

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certification of an agreement*

QBuild Cleaning Certified Agreement 7 (2009)

*Matter No. CA/2009/67*

Commissioner Thompson

28 July 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 28 July 2009 the Commission certifies the following written agreement:

**QBuild Cleaning Certified Agreement 7 (2009) – CA/2009/67**

Made between:

QBuild, Unit of Department of Public Works

AND

Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

The agreement was certified by the Commission on 28 July 2009 and shall operate from 28 July 2009 until its nominal expiry on 31 December 2011.

This agreement replaces *QBuild Cleaning Certified Agreement 6 (2006) - CA/2006/237*.

By the Commission.

Commissioner Thompson

# **QBUILD CLEANING CERTIFIED AGREEMENT 7 (2009)**

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## **PART 1- PRELIMINARY**

### **1.1 TITLE**

This agreement shall be known as the *QBuild Cleaning Certified Agreement 7 (2009)*.

### **1.2 PURPOSE OF THE AGREEMENT**

The agreement provides a framework to ensure the organisation achieves its objectives. QBuild aims to achieve this by:

- actively promoting improvements in all areas of our business through research and development, staff participation and a process of continuous review;
- developing a flexible, highly skilled workforce that is responsive to client requirements;
- enhancing communication processes between management, employees and the LHMU to ensure that staff are adequately informed and that disputes are constructively resolved;
- achieving and improving the organisation's financial viability;
- providing a supportive, inspiring work environment which values innovation, enthusiasm and promotes a commitment to getting the job done; and
- ensuring a safe workplace for all employees.
- the parties agree to implement work practice changes related to the Ellipse Project during the life of the agreement

### **1.3 AGREEMENT COVERAGE**

This agreement shall apply to all QBuild Cleaning Services staff employed under the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* (“the award”) for whom classifications and rates of pay are prescribed by this agreement.

If at any time an employee ceases to be covered by this agreement, through transfer, appointment to another position or relieving arrangements, the conditions of this agreement shall cease, until the employee is again engaged on work covered by this agreement.

### **1.4 DATE OF OPERATION**

This agreement shall operate from the date of its certification until 31 December 2011. It is a term of this agreement that the entitlements, rights and obligations prescribed herein shall have operative effect on and from 1 January 2009.

### **1.5 REVIEW OF CERTIFIED AGREEMENT**

The parties agree that they will commence negotiations for a replacement agreement at least six months prior to the expiration of this agreement.

The parties agree to discuss the possibility of including the replacement agreement in the State Government Departments Certified Agreement (the ‘Core’).

### **1.6 RELATIONSHIP TO PARENT AWARD**

This agreement shall be read and interpreted wholly in conjunction with the award. Where there is any inconsistency between the award and this agreement, the terms of this agreement shall prevail.

### **1.7 POSTING OF AGREEMENT**

A copy of this agreement shall be exhibited in a conspicuous and convenient place in each workplace so that it can be easily accessed and read by all employees. It will be available in both electronic and hard copy.

### **1.8 NO DISADVANTAGE**

This agreement is consistent with the requirements of section 160 (1) of the *Industrial Relations Act 1999* (Qld), in that it does not disadvantage employees in relation to their employment conditions.

### **1.9 PARTIES BOUND**

The parties bound by this agreement are the Director-General of the Department of Public Works, relevant employees

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

## **1.10 SINGLE BARGAINING UNIT AND CONSULTATIVE ARRANGEMENTS**

The SBU is responsible for monitoring the implementation of agreed initiatives within this agreement.

For the purpose of implementing this agreement, the SBU is comprised of management and LHMU representatives (refer to Appendix 1 for the SBU Terms of Reference).

## **PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 EQUITY/DIVERSITY**

#### **2.1.1 Anti-Discrimination**

The parties are committed to the principles of equity and merit, and thereby to the objectives of the:

- *Anti-Discrimination Act 1991 (Qld)*;
- *Public Service Act 2008 (Qld)*;
- Department of Public Works Code of Conduct;
- Department of Public Works Equal Employment Opportunity Policy;
- Department of Public Works Workplace Harassment Policy;
- Department of Public Works Work and Family Policy; and
- QBuild's Equity Policy.

QBuild is committed to achieving and maintaining a supportive and positive workplace, free of discrimination and harassment, where:

- people are treated with respect and dignity;
- individual's contributions to the business are recognised and valued;
- there is open communication between managers and staff; and
- problems are addressed in a constructive and open manner.

QBuild has put policies and procedures in place to ensure all employees understand their rights and responsibilities. QBuild does not condone the unfair treatment of any individual and aims to ensure that all reasonable steps are taken to prevent unlawful discrimination in the workplace.

#### **2.1.2 Code of Conduct**

The parties acknowledge that the Department of Public Works' Code of Conduct applies to all employees covered by this agreement.

### **2.2 WORK AND FAMILY**

QBuild is committed to maintaining a work environment which conforms to the principles of employment outlined in the *Public Service Act 2008 (Qld)* and the Department's Work and Family Policy.

