time cleaners shall be credited with .4 ADO time for public holidays, each day they are on leave excluding annual leave, the 12 mandatory ADO days and special leave without pay.
- 3) 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/s. 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 negative balance occurs.

#### **4.6.6 ADO and Workers' Compensation**

- 1) ADO accrual whilst on Workers Compensation or return to work plans shall be credited to the cleaner's ADO balance. Where a cleaner is absent on Workers Compensation or return to work plans during ADO, as per clause 4.6.3, the time credited to ADO for the Workers Compensation or return to work plan absences, shall be deemed as used.
- 2) Where a cleaner has an ADO balance prior to Workers Compensation or return to work plans, periods of ADO, as per clause 4.6.3, shall not exhaust such cleaners ADO balance. Such ADO balance may be exhausted where a cleaner does not have accrued ADO due to Workers Compensation or return to work plans. Where there is a balance of accumulated ADO hours, a cleaner shall be entitled to utilise these hours at a time mutually convenient to the Principal /Site Manager and the cleaner.

### **4.7 Maximisation of Hours**

#### **4.7.1 General**

- 1) In the event of a change at a location, either by way of:
  - a) the separation or permanent reduction of hours of a current cleaner; or
  - b) the existence of additional cleaning area; or
  - c) provisions within this agreement;

Asset Maintenance unit will advise the required change in hours and how any such hours will be filled. This will be in accordance with the policy on filling vacant cleaning hours.

- 2) The Principal, BSM or Site Manager must write to all existing cleaners at the location and invite them to express their interest in the available hours of employment. Any interested cleaners must give a written response to the Principal, BSM or Site Manager.
- 3) Once expressions of interest are received, a fair and open selection process must be followed in accordance with clause 4.7.2 – clause 4.7.5.
- 4) The Principal, BSM or Site Manager must briefly document the process and must provide written details of their decision to the Asset Maintenance unit.
- 5) Cleaners currently on a Managing Unsatisfactory Performance process in accordance with clause 2.8 may not be considered for maximisation until such time the process is finalised.

- 6) Any cleaner aggrieved by a decision on these matters may take action pursuant to the dispute avoidance and settlement procedures within this agreement or grievance resolution under a Directive relating to Grievance Resolution issued by the commission chief executive in accordance with section 53 of the *Public Service Act 2008*.
- 7) In all the following paragraphs, a “substantive vacancy” is where Asset Maintenance unit has given approval to fill the vacant hours on a permanent basis. For any maximisation of hours described below, a minimum allowable block of time is 15 minutes.

#### **4.7.2 Sites with less than 100 hours per week cleaning entitlement**

- 1) The hours will be offered to any permanent cleaner working less than 30 hours per week. Any cleaners’ requests to maximise hours will be processed up to 30 hours per week, and where more than one of these requests is received, the available hours will be distributed as evenly as possible up to 30 hours per week
- 2) For any remaining hours after the process in clause 4.7.2.1 has been applied, the Principal / Site Manager may consider maximising other permanent cleaners’ hours from 30 up to 38 hours per week. The Principal / Site Manager may also consider the worksite’s operational convenience and efficiency as the prime reason in making any such decision. The Principal should be prepared to explain the reasons for any such decision, including any reasons of operational convenience and efficiency.

#### **4.7.3 Sites with 100 to 199 hours per week cleaning entitlement**

- 1) The hours will be offered to any permanent cleaner working less than 30 hours per week. Any cleaners’ requests to maximise hours will be processed up to 30 hours per week, and where more than one of these requests is received, the available hours will be distributed as evenly as possible up to 30 hours per week.
- 2) For any additional hours where all permanent cleaners have had their hours maximised to 30 hours per week and / or do not seek additional hours, such hours will be offered to any remaining permanent cleaners working 30 hours per week or more or to those whose hours have just been maximised up to 30 hours per week.
- 3) If any requests to maximise over 30 hours per week are received, these sites are to have at least 1 x 38 hour per week cleaner or up to an additional 8 hours per week, in total, being worked by cleaners with over 30 hours per week. If more than one request is received the available hours will be distributed as evenly as possible up to the 8 hours per week.
- 4) For any remaining hours following the process in clause 4.7.3.1 – clause 4.7.3.3, the Principal / Site Manager may consider whether it is operationally convenient or efficient to maximise any other permanent cleaners’ hours from 30 up to 38 hours per week. The Principal should be prepared to explain the reasons for any such decision, including any reasons of operational convenience and efficiency.

