

PROPOSED***Department of Education Cleaners' Certified Agreement 2025*****EXPLANATORY NOTES****THIS DOCUMENT REFLECTS THE CHANGES IN THE
PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT**

(To be read in conjunction with the proposed *Department of Education Cleaners' Certified Agreement 2025*)

Introduction

1. In this document reference to the 'current agreement' means the *Department of Education Cleaners' Certified Agreement 2022* and reference to the 'proposed Agreement' means the proposed *Department of Education Cleaners' Certified Agreement 2025*.
2. This document is in numerical order according to the clause numbers in the proposed Agreement. Unless specified otherwise, the explanatory notes are referring to the proposed Agreement clauses.
3. For each clause there is an explanation of how the existing provision or entitlement has translated from the current agreement to the proposed Agreement. New entitlements and provisions are identified.
4. Clause numbers may vary from the current agreement due to the removal of some clauses, introduction of new clauses and reordered/restructuring of existing parts and clauses.
5. Technical changes have been made throughout the proposed Agreement that are not included in the explanatory notes, including:
 - (a) changes to address grammar and formatting (e.g. consistent use of capital letters and numbering);
 - (b) updates to previous implementation/effective dates of provisions that are to continue, where required;
 - (c) updates to legislation references throughout the proposed Agreement, where required.
6. This document is to be read in conjunction with the explanatory materials issued by the Department of Education (the Department) explaining the Consumer Price Index Uplift Adjustment (CUA) entitlements and provisions under clause 6.1 (Wage increases) of the proposed Agreement.
7. All explanatory materials, including a copy of these Explanatory Notes are available on the Department's internet site (<https://qed.qld.gov.au>); and the intranet site: <https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/awardspayscales/Pages/cleaner-awards-agreements.aspx>
8. In this document, 'Union' or 'UWU' means the United Workers' Union, Industrial Union of Employees, Queensland.

Further information on the proposed Agreement

If you would like further information on the proposed Agreement or details of online consultation sessions - please visit the OnePortal page found [here](#) or contact the Enterprise Bargaining team via the [SCO enquiry form](#).

Summary of key changes

- No less than an 8% guaranteed increase to wages over three years. The first 3% wage increase will be backdated to 1 November 2025 to eligible employees. Employees may receive up to 10.5% over the life of the Agreement where further wage increases attributable to the Consumer Price Index Uplift Adjustment (CUA) are payable.
- New Consumer Price Index Uplift Adjustment (CUA) provisions (replaces the Cost of living adjustment (COLA) payment in the current agreement).
- Enhancements to the Experienced Cleaners Allowance: rate increased from \$25 to \$31 per fortnight and indexed from year 2 (i.e., from 1 November 2026), and reduced service eligibility requirements from 10 years to 8 years.
- Revised filling vacant cleaning hours process and principles: retains permanent full-time employment as the preferred employment for Cleaners.
- Rest pauses: day shift workers can elect to combine the two 10-minute rest pauses into a 20-minute block.
- Dispute Resolution provisions clarify union representation at each stage of the process, and requirement for written communication to all parties outlining the outcome when a resolution is reached.
- Backfilling of absent cleaners: part-time cleaners to be offered backfill hours in the first instance.
- New modernised methodology for measuring schools to determine a school's cleaning time requirements (replaces existing Schedule 1) and enhancements to some elements to reflect contemporary cleaning practices and provision for a non-cleaning time allocation. Key changes include:
 - new contemporary approach to calculating a school's cleaning time using 'measurable surfaces' and 'inaccessible areas'. Clearer provisions stating what is not measured;
 - revised productivity rates to align with contemporary practices (e.g. modern building design, materials, equipment, micro cloths, fixed outdoor table and benches);
 - increase in rubbish allocation for schools with enrolments greater than 3201 students;
 - introduction of new 'difficulty factor' that considers a school's waste management system (including number of bins) and school layout / topography;
 - New non-cleaning allocation of 0.2 minutes for each hour allocated for cleaning i.e. 15 minutes per fortnight (full-time cleaner).
- Casual employment maximum outer limit changed from 12 weeks / school term to 6 months.
- Provisions providing for the engagement of external cleaning services only in certain emergent circumstances (as specified) and where cleaning tasks required to address these certain emergent circumstances exceed the capability or resources of directly employed Cleaners. Union to be notified as soon as practicable.
- Part 13 (Other) has been omitted as the current agreement's commitments regarding School Crossing Supervisors (Department of Main Roads and Transport employees) were completed by the relevant parties during the life of the current agreement.