### **2.3 GRIEVANCE PROCEDURE**

#### **2.3.1 Disputes**

The parties to this agreement aim to avoid or speedily resolve any dispute over matters covered by the agreement. This aim will be achieved through the provision of information, explanation, consultation, co-operation and negotiation.

Subject to legislative provisions, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of the work.

In the event of any disagreement between the parties as to the interpretation or implementation of this agreement, the following procedure shall apply:

- a) The matter is to be discussed between the employee/s concerned and the operational manager in the first instance. This discussion should take place within 24 hours of the issue being raised.

- b) If the matter is not resolved as per (a) above, it shall be referred to the LHMU delegate/representative and/or Industrial Officer and the Business Unit General Manager and/or nominee. A conference of the parties shall be arranged to discuss the issue. This process should not extend beyond seven days.
- c) If the issue remains unresolved, it shall be referred to the Secretary of the LHMU and/or nominee and the Director-General of the Department of Public Works and/or nominee. The parties shall discuss the issue and decide on appropriate action. This process shall not extend beyond fourteen days.
- d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.

### **2.3.2 Grievances**

In the event of an employee grievance arising, the procedure set out in the Department of Public Works Grievance Resolution Process shall apply (see Appendix 2).

## **2.4 TRADE UNION PROVISIONS**

### **2.4.1 Collective Industrial Relations**

- (1) QBuild recognises the important role of the LHMU. QBuild supports constructive relations between management and the LHMU, and recognises the need to work collaboratively.
- (2) QBuild as an employer recognises that LHMU membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999 (Qld.)* and any determinations of the Queensland Industrial Relations Commission.
- (3) QBuild is committed to collective agreements and will not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.
- (4) Consistent with principles established by a full bench of the Queensland Industrial Relations Commission, QBuild will agree to support the "rolling up" of certified agreement wage rises into the relevant awards.

### **2.4.2 Union Encouragement**

- (1) The parties recognise the right of individuals to join the LHMU and will encourage that membership. However, it is also recognised that LHMU membership remains at the discretion of individuals.
- (2) An application for LHMU membership and information on the LHMU will be provided to all employees at the point of engagement.
- (3) Information on the LHMU will be included in induction materials.
- (4) LHMU representative/s will be provided with the opportunity to discuss LHMU membership with new employees.
- (5) Payroll deduction facilities for LHMU subscription will be provided on request.
- (6) It will be a condition of contractual arrangements entered into by QBuild, for the supply of cleaning labour-hire services, that labour-hire firms:
  - Provide information to employees at engagement as to the benefits of LHMU membership;
  - Supply an LHMU application for membership; and
  - Provide LHMU payroll deduction facilities.

### **2.4.3 Union Delegates**

- (1) QBuild acknowledges the constructive role LHMU delegates undertake in the workplace in relation to LHMU activities that support and assist members. After a list of duly elected delegates has been provided to QBuild by the LHMU, those staff will be formally recognised, accepted and supported as LHMU delegates.
- (2) QBuild employees will be given full access to LHMU delegates/officials during working hours

to discuss any employment matter or seek LHMU advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

- (3) Delegates will be provided convenient access to facilities for the purpose of undertaking appropriate LHMU activities. Such facilities include a desk, telephone, computer, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

#### **2.4.4 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 employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education seminars, approved by the Chief Executive (or delegated authority) of the agency.
- (3) Additional leave, over and above five working days non-cumulative (or equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the agency, the LHMU and the employee.
- (4) Upon request and subject to approval by the Chief Executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, LHMU Conferences and Australian Council of Trade Unions (ACTU) Congress.
- (5) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (6) At the discretion of the Chief Executive of the agency concerned, public sector employees may be granted special leave without pay to undertake work with the LHMU. Such leave will be in accordance with the Directive on "Special Leave" in relation to special leave without salary. Conditions outlined in the "Special Leave" Directive, that provide for the employees' return to work after unpaid leave, will be met.

#### **2.5 EMPLOYMENT SECURITY**

- (1) QBuild is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Queensland Government's Employment Security Policy and the "Policy on the Contracting-Out of Government Services" (see Appendix 3).
- (3) Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.
- (4) QBuild shall consult with the LHMU, which is a party to this agreement, of any intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes.
- (5) QBuild will provide information to the LHMU on its employment practices, in relation to the use of temporary and casual employment.

#### **2.6 MOBILITY PRINCIPLES**

This mobility principle shall apply only to those staff eligible to be employed under the QBuild Cleaning Certified Agreement (2008).

Under this agreement, it is recognised that existing Queensland Public Sector employees may enter into employment

with QBuild Cleaning Services, during the course of this agreement. Existing Public Sector employees may join QBuild Cleaning Services, in the following ways:

- a) voluntary joining through promotion, secondment or transfer at level from another Agency or Business Unit, and
- b) imposed movement as a result of Agency or Business Unit restructure.