#### **4.7.4 Sites with 200 to 299 hours per week cleaning entitlement**

- 1) The hours will be offered to any permanent cleaner working less than 30 hours per week. Any cleaners’ requests to maximise hours will be processed up to 30 hours per week, and where more than one of these requests is received, the available hours will be distributed as evenly as possible up to 30 hours per week.
- 2) For any additional hours where all permanent cleaners have had their hours maximised to 30 hours per week and / or do not seek additional hours, such hours will be offered to any remaining permanent cleaners working 30 hours per week or more, or to those whose hours have just been maximised up to 30 hours per week.
- 3) If requests to maximise over 30 hours per week are received, these sites are to have at least 2 x 38 hour per week cleaners or up to an additional 16 hours per week, in total, being worked by cleaners with over 30 hours per week. If more than one request is received, the available hours will be distributed as evenly as possible up to the 16 hours per week.
- 4) For any remaining hours and following the process in clause 4.7.4.1 – clause 4.7.4.3, the Principal / Site Manager may consider whether it is operationally convenient or efficient to maximise any other permanent cleaners’ hours from 30 up to 38 hours per week. The Principal should be prepared to explain the reasons for any such decision, including any reasons of operational convenience and efficiency.

#### **4.7.5 Sites with 300 hours per week or more cleaning entitlement**

- 1) The hours will be offered to any permanent cleaner working less than 30 hours per week. Any cleaners' requests to maximise hours will be processed up to 30 hours per week, and where more than one of these requests is received, the available hours will be distributed as evenly as possible up to 30 hours per week.
- 2) For any additional hours where all permanent cleaners have had their hours maximised to 30 hours per week and / or do not seek additional hours, such hours are to be offered to any remaining permanent cleaners working 30 hours per week or more or to those whose hours have just been maximised to 30 hours per week.
- 3) If requests to maximise over 30 hours per week are received, these sites are to have at least 3 x 38 hour per week cleaner or up to an additional 24 hours per week, in total, being worked by cleaners over 30 hours per week. If more than one request is received, the available hours will be distributed as evenly as possible up to the 24 hours per week.
- 4) For any remaining hours and following the process in clause 4.7.5.1 – clause 4.7.5.3, the Principal / Site Manager may consider whether it is operationally convenient or efficient to maximise any other permanent cleaners' hours from 30 up to 38 hours per week. The Principal should be prepared to explain the reasons for any such decision, including any reasons of operational convenience and efficiency.

#### **4.8 Team Cleaning**

- 1) 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.
- 2) Principals / Site Managers will determine the following team arrangements in consultation and by agreement with cleaners:
  - the size and membership of teams based on calculating the cleaning time required for each workplace as per Schedule 1; and
  - the scope, standard, and attendance times of cleaning services required.
- 3) 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.

#### **4.9 Call Outs**

- 1) 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:
  - damage to property arising from fires or severe weather; and
  - re-securing property following an after-hours school event.
- 2) Cleaners attending at the workplace under these circumstances will be paid overtime rates with minimum payment of two hours as per the award.
- 3) In the interim, 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.

#### **4.10 School Security Alarm Systems**

- 1) School cleaners' duties may include activating and disarming school security systems as required and locking and unlocking buildings.
- 2) 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.
- 3) 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*.

- 4) 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.
- 5) 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 4.6.3. The 15 minute period will be available, regardless of the time taken to set the alarm or security system.
- 6) 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.
- 7) 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.

## **PART 5 - STAFFING ARRANGEMENTS**

### **5.1 Flexible Staffing Arrangements**

Whilst continuing to recognise the desirability of full-time employment, the Department may utilise part-time, casual 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**

- 1) It is the intent of the multiple-hire (multiple engagements) 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.
- 2) A part-time permanent cleaner may be appointed to more than one position within the Department provided that:
  - 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 above);
  - This provision does not extend to a temporary transfer (secondment) to another classification where the duties of one calling only are performed within the relevant period;
- 3) Duties may be undertaken in a calling covered by the *Employees of Government Departments (Other than Public Servants) Award – State 2003* or the *Queensland Public Service Award – State 2003*, or any other 38 hours per week award.
- 4) 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 departmental policies.

### **5.3 Pre-Employment Screening**

- 1) 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.
- 2) Prior to the implementation of such a trial, the parties will hold discussions regarding the implementation of pre-employment screening.
- 3) 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 Processes

- 1) The probationary period for all cleaners shall be six months in accordance with departmental policy and / or guidelines. The period for probation may be shortened and / or extended in accordance with departmental policy and / or guidelines.
- 2) The parties agree to continuation of arrangements providing for cleaners to be permanently appointed to substantive vacancies through a merit selection process.
- 3) This process may include evaluation of the cleaner's performance through employment as a casual (relief) cleaner.
- 4) The parties further agree that where a vacancy of 2 months or longer occurs due to the absence of a cleaner on parental leave, long service leave, sick leave, special leave without pay or where operational needs exist, the vacancy should be filled by a cleaner engaged on a temporary basis for a specified term.
- 5) Casual cleaners may be engaged to fill temporary vacancies of a short-term nature i.e. up to 2 months.