The Structure - The proposed Agreement contains 12 Parts and 5 Schedules as follows:

Part	Title	Clause
Part 1	Preliminary	1.1 Title 1.2 Application 1.3 Date and period of operation 1.4 Access to the Agreement 1.5 Relationship with Award 1.6 Definitions 1.7 Objectives of this Agreement 1.8 Commitments of the Agreement 1.9 Employment security 1.10 Equity considerations 1.11 Negotiations for replacement agreement 1.12 Employment arrangement – Public Private Partnerships (PPP) Schools 1.13 No further claims
Part 2	Consultation	2.1 Consultation principles and requirements 2.2 Local consultative committees 2.3 Regional consultative Committee 2.4 Joint cleaning consultative committee 2.5 Joint working party 2.6 Workforce reporting
Part 3	Collective Industrial Relations and Union Encouragement	3.1 Collective industrial relations 3.2 Function of union workplace delegates 3.3 Union encouragement 3.4 Protocols for school visits 3.5 Industrial relations education leave 3.6 International Labour Organisation (ILO) Conventions
Part 4	Dispute Resolution	4.1 Statement of intent 4.2 Maintenance of the status quo 4.3 Dispute Resolution process 4.4 Matters involving conduct and inappropriate workplace behaviour
Part 5	Employment Relationship	5.1 Types of employment 5.2 Full-time employment 5.3 Part-time employment 5.4 Casual employment 5.5 Circumstances when fixed-term temporary or casual employment can be considered 5.6 Conversion of fixed-term temporary or casual employment
Part 6	Wages	6.1 Wage increases 6.2 Eligibility 6.3 Payment of the CUA 6.4 Salary schedules and other financial elements 6.5 Definitions 6.6 Table of Wages – Classification OO2 6.7 Equal remuneration 6.8 Award and certified agreement wages 6.9 Salary packaging
Part 7	Allowances	7.1 Experienced cleaners allowance 7.2 Broken work allowance 7.3 Uniform 7.4 School Cleaning Coordinator position

Part	Title	Clause
Part 8	Hours of Work	8.1 General 8.2 Hours of duty – early start 8.3 Extended hours of duty for schools with changed or extended school days 8.4 Working on student free days 8.5 Call outs 8.6 Outdoor Education Centres, Environmental Education Centres and Residential Campuses 8.7 Accrued day off (ADO arrangements) 8.8 Hours worked in excess of rostered hours – overtime / TOIL 8.9 Filling vacant cleaning hours 8.10 Rest pauses 8.11 Leave entitlements
Part 9	Workforce Arrangements	9.1 Calculation of cleaning time 9.2 Changes to School Cleaning Frequencies Guideline 9.3 Additional cleaning for school and non-school activities 9.4 Closed classrooms 9.5 Classrooms not being used as a teaching and learning area 9.6 Team cleaning 9.7 School security alarms
Part 10	Workforce Management	10.1 School Facilities Operations Team and Cleaners 10.2 Working with children check (Blue Card) 10.3 Professional development and training 10.4 Certificate III – Cleaning Operations 10.5 First aid training 10.6 Relevant ICT training 10.7 Communication to cleaners 10.8 Performance improvement 10.9 Discipline, alternative duties and suspension 10.10 Unplanned absenteeism
Part 11	Employment, Transfer and Deployment	11.1 Employment and probation 11.2 Pre-employment screening 11.3 Multiple hire 11.4 Required transfers arising from surplus capacity and/or loss of hours 11.5 Requested transfers 11.6 Absence relief
Part 12	Health, Safety and Wellbeing	12.1 Statement of intent 12.2 Consultation 12.3 Workplace health, safety and wellbeing training 12.4 Workplace health, safety and wellbeing programs and strategies 12.5 Hepatitis A and B vaccinations 12.6 Facilities 12.7 Work-life balance
Schedule 1	Calculation of Cleaning Time	
Schedule 2	Leave Entitlements	
Schedule 3	Joint Cleaning Consultative Committee - Terms of Reference	
Schedule 4	Regional Consultative Committee - Terms of Reference	
Schedule 5	Queensland Government Commitment to Union Encouragement	
Signatories page		

Changes for each clause explained below

PART 1 Preliminary

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 1.1 to 1.13 below.