The existence of separate agreements across the Department of Public Works and throughout the Queensland Public Sector provides for different working conditions and payment arrangements. To ensure that existing Public Sector employees are not disadvantaged by joining QBuild Cleaning Services, the following provisions have been made:

- where staff are to be employed under the CCA7 as a result of a situation described in (a) above, they will accept the terms and conditions and payment arrangements as set out in this agreement.
- where staff are to be employed under the CCA7, as a result of a situation described in (b) above, they will not be disadvantaged in terms of payment arrangements (that is, they will either retain their existing salary level, or if the QBuild Cleaning Services salary level is greater, they will transfer to that higher pay point in QBuild).

## **2.7 REPLACEMENT STAFF**

The parties agree that any employee who is unable to attend work for two or more shifts shall be replaced for those shifts. Where practical, management will try to arrange a replacement for one shift.

### **2.7.1 Short-Term Replacement Staff**

Where operationally viable, QBuild will allow part-time employees to work additional hours at ordinary rates of pay (excluding overtime), when replacement staff are needed for short-term absences. Upon mutual written agreement, additional hours may be allocated and should total less than 38 hours per week. All additional hours worked will be included in the calculations of annual leave, sick leave, long service leave and superannuation.

### **2.7.2 Long-Term Replacement Staff**

Staff may be engaged on a temporary basis for any of the following reasons:

- To manage planned and unplanned leave, wherever internal resources are unavailable;
- To relieve staff who may have a long-term illness/injury;
- For fixed-term planned projects;
- When an employee/s undertake an accredited fixed-term course of study; and/or
- Without limiting access to higher duties, to backfill where a legitimate recruitment process is occurring.

### **2.7.3 Labour-Hire Staff**

The parties agree that labour-hire agency staff may be used as required by QBuild in accordance with Government policy. Labour-hire agencies will be instructed to pay employees that are engaged with QBuild, wages and allowances in accordance with this agreement.

## **2.8 PAID VACCINATIONS**

QBuild agrees to reimburse relevant work-related vaccinations for employees covered by this agreement.

## **2.9 CROSS-BUILDING TRAINING PROGRAM**

The parties recognise the importance of being able to provide to clients a full complement of suitably skilled staff, who are able to meet clients' cleaning needs. The Cross-Building Training Program allows for staff to be skilled in the cleaning requirements of more than one building. The aim of this program is to ensure that where staff are absent from work for any reason, that they can be temporarily replaced by other QBuild Cleaning Services staff, who are fully trained in the cleaning requirements of the relevant building. The Cross-Building Training Program will not, in itself, be used as a form of discipline.

The parties agree that the program will apply to all Cleaners and will be implemented in a manner that is planned, fair and equitable. To this end, the parties agree that the Cross-Building Training Program will be implemented with the following provisions:

- Cleaners will be trained and rotated on an agreed timeframe;
- At any one time, not more than one third of the long-term Cleaners in a particular building will be on rotation to another building;
- Due to the shift and contract arrangements within Parliament House, Cleaners within Parliament House will be

- rotated within Parliament House;
- Shift arrangements will stay the same, where possible;
- All Cleaners will be given an opportunity to express their preference of location, as well as any special needs including access to public transport and medical needs, however, it is agreed that it will not always be possible to meet everyone's needs; and
- The rotation of staff will have minimal impact on the client.

## 2.10 SUPERVISORY DEVELOPMENT PROGRAM

This strategy is aimed at developing current Cleaners as potential supervisors.

## PART 3 – DEFINITIONS, WAGES AND ALLOWANCES

### 3.1 DEFINITIONS

“**Directive**” – means:

- a Directive of the Public Service Commission; or
- a Directive of the Minister for Employment, Training and Industrial Relations.

“**FBT**” – means the Fringe Benefits Tax.

“**SBU**” – means Single Bargaining Unit.

“**Toilet**” – means a unit/fixture fitted with a device for flushing (with water), which is connected to a septic tank or sewerage.

“**CCA7**” – means the *QBuild Cleaning Certified Agreement 7 (2009)*.

### 3.2 WAGES

This agreement provides for the following wage increases:

1. The initial wage increase is 4.5% per annum, or \$34.00 per week (whichever is the greater) effective from 1 January 2009;
2. The second wage increase is 4% per annum, or \$34.00 per week (whichever is the greater) effective from 1 January 2010;
3. The third wage increase is 4% per annum, or \$34.00 per week (whichever is the greater) effective from 1 January 2011.

The rates of pay for the classifications of employees covered by this Agreement are prescribed in Appendix 2.

### 3.3 BROKEN WORK ALLOWANCE

The payment of broken work allowance shall be in accordance with the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*.

The payment of broken work allowance to employees shall be in accordance with the table below:

<b>Broken Work (per day)</b>		
<i>From 1 January 2009 (4.5%)</i>	<i>From 1 January 2010 (4%)</i>	<i>From 1 January 2011 (4%)</i>
\$6.49	\$6.75	\$7.02

### 3.4 SHIFT ALLOWANCE

Employees working afternoon or night shift shall be paid an amount of 15% per shift, in addition to their normal weekly wage whilst so engaged. However, this allowance shall not apply for shift work that is performed on a Saturday, Sunday and/or Public Holiday, as penalty rates apply.