#### 5.5 Permanent Appointment of Long Term Casual Cleaners

- 1) Where there is a substantive vacancy, the parties agree to the permanent appointment of long-term continuous casual cleaners who meet the following criteria:
  - a) were originally appointed on merit;
  - b) have worked continuously with the Department for a period of twelve months or longer; and
  - c) receive a favourable performance assessment from their Principal.

#### 5.6 Procedures For Filling Substantive Vacancies

- 1) The following order of consideration shall apply for filling substantive cleaning vacancies at schools and non-school locations
  - a) **Step 1** - Consider *Re-deployees*
  - b) **Step 2** - Consider *High Compassionate Transfers* arising from e.g. 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 can occur with the Union if necessary, but discretion for determining such compassionate circumstances will rest with the Principal / Site Manager in consultation with Asset Management unit.
  - c) **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 (refer to clause 5.7).
  - d) **Step 4** – Consider *Maximisation of hours*, in accordance with the agreed procedure in clause 4.7.
  - e) **Step 5** - Check if any *casual or temporary cleaners* are at the site where vacancy arose. If there are cleaners with more than 12 month continuous casual and/or temporary service, the cleaner shall be appointed on a permanent basis should they meet the criteria.
  - f) **Step 6** - Consider *Requested Transfers* as per clause 5.8 in the following order.
    - (i) Return of Required Transfers (refer to clause 5.7);
    - (ii) Pressing Transfers
      - ongoing geographical separation with over 50 minutes of travel each way;
      - transfers for serious medical reasons that are not High Compassionate Transfers.
    - (iii) Other compassionate transfers

A cleaner who is subject to the Managing Unsatisfactory Performance process in accordance with clause 2.8 shall not be considered for any form of transfer for the duration of the MUP process.

- g) **Step 7** - Consider *Recruitment and Selection*.

- 2) Within the above process, the Department determines and implements *Disciplinary Transfers* as appropriate and, in which case, it may consult with the Union.
- 3) Any cleaner aggrieved by a decision on these matters may take action under the dispute avoidance and settlement procedures in this agreement, or 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:**

- 1) If a school or non-school location has been identified as having at least 5 hours per week surplus capacity in accordance with clause 4.3 and clause 4.4 or above the cleaning hour entitlement as per clause 4.1, the Principal / BSM is advised in writing / telephone that the hours shall be absorbed through an agreed transfer process.
- 2) If a suitable vacancy becomes available, a Facilities Officer shall contact the site identified and advise the Principal / BSM and all cleaners of the required process. The local Union organiser shall be advised in advance of this process.
- 3) 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.
- 4) Generally, where a work site is identified as having surplus capacity or loss of hours, a Facilities Officer from Central Office or the relevant district will visit the site in consultation with the Principal, BSM / Site Manager. The Officer will inform the Principal, BSM / 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, the relevant office will advise the Principal / BSM / Site Manager and provide a contact person to answer questions from all affected school staff.
- 5) All cleaners at the site affected 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. a transfer to other districts within Queensland. This type of transfer however, cannot be guaranteed.
- 6) Cleaners shall be given at least 48 hours to consider their response to any invitation.
- 7) If no cleaners at the site express interest, the cleaner nominated for transfer will be the one with the shortest length of service with the Department at that site. (Length of service shall include casual employment, provided 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 shortest service is unsuitable for relocation, the cleaner with next shortest service will be considered.
- 8) The basis of any required transfer of a cleaner is that:
  - a) no permanent cleaner loses their employment with the Department.
  - b) every cleaner maintains their permanent hours, and is transferred at their substantive hours.
  - c) any residual hours at either site shall be filled via the maximisation process.
  - d) any transfer is within the cleaner’s local area of prior work unless the cleaner requests relocation to another part of the State.
- 9) Where after a required transfer, a cleaner indicates that they wish to return to their previous school to fill a vacancy, that cleaner will receive preference over all other normal transfers, provided the school does not object. Schools may only object if they have a legitimate reason. Examples include (but are not limited to) the following:
  - a) on the basis of formal performance/disciplinary processes or
  - b) serious interpersonal/ legal matters.

#### **5.8 Cleaners’ Requested Transfers**

- 1) Where a cleaner is intending to move location and wishes to continue employment with the Department, they shall provide to Asset Management unit a list of schools / non-school sites in the area in which they are willing to be employed.

- 2) Such transferees will be given consideration for any vacancies occurring at the localities nominated, in accordance with clause 5.7.
- 3) Transfers will only be approved on the condition that the Department incurs no cost.
- 4) 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.
- 5) 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 other transfer arrangements (e.g. but not limited to compassionate, pressing, required transfers or transfers to gain additional hours).