1.1 Title

The title has been changed from '*Department of Education Cleaners' Certified Agreement 2022*' to '*Department of Education Cleaners' Certified Agreement 2025*'.

1.2 Application

This is existing clause 1.2 of the current agreement with a technical fix to reflect the correct title for the Director-General in the Department of Education.

1.3 Date and Period of Operation

This is existing clause 1.3 of the current agreement with changes to reflect the in-principle agreement between the Department and UWW (the parties) regarding the date and period of operation as follows:

- The proposed Agreement will operate from certification date (this means the date the Queensland Industrial Relations Commission certifies the proposed Agreement in accordance with the *Industrial Relations Act 2016*) and remain in force until 31 October 2028 (nominal expiry date).
- The second sentence in the existing clause that states '*The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 September 2022, unless otherwise specified in this Agreement*' has been omitted. Where a clause is to operate from a date earlier than the date of certification of the proposed Agreement, this is dealt with in the specific provision itself (e.g. the first wage increase in clause 6.1(a)(i) is payable from 1 November 2025).

1.4 Access to the Agreement

This is existing clause 1.4 of the current agreement. This clause is unchanged.

1.5 Relationship to Award

This is existing clause 1.5 of the current agreement. This clause is unchanged.

1.6 Definitions

This is existing clause 1.6 of the current agreement with the following two amendments:

- updated '*Agreement*' to reflect the correct title of the proposed Agreement; and
- the '*SFOT means School Facilities Operations Team*' definition has been removed as it is not an abbreviation used in the proposed Agreement.

1.7 Objectives of this Agreement

This is existing clause 1.7 of the current agreement with amendments as follows:

- existing clause 1.7(b)(i) and (ii) – moved existing clause 1.7(b)(ii) '*The Department will minimise casual and fixed term temporary employment, where possible*' to under clause 5.1(c) in PART 5 Employment Relationship.
- Retained existing clause 1.7(b)(i) as clause 1.7(b) and amended the existing wording to read as a broader objective statement. Not a substantive change. Clause 1.7(b) states: '*To provide employment arrangements that recognise that permanent full-time*

employment is the preferred form of engagement for employees covered by this Agreement.' The existing sentence refers to the '*Department recognises that permanent full-time employment is the preferred form of engagement for employees covered by this Agreement*'.

- No change to existing clause 1.7(a) and (c).

1.8 Commitments of this Agreement

Existing clauses 1.8 (a), (b) and (c) of the current agreement have been omitted or amended as follows:

- The entirety of clauses 1.8(a) and (b) have been replaced in the proposed Agreement as the reviews have been completed during the life of the current agreement. A new clause 1.8(a) has been inserted that states: '*Recommendations made by the Review of State School Resourcing Arrangements, referred to in clause 1.8(a)(i) of the Department of Education Cleaners' Certified Agreement 2022, are to be reported to the Joint Cleaners Consultative Committee upon the recommendations being made and following approval of Executive Government.*'
- Existing clause 1.8(c) has been renumbered as clause 1.8(b) with amendments to reflect that the commitment to develop an online education package was met during the life of the current agreement. As the education package is now in operation, clause 1.8(b) provides that the Department commits to update the education package within three months of certification of the proposed Agreement. The updates will reflect the proposed Agreement.

1.9 Employment security

This is existing clause 1.9 of the current agreement. Existing clauses 1.9(a) to (c) are retained unchanged.

New provisions have been inserted at clauses 1.9(d) to (i) that enable the Department to engage an external cleaning service in certain emergent circumstances and only when the cleaning tasks required to address these certain emergent circumstances exceed the capability or resources of directly employed Cleaners. The certain emergent circumstances are outlined in clause 1.9(d) and (e). The engagement of an external cleaning service in the certain emergent circumstances can occur without prior consultation with UWU, however, the Department (e.g., school) is required to notify UWU that an external cleaning service is on site, expected duration and reason for engagement as soon as practicable (see clause 1.9(g)). The clauses make it clear that the Department must not rely on these provisions as a substitute for maintaining adequate staffing levels of directly employed cleaners and do not permit the routine contracting out of cleaning services. Under clause 1.9(h), the Union may request the Department table information at a Joint Cleaning Consultative Committee regarding the use of external cleaning services under clause 1.9.