### 3.5 TOILET ALLOWANCE

Subject to clause 3.6, cleaners who are required to clean toilets connected with septic tanks or sewerage shall be paid an allowance in addition to their ordinary rates of pay as follows -

<b>Toilet Cleaning Allowance (per day)</b>			
	<i>From 1 January 2009 (4.5%)</i>	<i>From 1 January 2010 (4%)</i>	<i>From 1 January 2011 (4%)</i>
Up to 10	\$1.50	\$1.56	\$1.63
More than 10	\$2.00	\$2.08	\$2.16

### **3.6 ROMA STREET PARKLAND CLEANING ALLOWANCE**

In lieu of the allowances prescribed in clause 3.5, cleaners employed at the Roma Street Parkland shall be paid an allowance per day according to the table below to compensate for all abnormal cleaning conditions, including:

- a) Cleaning toilets
- b) Removal of dead animals and remains
- c) Cleaning of barbeque facilities, and
- d) Any other extraordinary requirements, as may be instructed to carry out.

<b>Roma Street Parkland (per day)</b>		
<i>From 1 January 2009 (4.5%)</i>	<i>From 1 January 2010 (4%)</i>	<i>From 1 January 2011 (4%)</i>
\$5.23	\$5.43	\$5.65

### **3.7 UNIFORM ALLOWANCE**

Employees required to wear a uniform are entitled to receive an allowance according to the below table for laundering purposes.

<b>Uniform Allowance (per week)</b>		
<i>From 1 January 2009 (4.5%)</i>	<i>From 1 January 2010 (4%)</i>	<i>From 1 January 2011 (4%)</i>
\$2.19	\$2.28	\$2.37

### **3.8 EXTERNAL WINDOW CLEANING ALLOWANCE**

Where Cleaners are required to clean the exterior of building windows and are required to use a bosun's chair, harness, or other such device, they will be remunerated at the pay rate that is one increment level above the employee's substantive increment level on any day such work is performed.

### **3.9 LEADING HAND ALLOWANCE**

An employee in charge of other employees shall be paid the undermentioned additional amounts according to the number of persons in the employee's charge:

<b>Leading Hand (per week)</b>			
	<i>From 1 January 2009 (4.5%)</i>	<i>From 1 January 2010 (4%)</i>	<i>From 1 January 2011 (4%)</i>
Less than 15 employees	\$21.07	\$21.91	\$22.79
More than 15 employees	\$30.93	\$32.17	\$33.46

Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, superannuation and public holidays.

## **PART 4 – HOURS OF WORK**

### **4.1 HOURS OF WORK**

Subject to the provisions of Clause 5.4.

- Ordinary hours of work for full-time Cleaners are 38 hours per week. A standard working day is eight hours per day worked between the hours of 6am and 6pm. A shift allowance is paid to all Cleaners who work outside the hours of 6am and 6pm.
- Ordinary hours of work for part-time Cleaners are 30 hours per week. A standard working day is six hours per day worked between the hours of 6am and 6pm. A shift allowance is paid to all Cleaners who work outside the hours of 6am and 6pm.
- Full-time Cleaners are entitled to one rostered day off each month, subject to operational convenience.

### **4.2 OVERTIME**

The payment of overtime to employees, shall be in accordance with the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*, except as provided in Clause 5.4.

### **4.3 TIMESHEETS**

Employees are required to complete a timesheet each week to record the number of hours worked, starting and finishing times, meal breaks and absences on approved leave.

### **4.4 MEAL BREAKS**

#### **4.4.1 Meal Break**

- All part-time Cleaners who work for more than five continuous hours on any one day, are entitled to an unpaid meal break of 30 minutes duration.
- All full-time Cleaners who work for more than five continuous ordinary hours on any one day, are entitled to an unpaid break, for a minimum of 30 minutes and maximum of 60 minutes duration.
- Meal breaks are to be taken between the third and sixth hour after the commencement of the employee's ordinary work.

#### **4.4.2 Rest Pauses**

- Cleaners are to take their paid rest pause(s) at a time that is deemed, by QBuild, to be operationally convenient. Where at least four continuous ordinary hours have been worked, the entitlement shall be 10 minutes.

## **PART 5 – LEAVE MANAGEMENT**

### **5.1 EXTRA LEAVE FOR PROPORTIONATE SALARY**

QBuild staff have the opportunity to access a minimum of one week and a maximum of six weeks additional leave per year with a proportionate decrease in their net fortnightly wage, subject to operational convenience.

### **5.2 LONG SERVICE LEAVE**

- 1) Employees who complete 10 years continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 2) After 7 years continuous service employees are entitled to a proportionate payment (calculated on a prorata basis for 7 years continuous service) in specified circumstances relating to the termination of employment and parental leave.
- 3) The entitlements to long service are prescribed under the Directive on “Long Service Leave”, as issued and amended by the Minister for Industrial Relations under section 54 of the *Public Service Act 2008(Qld)*.
- 4) QBuild employees can access long service leave for a minimum period of one (1) week. Pay in advance is not available for periods of less than two (2) weeks full time equivalent leave.