### **5.9 Absence Relief Policy**

- 1) Casual cleaners may be engaged during other cleaners' absence on leave at any time, but not when they are on annual leave, normally taken during the mid-summer vacation, or on ADO days.
- 2) 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.
- 3) 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.
- 4) Relief provisions at schools and non-school locations are as follows:
  - a) 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;
  - b) 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.
- 5) 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 / Site Manager may apply to the Cleaning Advisor for approval of immediate relief. The Cleaning Advisor 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.
- 6) The above relief policy applies to cleaner absences due to planned and unplanned Sick Leave, Emergent / Compassionate 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.

### **5.10 Unplanned Absenteeism**

Unplanned absenteeism shall be closely monitored with the aim of reducing 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 / Officer shall investigate the circumstances, including required compliance in accordance with ministerial Directives relating to Sick Leave and Attendance – Recording and Reporting Requirements issued by the industrial relations Minister in accordance with section 54(1) of the *Public Service Act 2008*. If necessary, the relevant Manager/Officer should meet with the employee to discuss the circumstances surrounding their absence. The cleaner may choose to include the Union in this meeting.

### **5.11 Relief Cleaning Teams**

- 1) The parties commit to trial District Relief Cleaning Teams (DRCTs) within two regions and that the LHMU DET(E) JCCC or a committee established under the LHMU DET(E) JCCC will be consulted on the structure and employment arrangements for the DRCTs.

- 2) The parties agree that the LHMU DET(E) JCCC or a committee established under the LHMU DET(E) JCCC shall work towards implementation of the DRCT trial for Semester 1 and Semester 2 of the 2010 school year.
- 3) The LHMU DET(E) JCCC or a committee established under the LHMU DET(E) JCCC shall review the implementation of the DRCT trial.

## **PART 6 - WORKFORCE MANAGEMENT**

### **6.1 Professional Development & Training**

- 1) Cleaners will be entitled to equitable access to professional development at the school level.
- 2) Professional Development for cleaners will be addressed in documents relating to school training.
- 3) On commencing 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 / worksite shall be the subject of consultation with the LCC or where no LCC is applicable in accordance with other established consultative mechanisms.
- 4) Union representatives will be invited to address cleaners as part of the induction.
- 5) The Department arranges periodic compulsory training to help cleaners improve their skills and keep up to date with advances in cleaning and hygiene techniques and related issues. To assist cleaners plan their ADO arrangements, they will be notified in advance of an ongoing, three yearly program of required attendance at compulsory training sessions.
- 6) Where appropriate, teams are to be trained in how to operate as self-managed units within the context of this Agreement.
- 7) The Department and the Union recognise the mutual benefits of implementing a competency-based training program for cleaners. As such, the parties are committed to providing access to training in Certificates II and III Asset Maintenance (Cleaning Operations). These courses are aligned to national competency standards for the cleaning industry.
- 8) 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.
- 9) Cleaners shall be eligible to accumulate ADO when required to attend professional development outside their ordinary hours of duty. Required attendance at compulsory training/ professional development within ordinary hours shall be paid for at the ordinary rate of pay.
- 10) The accumulation of ADO for professional development activities other than those required shall be negotiated between the cleaner and the Principal.
- 11) Schools shall ensure that a record of Professional Development activities is maintained.
- 12) The parties commit through the LHMU DET(E) JCCC to an ongoing review of training including the development of additional tools and modules.

### **6.2 First Aid Certificate**

- 1) Where a school requires or requests a cleaner to perform first aid duties, then the cleaner will not be required to fund the cost of obtaining the first aid certificate and subsequent updates.
- 2) Where cleaners are required to attend approved first aid training outside of rostered hours they will be entitled to accumulate ADO time.

### 6.3 Workplace Health and Safety (WH&S)

The parties are committed to achieving safe and healthier working environments which support improved wellbeing, efficiency and productivity. The Department's approach will be comprehensive and consistent with its Workplace Health and Safety and Rehabilitation Procedures.

The parties will jointly cooperate in ongoing efforts to improve the workplace health and safety of cleaners at schools and non-school locations. The parties recognise the benefits of a preventative approach through the following:

#### 1) Consultation

Consultative mechanisms to address workplace health and safety issues will include:

- a) encouraging cleaning staff to be involved in the election of workplace health and safety representatives to represent fellow workers on health and safety matters;
- b) encouraging cleaning staff representation on school health and safety committees to monitor and implement health and safety procedures and practices pertinent to cleaners;
- c) designating the LHMU DET(E) JCCC as the central committee for discussing workplace health and safety issues and reviewing relevant procedures.