1.10 Equity considerations

This is existing clause 1.10 of the current agreement. This clause is unchanged.

1.11 Negotiations for replacement Agreement

This is existing clause 1.11 of the current agreement. This clause is unchanged.

1.12 Employment arrangement – Public Private Partnerships (PPP) Schools

This is existing clause 1.12 of the current agreement. This clause is unchanged.

1.13 No further claims

This is clause 1.13 of the current agreement with the following two amendments:

- omitted existing clause 1.13(a) as the clause related to the priorities, projects and reviews relevant to the life of the current agreement; and
- amended existing clause 1.13(b) (which is clause 1.13(a) of the proposed Agreement) to remove the phrase '*with the exception of the matters in clause 1.13(c) and PART 13 of this Agreement*' as that phrase deals with matters that were completed during the life of the current agreement and are not required in the proposed Agreement.

PART 2 Consultation

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 2.1 to 2.6 below.

2.1 Consultation principles and requirements

This is clause 2.1 of the current agreement with an amendment in clause 2.1(h)(i) to replace the word '*maximisation*' with '*filling of vacant hours*' as the maximisation of hours is no longer the term used (not since commencement of the current agreement). The proposed Agreement contains objectives, employment arrangements and a filling vacancy process that supports full-time permanent employment as the preferred employment for Cleaners.

2.2 Local Consultative Committee

This is clause 2.2 of the current agreement. This clause is unchanged,

2.3 Regional Consultative Committee

This is clause 2.3 of the current agreement with amendments to reflect that Regional Consultative Committees (RCCs) are in operation and will continue for the life of the proposed Agreement (i.e., current provisions dealing with the establishment of RCCs and initial RCC meetings have been omitted). Existing clause 2.3(k) dealing with a review of RCCs has been replaced with clause 2.3(j) which provides that the RCC Terms of Reference may be reviewed by the Joint Cleaning Consultative Committee and any proposed changes will be by agreement between the parties.

2.4 Joint Cleaning Consultative Committee

This is clause 2.4 of the current agreement. This clause is unchanged.

2.5 Joint working party

This is clause 2.5 of the current agreement. This clause is unchanged.

2.6 Workforce reporting

This is clause 2.6 of the current agreement with minor amendments to new starter reports (clause 2.6(a)) and employment status reports (clause 2.6(b)) clarifying work location data for both types of reports to include 'region'.

PART 3 Collective Industrial Relations and Union Encouragement

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 3.1 to 3.6 below.

3.1 Collective Industrial Relations

This is clause 3.1 of the current agreement. This clause is unchanged.

3.2 Function of union workplace delegates

This is clause 3.2 of the current agreement. This clause is unchanged except for the removal of 'facsimile machines' in clause 3.2(c) as such telecommunications are no longer in use.

3.3 Union Encouragement

This is clause 3.3 of the current agreement. This clause is unchanged.

3.4 Protocols for school visits

This is clause 3.4 of the current agreement. This clause is unchanged.

3.5 Industrial relations education leave

This is clause 3.5 of the current agreement with a technical amendment to remove reference to a number for the Special Leave Directive. Schedule 2 of the proposed Agreement sets out the leave entitlements for Cleaners and the relevant authority/legislation, including the number of the Special Leave Directive.

3.6 International Labour Organisation (ILO) Conventions

This is existing clause 3.6 of the current agreement. This clause is unchanged.

PART 4 Dispute Resolution

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 4.1 to 4.4 below.

4.1 Statement of intent

Existing clauses 4.1(a) and (b) (Statement of Intent) have been replaced with an opening sentence setting out the Dispute Resolution provisions are to facilitate resolution of disputes and grievances in a timely manner to achieve certain objectives, which are listed in clauses 4.1(a) to (d).

4.2 Maintenance of the status quo

This is clause 4.2 of the current agreement with amendments clarifying the status quo to continue. The amended clause provides for substantially the same entitlements as the existing clause.

The existing wording: *'Subject to legislation, while the dispute resolution process is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo is to remain whilst the process is being followed. No party will be prejudiced as to the final settlement by the continuation of the work.'*

has been replaced with

'While the dispute resolution process 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 process is being followed. No party will be prejudiced as to the final settlement by the continuation of the work.'