However, the Chief Executive may determine that an employee may take long service leave for a period of less than one (1) week (but not less than one (1) day).

- 5) Long service leave is also available to be taken at half pay (i.e. half their regular fortnightly pay). A minimum period of two (2) weeks must be taken for long service leave to be paid at half pay. For example, four (4) weeks long service leave is equal to eight (8) weeks leave on the equivalent of four weeks pay. Employees wishing to access long service leave at half pay must submit a "Leave Form" and a letter requesting half pay arrangements, covering issues such as payroll deductions etc.
- 6) As with all leave, long service leave is subject to operational convenience.

### 5.3 RECREATION LEAVE

It is recognised that due to organisational or personal requirements it is not always possible for balances to remain under the maximum limit allowed. In an attempt to address this problem, the following practices will continue, ensuring that staff are encouraged to take appropriate Recreational Leave:

- a) Staff are encouraged to liaise with their supervisor when their balance is nearing the maximum accrual to discuss options available to them in utilising their leave; and
- b) Should Recreation Leave balances exceed the current cut-off limits, it is acknowledged that this may be the result of organisational or personal requirements, and
  - i. If the excess balance is a result of organisational requirements, then alternative arrangements will be negotiated between the employer and the employee. Such arrangements could include deferring leave until such time as it is practicable for the employee to clear their excess balance.
  - ii. The General Manager (or delegate) may instruct an employee to take Recreation Leave to reduce the accrued hours to less than the maximum levels.
- c) Although it is recognised that Recreation Leave should be taken at a time that is mutually convenient, QBuild management reserves the right to direct staff to access their Recreation Leave after discussion and in accordance with the relevant award.

### 5.4 SICK LEAVE

In accordance with the relevant Ministerial Directive on 'Sick Leave', cleaners will accrue ten working days sick leave per year (pro rata if a full year has not been completed).

Sick leave will accumulate without limit, subject to the following conditions:

- a) An employee absent from work through illness shall advise the employee's immediate supervisor as soon as practicable on the first day of illness of:
  - o The illness, and
  - o The approximate period for which the employee will be absent.
- b) An employee shall apply in writing for sick leave, which is to be attached to their next timesheet and attach a medical certificate from a duly qualified medical practitioner (if required).
- c) In normal circumstances it shall not be necessary for an employee to produce a medical certificate if the employee's absence from work on account of illness or injury does not exceed three consecutive working days.
- d) Where an employee has a record of recurring and/or excessive sick leave, the following shall occur:
  - (i) The employer shall discuss with the employee their unsatisfactory absence, and where possible, identify strategies to assist the employee to minimise the taking of leave;
  - (ii) If a pattern of sick leave continues, the employee may be required to produce a medical certificate for future absences. At the expiration of a 12-month period (or earlier period as set after discussion with the employee), the requirement to provide a medical certificate for all absences will be reviewed;
  - (iii) A performance improvement plan is to be implemented to ensure that absenteeism levels/patterns are corrected. Should improvements not occur after a reasonable period of time, disciplinary action (including, but not limited to termination of employment) may be implemented.

- e) When all sick leave entitlements have been exhausted, sick leave may be charged to:
- (i) Recreation leave (in full or part days), with leave loading being paid on a proportionate basis.
- OR
- (ii) Leave without pay (in full or part days).

## **5.5 CULTURAL LEAVE**

QBuild recognises the diversity of its workforce and is particularly sensitive to the importance of annual traditional, cultural and religious events. Employees are required to submit an application for leave to attend such events and where it is operationally possible to do so, QBuild will undertake to approve such leave. Applications for leave should be made at least one month in advance, except in exceptional circumstances.

## **PART 6 - MISCELLANEOUS PROVISIONS**

### **6.1 NO EXTRA CLAIMS**

This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt within in this agreement or not.

This agreement covers all matters or claims that could otherwise be subject to protected industrial action.

It is agreed that the following changes may be made to employees rights and entitlements during the life of the 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;
- b) Any improvements in conditions that are determined on a whole-of-Government basis; and
- c) Reclassifications.

Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in the award, Directives of the Public Service Commission and Ministerial Directives made under the *Public Service Act 2008 (Qld.)* Employment Security Policy effective at the date this agreement was made shall not be reduced for the life of this agreement.

### **6.2 UNIFORMS**

The parties agree that employees shall be supplied with suitable uniforms of good quality as approved by the employer. Uniforms shall be issued on 1 July each year; however, the parties acknowledge that QBuild will not be held responsible for the actions of manufacturers who are unable to meet this timeframe.

### **6.3 ILO CONVENTIONS**

QBuild as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

### **6.4 PARKING**

QBuild management will endeavour to ensure employees of QBuild Cleaning Services have access to parking facilities at the client's premises or at a reasonable alternative site during employees' working hours. In the event that suitable parking cannot be arranged, QBuild management and the LHMU will discuss alternative options.