#### 2) Workplace Health and Safety Training

- a) A range of health and safety training for cleaners is provided by the department and is coordinated by Asset Maintenance unit.
- b) The parties are committed to effective training of all elected workplace health and safety representatives.
- c) The Department will systematically train all cleaners in key health and safety 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 and safety policy and procedures, particularly job related hazards, control measures applicable to each hazard, and use of health and safety systems to identify hazards and instigate preventive actions.

#### 3) Programs and Strategies

- a) The parties remain committed to programs and strategies which:
  - reduce the incidence and duration of workplace injury and illness;
  - more effectively manage workers' compensation by increasing cleaners' awareness of potential risks and associated costs;
  - improve cleaners' wellbeing as measured through reduced absences; and
  - 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 Workplace Rehabilitation Procedures.

### 6.4 Hepatitis A and B Vaccinations

- 1) The Department remains committed to the full implementation of its Infection Control Procedure, which includes vaccination information for Hepatitis A and B. In acknowledging this procedure, the Department will facilitate and pay for the cost of Hepatitis A and B vaccinations for all employed cleaners.
- 2) Where a cleaner makes an application for a Hepatitis A and B vaccination, the cleaner shall receive a written response acknowledgement the receipt of the application and the expected time frame for vaccination.
- 3) The parties acknowledge that clause 2.5 may be followed in the event that a cleaner is dissatisfied with the application of clause 6.4.1.

## **6.5 Reduction of Waste**

The parties agree to continue to reduce wastage in consumables, equipment replacement, and energy consumption and participate in recycling programs.

## **6.6 School Cleaning Coordinator Position**

- 1) 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.
- 2) Cleaners previously employed as SCCs who received an allowance will continue to receive the allowance. Should an SCC resign/retire/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.

## **6.7 Cleaners' Facilities**

Cleaners will be provided with a readily accessible, safe, secure area / location / facility in each school (this may include but is not limited to: a locker, staff room, spare classroom, and another type of room or secure area) for the purposes of storing personal items and so forth. This is to be determined and facilitated by the school / site management.

## **PART 7 - CONDITIONS OF EMPLOYMENT**

### **7.1 Cleaners' Leave Entitlements**

- 1) Cleaners' leave entitlements are summarised in Schedule 2. The specific details of a cleaners' particular entitlement is specified in the relevant legislation, industrial instruments / instruments governing the employment of cleaners'.

### **7.2 Compassionate / Emergent leave**

- 1) Cleaners may access emergent / compassionate leave subject to their accumulating additional time and obtaining prior approval from the Principal /Site Manager on each occasion. A cleaner shall be entitled to access up to three days paid leave per annum (non cumulative) for compassionate grounds or emergent reasons. An additional two days paid leave per annum (non cumulative) for these purposes may be granted. The additional two days are at discretion of the Principal / Site Manager or delegate. Any emergent / compassionate leave shall only be granted where a cleaner agrees to make up this time through the current ADO arrangements within the school year, or where this is not practicable to do so, within 12 calendar months from the date of taking such leave.
- 2) In circumstances where a cleaner's employment with the Department ceases for whatever reason and time associated with this leave has not been made up, the Department may, at its discretion, deduct the equivalent cost of such leave from the cleaner's termination pay.

### **7.3 Industrial Relations Education Leave**

- 1) 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.
- 2) Cleaners (other than casuals) shall 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 Director-General or delegate.
- 3) Additional leave, over and above the 5 working days noncumulative (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 Director-General (or delegate), the relevant Union and the cleaner.

- 4) Upon request and subject to approval by the Director-General (or delegate), cleaners may be granted paid time off in special circumstances to attend management committee meetings, union conferences and ACTU Congress.
- 5) 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.
- 6) At the discretion of the Director-General, cleaners may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the conditions prescribed in a Directive relating to Special Leave without salary issued by the industrial relations Minister in accordance with section 54 (1) of the *Public Service Act 2008*.

#### **7.4 Working with Children – Blue Cards**

- 1) The parties are aware that under the *Commission for Children and Young People Act 2000*, people who work in regulated employment are required to undergo screening.
- 2) In this accordance with this requirement, the Department will pay for the ongoing costs of renewing Blue Cards.

#### **7.5 Salary packaging**

- 1) Salary packaging is available for cleaners covered by this agreement.
- 2) The following principles will apply to employees that avail themselves of salary packaging:
  - a) As part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - c) Increases or variations in taxation are to be passed to employees as part of their salary package;
  - d) Where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement.
  - e) The employer will pass on to the employee any Input Tax credits (ITCs) it receives as part of salary packaging.
  - f) There will be no significant additional administrative workload or other ongoing costs to the employer;
  - g) Any additional administrative and fringe benefit tax costs are to be met by the employee.
- 3) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed onto the employee as part of the salary package.
- 4) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- 5) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

#### **7.6 Superannuation**

Cleaners' will receive an employer superannuation contribution equal to at least 9% of Ordinary Time Earnings effective from 1 July 2006.