4.3 Dispute Resolution process

Existing clause 4.3 with amendments as follows:

- At all three stages of the dispute resolution process in clauses 4.3(a) to (c):
 - the term 'Union Representative' replaces 'Union delegate' and 'State Secretary of the Union or nominee' as a broader term and reflects a Cleaner's

right to consult or be represented by a Union Representative throughout the entire dispute resolution process; and

- new clauses providing that all relevant documentation is to be provided during the process and for written communication to be provided to all parties when a resolution is reached outlining the outcome.
- At stage 3 (Resolution at central office): new provisions at clause 4.3(c)(ii)A and B setting out the Director-General's responsibilities regarding investigations and appointment of an investigating officer.

4.4 Matters involving conduct and inappropriate workplace behaviour

This is clause 4.4 of the current agreement. This clause is unchanged.

PART 5 Employment Relationship

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 5.1 to 5.6 below.

5.1 Types of employment

This is clause 5.1(a) and (b) of the current agreement (unchanged) with the addition of a sub-clause moved from existing clause 1.7(b)(ii) to clause 5.1(c) that states 'The Department will minimise casual and fixed term temporary employment, where possible'.

5.2 Full-time employment

This is clause 5.2 of the current agreement. This clause is unchanged.

5.3 Part-time employment

This is clause 5.3 of the current agreement. This clause is unchanged.

5.4 Casual employment

This is clause 5.4 of the current agreement. This clause is unchanged.

5.5 Circumstances where fixed-term temporary or casual employment can be considered

This is clause 5.5 of the current agreement with amendments as follows:

- the maximum outer limit in existing clause 5.5(c) has been extended to six months (currently it is a school term or up to 12 weeks, whichever is the lesser) as set out in clause 5.5(b);
- omitted existing clause 5.5(e) dealing with backfill beyond 12 weeks of an employee who is on workers' compensation as the maximum outer limit for all casual employment has been extended to six months;
- existing clause 5.5(b) amended to remove the words 'wherever possible' so that the replacement clause 5.5(c) states '*Where a vacancy of two months or more exists, a fixed term temporary Cleaner will be engaged to fill the vacancy in preference to casual employment.*';
- new clause 5.5(d) providing that '*If, throughout the casual engagement it is identified that the vacancy may extend beyond six months, the Principal (or their delegate) will undertake to fill the vacancy in accordance with clause 8.9 Filling vacant cleaning hours.*'

Clause 5.5(a) has been retained unchanged.

5.6 Conversion of fixed term temporary or casual employment

This is clause 5.6 in the current agreement with an amendment to omit existing clause 5.6(c) which deals with a commitment required and completed under the current agreement.

PART 6 Wages

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 6.1 to 6.9 below. [As noted on page 1, refer also explanatory material specifically on wage increases and the CUA available on the Department's intranet.]

6.1 Wages increases

This is clause 6.1 of the current agreement amended to set out the wage increases of 3% on 1 November 2025; 2.5% on 1 November 2026; and 2.5% on 1 November 2027 under the proposed Agreement. Included is information relating to CPI Uplift Adjustment (CUA).

6.2 Eligibility

This is a new clause. This clause explains the eligibility to receive CUA.

6.3 Payment of the CUA

This is a new clause. This clause explains the payment (if eligible) and timeframe to receive CUA.

6.4 Salary schedules and other financial elements

This is a new clause. This clause explains how CUA effects the salary rates and allowances.

6.5 Definitions

This is a new clause that sets out the definitions applicable to clauses 6.1 to 6.4.

6.6 Table of Wages – Classification OO2

This is clause 6.2 of the current agreement with amendments to update the wages to reflect the increase effective 1 November 2025 (3%), 1 November 2026 (2.5%) and 1 November 2027 (2.5%) as outlined in clause 6.1. The table includes the full-time (76 hours per fortnight) hourly, fortnightly and annual rates. There is a separate table showing the casual hourly rate (which includes a 25% casual loading).

6.7 Equity remuneration

This clause replaces existing clause 6.1(d) regarding equal remuneration and provides a more comprehensive provision setting out the Department's commitment and actions in relation to equal remuneration. The new clause clearly states the Department is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value, noting there are valid exemptions to this based upon different periods of recognised service and qualification requirements.