### **6.5 CLIENT SERVICE**

The parties acknowledge that the long-term survival and commercial viability of QBuild Cleaning Services is dependent on the satisfaction of clients and their continued need for its services. This will be achieved only through QBuild's commitment to continuous improvement by monitoring and reviewing current procedures. QBuild's Client Service Survey determines the level of client satisfaction associated with cleaning services and products, and assists in developing business improvement strategies.

The parties recognise that all cleaning staff, as a service provider, have a direct relationship to client satisfaction

results and as such, are central in ensuring the clients' needs are met.

## **6.6 FINANCIAL PERFORMANCE**

The parties recognise that while QBuild Cleaning Services is a government organisation, QBuild Cleaning Services is subject to commercial scrutiny. All employees of QBuild Cleaning Services can contribute to the on-going financial viability and profitability of the organisation through the effective use of resource such as proper use of machinery, efficient use of cleaning products, appropriate use of sick leave, working safely and the provision of quality cleaning services to ensure clients continue to renew contracts.

## **6.7 QUALITY MANAGEMENT SYSTEMS**

The parties recognise that the attraction and retention of client contracts rely upon the maintenance of quality certification. The parties, therefore, are committed to a quality management system that is effective and progresses the business objectives of QBuild Cleaning Services.

## **6.8 TECHNOLOGY AND SYSTEMS**

The parties recognise the importance of the implementation and use of improved technology to ensure the organisation's ability to meet client demand and to complete adequately in the market place. This will require a commitment to the implementation and training in new cleaning technology, other work practices and information technology.

Where new technology is implemented, QBuild commits to ensuring that cleaning staff have an opportunity to identify, assess and/or provide comment, where possible, on the technology prior to its purchase and/or implementation.

## **6.9 WORKPLACE HEALTH AND SAFETY INITIATIVES**

The parties agree that the effective implementation of workplace health and safety is dependent upon communication and consultation between management and staff.

QBuild is responsible for providing and maintaining a safe and healthy workplace for all staff and visitors to QBuild workplaces. The parties agree that safe work practices will be followed to ensure that employees do not put themselves or anyone else at risk. This involves following instructions from supervisors, attending training and reporting any workplace accidents or injuries.

Should a Cleaner suffer a work or non-work related injury or illness, it is essential that it is immediately reported to their supervisor, so that appropriate action can be taken.

The parties agree that workplace rehabilitation programs will be established to assist an employees' early and safe return to work following an injury and/or illness. QBuild will provide access to rehabilitation, including suitable duties and flexible time arrangements in consultation with the treating medical provider/s.

The parties agree to the continued provision of the Employee Assistance Service (EAS), which provides employees with access to a professional and confidential counselling service. The aim of this Service is to help employees resolve issues affecting their work, in conjunction with taking all other appropriate action which may include speaking to other parties such as the LHMU, management and other staff. The parties agree that a reduction in Lost Time Injury Frequency Rate and Lost Time Injury Severity Rate can be achieved by developing and implementing appropriate health, safety and environmental standards as the basis for establishing safe working practices. These indicators reflect QBuild's ongoing commitment to improving workplace health and safety within the Business Unit.

## **Appendix 1**

### **QBUILD CLEANING SERVICES SINGLE BARGAINING UNIT (SBU) TERMS OF REFERENCE**

1. The SBU is to monitor the implementation of the CCA7.
2. The SBU will be made up of three management representatives and three LHMU representatives. The SBU will also consist of one management ex-officio and one LHMU ex-officio.
3. QBuild management and the LHMU will appoint their respective delegates at the beginning of each year.
4. Minimum number of members required to hold a meeting is four people. There must be equal numbers of LHMU and management representatives for there to be a SBU.
5. The SBU will meet each month by mutual agreement.
6. The SBU Co-ordinator will notify SBU members of meetings at least two working days prior to the date of the meeting.
7. The SBU Co-ordinator will prepare an agenda for each meeting. The agenda will be distributed with the notice of the meeting details.
8. If a SBU member cannot attend a meeting, that member can nominate another person to attend for them (called a proxy). The person that cannot attend must tell the SBU Co-ordinator before the meeting that another person will be attending the meeting in their place.
9. A strict time limit will be set for each SBU meeting. If all agenda items have not been discussed they will be carried over to the next meeting. If the SBU determines that a remaining item is very important the meeting may be extended to deal with the item.
10. The SBU Co-ordinator will prepare minutes of each meeting, and will arrange to have minutes distributed to SBU members within seven working days of the meeting.