### **7.7 Function of Union Workplace Delegates**

- 1) 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.
- 2) Cleaners will be given 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.
- 3) 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.
- 4) It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 5) 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.

### **7.8 Collective Industrial Relations**

- 1) The 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.

### **7.9 ILO Conventions**

- 1) The government recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, workers with family responsibilities, collective bargaining and equality of opportunity for all of its employees.

### **7.10 Union Encouragement**

- 1) The government recognises the right of individuals to join a Union and will encourage that membership. However it also recognises that Union membership remains at the discretion of individuals.
- 2) An application for Union membership and information on the LHMU will be provided to permanent cleaners at the point of engagement.
- 3) Information on the relevant Union/s will be included in induction materials, including the induction kit. LHMU officials will be formally notified and invited to address the arranged induction seminars for new cleaners.
- 4) Union officials will be formally notified and provided with the opportunity to discuss Union membership with new cleaners.
- 5) The Department will provide payroll deduction facilities for Union subscriptions.
- 6) The Department will inform all new cleaners of the benefits of Union membership and provide LHMU membership material when posting out induction materials and in mail confirming appointment details.

**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**

The adopted process for applying standardised measurement will be continued until the measurements have been applied to all education facilities where cleaners are employed.

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**

<b>Description</b>	<b>Interpretation</b>	<b>Productivity Rate</b>	<b>Dusting Rate</b>
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 if 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 if 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; or</li> <li>▪ under a building and considered a useable area (that is an area which can be used as a congregation point by students), or</li> <li>▪ enclosed staircases where the veranda areas are not</li> </ul>	960 m <sup>2</sup> / hour	Nil

Description	Interpretation	Productivity Rate	Dusting Rate
	<p>enclosed; or</p> <ul style="list-style-type: none"> <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/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
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

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.

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.

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

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:

- dusty or tropical environments
- the nature and condition of structures on site
- construction works in progress
- Mine / quarry / smelter is next to school
- Coal train passes school
- Cane fields / farms are next to school
- Rainforests are next to school
- Dust or mud is greater than average level
- Mould
- Sites where sand and grit are greater than average level
- Poor water quality or poor water supply

Any of the above circumstances should be referred to Asset Maintenance unit 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.

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

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

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

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:

- Air conditioning units / filters
- Sinks not covered within the above Cleaning Productivity Rates
- Windows, bars, louvres
- Vermin droppings
- Graffiti
- Tuckshops
- Computers, cables, plugs (as authorised by the Principal)

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 LHMU DET(E) JCCC.

The parties recognise that the reduction in the dusting factor shall reflect the cleaning of current features and the increase time required for:

- Computers;
- Louvers; and
- Air conditioning units.

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 LHMU DET(E) JCCC.

**SCHEDULE 2****DEPARTMENT OF EDUCATION AND TRAINING (EDUCATION) CLEANERS' LEAVE ENTITLEMENTS SUMMARISED**

(The specific details of a cleaners' particular entitlement is specified in the relevant legislation, industrial instruments / instruments governing the employment of cleaners')

<b>Leave Type</b>	<b>Summary</b>	<b>Authority Source As At Date of Certification</b>
Annual Leave	<p>Full-time (38 hours per week) cleaners are entitled to 4 weeks annual leave per year and shall accumulate 12.667 hours of annual leave for each completed month of employment.</p> <p>Part-time cleaners accumulate a proportionate amount.</p> <p>School cleaners are required to take annual leave during the first four weeks of the summer school vacation period.</p> <p>Where a cleaner has not accumulated a full four weeks annual leave entitlement, the remaining shall be granted as special leave without pay.</p> <p>Non-school cleaners may take annual leave at a time convenient to the cleaner and manager.</p> <p>Casual cleaners are not entitled to annual leave.</p> <p>Subject to service delivery requirements and financial considerations, the department may approve an application to take recreation leave at half pay for double the period of time.</p>	<p>Award</p> <p>Clause 4.6 ADO Arrangements</p> <p>Directive 20/05 Recreation Leave</p> <p>Industrial Relations Act 1999</p>
Bereavement Leave	<p>A cleaner (other than a casual cleaner) is entitled to on each occasion 2 days bereavement leave on full pay in the event of the death a member of their immediate family or household.</p> <p>A casual cleaner is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household.</p> <p>A cleaner may be granted additional bereavement leave without pay.</p> <p>If a cleaner reasonably requires extra time to travel to and from the funeral or other ceremony for the death, a cleaner shall be entitled to an amount of unpaid bereavement leave equal to the time reasonably required for the travel.</p>	<p>Directive 5/06 Bereavement Leave</p> <p>Award</p> <p>Industrial Relations Act 1999</p> <p>Family Leave (Queensland Public Sector) Award – State 2004</p>
Carer's Leave	<p>A cleaner may use any amount of sick leave entitlement which accrues after 1 July 1995 for absences to provide care and support to members of the employee's immediate family or household when they are ill, and may use up to 10 days of sick leave on full pay to care for and support members of the employee's immediate family or household because an unexpected emergency arises.</p>	<p>Family Leave (Queensland Public Sector) Award - State 2004</p> <p>Industrial Relations Act 1999</p>