6.8 Award and certified agreement wages

This is clause 6.3 of the current agreement. This clause is unchanged.

6.9 Salary Packaging

This is clause 6.5 of the current agreement. This clause is unchanged.

PART 7 Allowances

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 7.1 to 7.4 below.

7.1 Experienced cleaners allowance

This is clause 7.1 of the current agreement. This clause has been amended to reflect on certification the monetary amount has increased from \$25 to \$31 per fortnight and the service period will be reduced from 10 years to 8 years at OO2 paypoint 4. Cleaners who possess a Certificate III – Cleaning Operations or equivalent are still eligible for the allowance. From

year 2 of the Agreement (i.e., 1 November 2026) the allowance will be indexed annually in accordance with wage increases. The applicable rates are set out in a table.

7.2 Broken work allowance

This is clause 7.2 of the current agreement. This clause is unchanged.

7.3 Uniform

This is clause 7.3 of the current agreement. This clause is unchanged.

7.4 School Cleaning Coordinator position

This is clause 7.4 of the current agreement. This clause is unchanged.

PART 8 Hours of Work

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 8.1 to 8.11 below.

8.1 General

This is clause 8.1 of the current agreement. This clause is unchanged.

8.2 Hours of Duty – early start

This is clause 8.2 of the current agreement. This clause is unchanged.

8.3 Extended hours of duty for schools with changed or extended school days

This is clause 8.3 of the current agreement. This clause is unchanged.

8.4 Working on Student Free Days

This is clause 8.4 of the current agreement. This clause is unchanged.

8.5 Call Outs

This is clause 8.5 of the current agreement. This clause is unchanged.

8.6 Outdoor Education Centres, Environmental Education Centres and Residential Campuses

This is clause 8.6 in the current agreement. This clause is unchanged.

8.7 Accrued Day Off (ADO) arrangements

This is clause 8.7 of the current agreement with the following amendments:

- clause 8.7(b)(iv) has been removed as it relates to transitional provisions under the current agreement that are now completed;
- clause 8.7(c)(iv)C is retained at clause 8.7(c)(iv)C with the addition of a sentence clarifying that additional days not requiring ADO accrual are to be taken into consideration when a cleaner commences employment during the year.
- existing clause 8.7(d)(i) is retained at clause 8.7(d)(i) with the addition of a sentence explaining and clarifying the proportionate supplementary days for Cleaners commencing during the year. An example is also provided; and
- a signpost note in italics has been included below clause 8.7(g)(iii) advising that clause 8.7(f)(iii) deals with treatment of ADO time credit on public holidays.

8.8 Hours worked in excess of rostered hours – overtime/TOIL

This is clause 8.8 of the current agreement. This clause is unchanged.

8.9 Filling vacant cleaning hours

Existing clause 8.9 (Filling vacant cleaning hours) is retained with amendments as set out below. The clause retains the Department's commitment to the transition and maintenance of existing Cleaners to permanent full-time employment as the preferred model of employment for Cleaners (see clause 8.9(a)(ii)).

Existing clause 8.9(b)(i) is retained unchanged in clause 8.9(a)(i).

Existing clauses 8.9(b)(ii) to (v) are retained unchanged in clauses 8.9(a)(iii) to (vi).

A new clause 8.9(a)(vii): *'To provide every opportunity for Cleaners to be employed as soon as possible on permanent full-time employment, Cleaners may be offered work across more than one school in their local area.'* This clause has been included to clarify working across multiple schools remains possible under the proposed Agreement as the current mandatory step requiring schools to identify potential permanent Cleaners from nearby schools (existing clause 8.9(i) Step 5) before recruiting has been omitted from the new filling vacancy process.

Existing clauses 8.9(c)(i) to (iii) (Minimum requirement for permanent full-time Cleaners) are retained unchanged and set out in clauses 8.9(b)(i) to (iii).

Existing clause 8.9(d) which contains a 7-step filling vacancy process has been replaced with a new process. The new process includes a grievance escalation process where a Cleaner is aggrieved by the Principal's (or their delegate) decision to recruit new Cleaners. This replaces existing clause 8.9(b)(vi) which refers to the dispute resolution at existing clause 4.3.