**Department of Public Works Grievance Resolution Process  
Summary Outline**

Stage	Procedure	Timeline
<b>Identification of grievance</b>	Wherever possible and appropriate, the aggrieved employee should endeavour to resolve the grievance informally with the other parties.	As required, provided that all parties should endeavour to resolve the grievance as quickly as possible.
<b>Stage one</b>	<p>If the grievance cannot be resolved informally, the aggrieved employee may lodge a grievance in writing with their supervisor by specifying:</p> <ul style="list-style-type: none"> <li>• that a grievance is being lodged;</li> <li>• the reasonable grounds for the belief of unfair and/or unreasonable treatment, that has affected them, or will adversely affect them; and</li> <li>• what would resolve the grievance.</li> </ul> <p><i>If it is impractical or inappropriate for the employee to lodge the grievance with their supervisor, or their supervisor's reporting officer, the employee may refer the grievance directly to the relevant General Manager, Executive Director or Director.</i></p> <p><i>Where a grievance involves an allegation of sexual harassment, the employee may commence the grievance process at stage two.</i></p> <p>The recipient of the grievance shall promptly instigate appropriate action to resolve the grievance, and shall ensure that a written record is made of the action taken, the findings and the reason(s) for the action taken.</p> <p>All parties shall be advised in writing of the decision taken (to the extent that it impacts upon them) and the reasons for the decision taken.</p> <p>If the grievance remains unresolved, a party to the grievance may request that the grievance be referred to the relevant General Manager/Executive Director/Director.</p> <p>General Manager, Executive Director or Director delegate shall review and/or consider afresh the action, finding(s) and decision(s) taken to-date and take appropriate action to resolve the grievance.</p> <p>All parties shall be notified in writing of the decision taken (to the extent that impacts upon them), and the reasons for the decision taken.</p>	21 calendar days. If stage one remains unfinalised after 21 calendar days from the date of lodgement, the aggrieved employee may proceed to stage two unless the parties agree otherwise.
<b>Stage two</b>	<p>If the aggrieved employee or a respondent honestly believes on reasonable grounds that the decision at stage one is unfair and/or unreasonable, the aggrieved employee or respondent may submit in writing to the Director-General the grounds for believing the decision is unfair and or unreasonable.</p> <p>The Director-General shall review and/or consider afresh the grievance and/or the action taken at stage one and take appropriate action to resolve the grievance.</p>	21 calendar days. If stage two remains unresolved after 21 calendar days from the date of lodgement of the stage two grievance, the aggrieved employee or a respondent may lodge a fair treatment appeal with the Public Service Commissioner, unless

	<p>The Director-General shall also ensure that a written record is made of the action taken, the findings and the reason(s) for the action taken.</p> <p>All parties shall be shall be notified in writing of the Director-General's decision (to the extent that it impacts upon them) and the reasons for the decision taken.</p>	<p>otherwise agreed between the parties.</p>
<p><b>Right of appeal</b></p>	<p>Subject to legislation, if the aggrieved employee or a respondent considers that the grievance remains unresolved, the employee or respondent may lodge a fair treatment appeal with the Public Service Commissioner.</p>	<p>A notice of appeal must be received by the Public Service Commissioner before 5:00 pm on the 21st day after the day on which the employee received written notice of the Director-General's decision regarding the grievance.</p>

**EMPLOYMENT**

**SECURITY**

**POLICY**

**Issued by the  
Office of the Public Service Commissioner**

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## **1. Introduction**

On 17 April 2000 the Queensland Government approved a new employment security policy for the Queensland public sector. This policy should be read in conjunction with:

- (a) the *Queensland Government Policy on the Contracting-Out of Government Services*; and
- (b) any existing industrial instruments relating to job/employment security (which may override or expand on this policy).

The Government is committed to maximum employment security for permanent public sector employees (as outlined in Clause 6) by developing and maintaining a responsive, impartial and efficient public sector as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The Government is also committed to providing stability to the public sector by curbing organisational restructuring and contracting-out of services. The focus will be on pursuing performance improvement strategies for the public sector workforce to achieve "best value" delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing public sector employees with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the public sector workforce has the flexibility and mobility to meet future needs.

Further, the Government undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Public Service Commissioner.

## **2. Permanent Employment**

The Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

## **3. Organisational Change and Restructuring**

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise public sector organisations, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

- (a) that will significantly impact on the public sector workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- (b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining public sector employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies' operations. Chief Executives retain prerogative over normal business activities to manage the public sector workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

## **4. Queensland Government Policy on Contracting-Out of Government Services**

The *Queensland Government Policy on the Contracting-Out of Government Services* confirms the Government's commitment to maintaining public sector employment. It provides for contracting-out only in limited circumstances and requires Cabinet approval for all contracting-out proposals that will have a significant impact on the public sector workforce in terms of job losses.

#### **5. Employees affected by organisational change**

The government undertakes that tenured public sector employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Public sector employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the public sector, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the public sector is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Public Service Commissioner.

#### **6. Application**

These guidelines apply to all permanent employees of Queensland Government Departments, public service offices and public sector units.

These guidelines do not apply to public sector employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

#### **7. Authority**

These guidelines were approved by Cabinet on 17 April 2000.

#### **8. Consultation**

For further advice on the application of these guidelines, agencies should consult with the Workforce Practices Unit, Office of the Public Service Commissioner.