Leave Type	Summary	Authority Source As At Date of Certification
	<p>A long-term casual cleaner is entitled to 10 days unpaid leave in each year to care and support members of the cleaner's immediate family or household when they are ill; or because an unexpected emergency arises.</p> <p>A short-term casual cleaner is entitled to leave work or to be unavailable to attend work for up to 2 days each time the employee needs to care and support members of the employee's immediate family or household when they are ill; or because an unexpected emergency arises; or because of the birth of a child.</p> <p>A cleaner may take unpaid / additional period of unpaid carer's leave.</p>	
Emergent/Compassionate Leave	<p>A cleaner (other than a casual) may work up to 5 days of non-cumulative ADO time in any one-year to access leave for emergency or compassionate reasons.</p> <p>Casual cleaners are not entitled to this leave.</p>	Clause 7.2 Compassionate / Emergent Leave
Industrial Relations Education Leave	<p>A cleaner (other than a casual) is entitled to be granted up to 5 days paid time off (non-accumulative) per calendar year to attend industrial relations sessions.</p>	Clause 7.3 Industrial Relations Education Leave
Court Attendance and Jury Service	<p>A cleaner (other than a casual) is entitled to expenses and leave if subpoenaed to attend court as a witness or required to undertake jury service.</p>	Directive 4/05 Court Attendance and Jury Service
Long Service Leave	<p>A cleaner who completes 10 years continuous service is entitled to long service leave on full pay of: 6.5 working days for each year of continuous service; or 1.3 calendar weeks for each year of continuous service; and a proportionate amount for an incomplete year of service.</p> <p>A part time cleaner working 30 hours per week completing 10 continuous years of service, is entitled to 13 weeks leave paid at the rate of 30 hours per week.</p> <p>Long service leave may be granted on half-pay subject to departmental convenience.</p> <p>Cleaners may take pro rata long service leave after 7 years continuous service.</p> <p>Cleaners may take long service leave in periods of not less than one day.</p> <p>Cleaners who have completed at least 7 years continuous service upon termination may be eligible to a proportionate payment for long service leave.</p>	<p>Directive 13/08 Long Service Leave Award</p> <p>Industrial Relations Act 1999</p> <p>Departmental Policy</p>

Leave Type	Summary	Authority Source As At Date of Certification
Parental Leave	<p>Parental leave includes maternity, spousal, pre-natal/pre-adoption and adoption leave.</p> <p>All cleaners except short-term casuals may be eligible</p> <p>Eligible cleaners may be entitled to paid maternity/adoption leave of 14 weeks, spousal leave of 1 week, 1 week/1 day pre-natal/pre-adoption leave and 52 weeks unpaid leave.</p> <p>Unpaid parental leave may be extended for up to 104 weeks with the agreement of the employer.</p> <p>A cleaner may also work part-time for a period following the birth or adoption of a child, until the child is required to be enrolled for compulsory schooling.</p> <p>Paid maternity/adoption leave may extended by taking leave on a half-pay basis.</p>	<p>Directive 05/08 Paid Parental Leave</p> <p>Industrial Relations Act 1999</p> <p>Family Leave (Queensland Public Sector) Award – State 2004</p>
<p>Sick Leave</p> <ul style="list-style-type: none"> <li>• Meritorious Sick Leave</li> <li>• War Service Sick Leave</li> <li>• Special Leave to Claim Workers Compensation</li> </ul>	<p>Full time cleaners accumulate 10 working days sick leave on full pay per year, or a proportionate amount for an incomplete year.</p> <p>A cleaners' entitlement to sick leave is conditional on their prompt notification of an illness and the approximate period of absence.</p> <p>An application for sick leave of more than three days is to be supported by a medical certificate.</p> <p>Casual cleaners are not entitled to this leave.</p> <p>Where a cleaner has completed 26 years meritorious service within the Queensland Public Sector, an additional 13 weeks (65 working days) sick leave on full pay may be added to their sick leave account.</p> <p>An additional 65 days sick leave may be granted to a cleaner due to a war-related disability.</p> <p>A cleaner may be granted leave special leave on full pay to claim Workers Compensation, subject to the nature of the injury and relevant WorkCover claim documentation.</p>	<p>Award</p> <p>Directive 19/05 Sick Leave</p> <p>Departmental Policy</p>
Special Leave Without Salary	<p>Cleaners may be granted leave without pay.</p> <p>Casual cleaners are not entitled to this leave.</p>	Departmental Policy
Special Leave On Full Salary	<p>Cleaners may be granted special leave on full salary for the following purposes:</p> <ul style="list-style-type: none"> <li>• Floods, cyclones etc preventing the employee from attending work.</li> <li>• Attending Emergency Management Courses</li> </ul>	Special Leave Directive 8/06