Appendix 4

PAYRATES - QBuild Cleaning Certified Agreement

(Effective 1 JANUARY 2009)

1-Jan-08	1-Jan-09	1-Jan-10	1-Jan-11	Hourly Rate	HRS/WK	Classification	DESCRIPTION
SAL/FN	SAL/FN	SAL/FN	SAL/FN				
\$2,439.60	\$2,549.40	\$2,651.40	\$2,757.50	\$32.10	38	POO7/3	Cleaner Oper Officer Lev-7
\$2,382.80	\$2,490.00	\$2,589.60	\$2,693.20	\$31.35	38	POO7/2	Cleaner Oper Officer Lev-7
\$2,326.10	\$2,430.80	\$2,528.00	\$2,629.10	\$30.61	38	POO7/1	Cleaner Oper Officer Lev-7
\$2,219.60	\$2,319.50	\$2,412.30	\$2,508.80	\$29.21	38	POO6/3	Cleaner Oper Officer Lev-6
\$2,163.40	\$2,260.80	\$2,351.20	\$2,445.20	\$28.47	38	POO6/2	Cleaner Oper Officer Lev-6
\$2,107.90	\$2,202.80	\$2,290.90	\$2,382.50	\$27.74	38	POO6/1	Cleaner Oper Officer Lev-6
\$2,038.50	\$2,130.20	\$2,215.40	\$2,304.00	\$26.82	38	POO5/4	Cleaner Oper Officer Lev-5
\$1,976.90	\$2,065.90	\$2,148.50	\$2,234.40	\$26.01	38	POO5/3	Cleaner Oper Officer Lev-5
\$1,915.10	\$2,001.30	\$2,081.40	\$2,164.70	\$25.20	38	POO5/2	Cleaner Oper Officer Lev-5
\$1,853.40	\$1,936.80	\$2,014.30	\$2,094.90	\$24.39	38	POO5/1	Cleaner Oper Officer Lev-5
\$1,806.30	\$1,887.60	\$1,963.10	\$2,041.60	\$23.77	38	POO4/4	Cleaner Oper Officer Lev-4
\$1,752.70	\$1,831.60	\$1,904.90	\$1,981.10	\$23.06	38	POO4/3	Cleaner Oper Officer Lev-4
\$1,699.40	\$1,775.90	\$1,846.90	\$1,920.80	\$22.36	38	POO4/2	Cleaner Oper Officer Lev-4
\$1,647.30	\$1,721.40	\$1,790.30	\$1,861.90	\$21.68	38	POO4/1	Cleaner Oper Officer Lev-4
\$1,582.80	\$1,654.00	\$1,722.00	\$1,790.90	\$20.83	38	POO3/4	Cleaner Oper Officer Lev-3
\$1,549.90	\$1,619.60	\$1,687.60	\$1,755.60	\$20.39	38	POO3/3	Cleaner Oper Officer Lev-3
\$1,519.70	\$1,588.10	\$1,656.10	\$1,724.10	\$20.00	38	POO3/2	Cleaner Oper Officer Lev-3
\$1,489.90	\$1,557.90	\$1,625.90	\$1,693.90	\$19.60	38	POO3/1	Cleaner Oper Officer Lev-3
\$1,478.30	\$1,546.30	\$1,614.30	\$1,682.30	\$19.45	38	POO2C	Cleaner Operational Officer (Transitional Payrate Only, No New Appointments)
\$1,487.10	\$1,555.10	\$1,623.10	\$1,691.10	\$19.57	38	POO2/Q	Cleaner Oper Officer Lev-2 Cert III (AQF III)
\$1,467.10	\$1,535.10	\$1,603.10	\$1,671.10	\$19.30	38	POO2/4	Cleaner Oper Officer Lev-2
\$1,428.30	\$1,496.30	\$1,564.30	\$1,632.30	\$18.79	38	POO2/3	Cleaner Oper Officer Lev-2
\$1,389.20	\$1,457.20	\$1,525.20	\$1,593.20	\$18.28	38	POO2/2	Cleaner Oper Officer Lev-2
\$1,350.20	\$1,418.20	\$1,486.20	\$1,554.20	\$17.77	38	POO2/1	Cleaner Oper Officer Lev-2
\$1,327.20	\$1,395.20	\$1,463.20	\$1,531.20	\$17.46	38	POO1/6	Cleaner Oper Officer Lev-1
\$1,243.70	\$1,311.70	\$1,379.70	\$1,447.70	\$16.36	38	POO1/5	Cleaner Oper Officer Lev-1
\$1,160.40	\$1,228.40	\$1,296.40	\$1,364.40	\$15.27	38	POO1/4	Cleaner Oper Officer Lev-1
\$1,077.10	\$1,145.10	\$1,213.10	\$1,281.10	\$14.17	38	POO1/3	Cleaner Oper Officer Lev-1
\$993.70	\$1,061.70	\$1,129.70	\$1,197.70	\$13.08	38	POO1/2	Cleaner Oper Officer Lev-1
\$910.40	\$978.40	\$1,046.40	\$1,114.40	\$11.98	38	POO1/1	Cleaner Oper Officer Lev-1

**SIGNATORIES**

Signed for and on behalf of:

**QBUILD:**

**WITNESS:**

Malcolm Grierson

Anne Lane

Signed for and on behalf of the:

**Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees**

**WITNESS:**

?????????????

Kerry Tomlinson