Leave Type	Summary	Authority Source As At Date of Certification
	<ul style="list-style-type: none"> <li>• Attending at emergencies;</li> <li>• Blood donors;</li> <li>• Attending pre-retirement seminars;</li> <li>• Election campaigning;</li> <li>• Attendance as elected representative in Local Government or ATSIC;</li> <li>• Attendance as directed in a Declared Emergency;</li> <li>• Defence reserve forces.</li> </ul> <p>Casual cleaners are not entitled to special leave.</p>	
Purchased Leave	A cleaner may be permitted to purchase up to 6 weeks leave in a 12 month period.	Special Leave Directive 8/06
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 employer agrees.	Industrial Relations Act 1999

## SCHEDULE 3

### GUIDELINES AND TERMS OF REFERENCE

#### LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION AND DEPARTMENT OF EDUCATION AND TRAINING (EDUCATION) CLEANING CONSULTATIVE COMMITTEE [LHMU DET(E) JCCC]

##### Introduction

*Department of Education and Training (Education) Cleaners' Certified Agreement 2009* provides for a consultative framework

##### Functions and Roles

- 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
- Consideration of workplace issues including cleaners' training and development, health and safety and anti-discrimination legislation.
- Monitor and review matters arising out of the implementation of the *Department of Education and Training (Education) Cleaners' Certified Agreement 2009*.

##### General Guidelines

- The LHMU DET(E) CCC is the principle consultative body for the LHMU and management with the Department.
- Cleaners who are nominated by the LHMU or the Department will be allowed adequate paid time to perform their associated duties and to discharge their responsibilities effectively.
- Union officials, officers of the Department or officers from other agencies may attend meetings of the LHMU DET(E) JCCC but should advise the chairperson of the LHMU DET(E) JCCC prior to their attendance.
- The LHMU DET(E) JCCC will be provided with administrative support to enable it to carry out its work effectively.
- The LHMU DET(E) 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.
- The committee will visit various locations across Queensland in order to consult with representatives from a cross section of cleaners.
- The LHMU DET(E) 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.

##### Membership of the LHMU DET(E) JCCC

- Membership is to comprise of representation from the Department and the LHMU.
- Wherever possible the membership of the LHMU DET(E) JCCC will reflect the diversity of officers within the Department and LHMU with responsibility for the cleaning program.

##### Meeting Procedures

- The Chair of the LHMU DET(E) JCCC is determined by the LHMU DET(E) JCCC, however, until such time, the chief executive of the Department or their delegate will be the chair.
- Meetings are to be held at least once per term and within normal working hours
- A quorum will consist of at least 4 members (including the Chair)
- Minutes of the meeting will be taken and will be circulated to members within ten working days.
- All members of the LHMU DET(E) JCCC can submit agenda items to make formal submissions or presentations to the LHMU DET(E) JCCC via the Chairperson.
- A draft copy of the agenda for the next meeting will be provided to members the week before the meeting
- The Department will ensure that cleaners who are nominated as members of the LHMU DET(E) JCCC are allowed adequate paid time to perform the duties associated with being a member of the LHMU DET(E) JCCC.
- When Union officers, officers of the Department or officers of other agencies need to attend meetings of the LHMU DET(E) JCCC, prior advice of such attendance should be provided to the Chairperson.

##### Confidentiality and Information Sharing

- All parties recognise that some matters need to be treated as confidential. When the LHMU DET(E) 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.
- The Department and LHMU representatives agree to make every effort to provide relevant information necessary to effective discussion and decision making of the LHMU DET(E) JCCC.

**Reporting Requirements**

- The LHMU DET(E) JCCC is not required to report to any body, but is required to keep the Department staff informed of issues and activities associated with the certified agreement. This will be communicated via the Cleaners' Chronicle newsletter or any other such format as required.

DRAFT

**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*;
  - 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, managers, Union officials, delegates or their equivalent.
- 4) 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 the Queensland Public Sector Union in non-school settings.
- 5) 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.