Existing clause 8.9(l) (Where cleaning hours are not permanent hours) is retained unchanged and set out in clause 8.9(e)(iii).

Existing clause 8.9(g)(iii) which deals with distribution of hours where more than one permanent Cleaner could be moved to full-time (i.e. distribution will be in accordance with the employee's length of service with the Department as a Cleaner, with the longest serving offered hours in the first instance) is reflected in clause 8.9(e)(i)B.

Consultation with Cleaners remains a requirement of the process as set out in clause 8.9(c)(vi).

The other key amendments to existing clause 8.9(d) (Process for distribution of permanent vacant cleaning hours) are:

- Cleaners will only be required to opt out in writing at the beginning of the year (not on each occasion there are available hours to fill as required under the current agreement). A Cleaner can at any time during the year withdraw or vary in writing their decision regarding their hours of work. See clause 8.9(c)(ii).
- At the time hours are available to fill, a Cleaner who has not previously notified the Principal they wish to 'opt out' may 'opt out' at that time in writing. See clause 8.9(c)(v).
- The Principal must notify Cleaners who wish to increase their hours that there are hours to fill. See clause 8.9(c)(iv).
- New clause 8.9(d) – where the Principal proposes, having regard to service provision needs, an additional Cleaner or Cleaners are needed to be recruited, and

an existing Cleaner or Cleaners dispute that decision (a grievance), the clause provides for the following to occur:

- The Principal must notify the relevant School Supervisor of the grievance and seek their approval before proceeding to recruiting; and
- The relevant School Supervisor prior to giving any approval to the Principal must consult with the Union regarding the grievance.
- New clause 8.9(e) provides that in the absence of any grievance about the Principal's proposal to recruit to fill available Cleaner hours, the Principal must:

First, identify and offer hours to Cleaners in the following priority:

- 1) High compassionate and required transfers;
- 2) Existing permanent Cleaners in the school. The distribution of hours will be in accordance with the employee's length of service with the Department as a Cleaner, with the longest serving offered hours in the first instance;
- 3) Compassionate and requested transfer; and

Secondly, if there are no existing Cleaners, as identified in clause 8.9(e)(i), then the Principal may undertake a recruitment process utilising normal department policies/procedures. (Note: which may include consideration of existing fixed term temporary Cleaners).

8.10 Rest pauses

This is clause 8.10 of the current agreement with amendments as follows:

- replace '*ordinary hours*' in clause 8.10(a)(i) and (ii) with '*rostered hours*'. This is not a substantive change but will ensure the correct application of the provisions as the rostering of rest pauses on any day should take into account all the hours (ordinary and ADO time) the Cleaner has been scheduled to work. '*Rostered hours*' under the current agreement and proposed Agreement is defined (at clause 1.6(v)) as '*regularly weekly hours worked by an employee under the roster developed at the school. These hours include ordinary hours and ADO hours.*'
- a new clause 8.10(b) providing for day shift workers (work a single continuous shift) who are entitled to two 10 minutes rest pauses per day can elect to have a 20-minute rest pause block by mutual agreement with the Principal or their delegate. Rest pauses are in paid work time and are distinct from a meal break taken during a shift (e.g. lunch break).
- a new clause 8.10(d) provides for the actual time rest pauses are rostered to be taken on any day may need to be adjusted by the Principal or the delegate due to unforeseen circumstances (e.g. staff absence), in line with operational requirements. Any other adjustments required shall be by agreement.

Existing clause 8.10(b) is unchanged and is set out in clause 8.10(c).

8.11 Leave entitlements

This is clause 8.11 of the current agreement. This clause is unchanged.

PART 9 Workforce Arrangements

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 9.1 to 9.7 below.

9.1 Calculation of cleaning time

This is clause 9.1 of the current agreement with two amendments as follows:

- in clause 9.1(g) replace 'administration hours' with 'safety net' as per renamed title in clause 6 of Schedule 1; and
- a new clause 9.1(h) to include the new non-cleaning time allocation in clause 7 of Schedule 1.

9.2 Changes to School Cleaning Frequencies Guideline

This is clause 9.2 of the current agreement with a minor technical amendment to update the date of the current version of the School Cleaning Frequencies Guideline as at the time of drafting the proposed Agreement.

9.3 Additional cleaning for school and non-school activities

This is clause 9.3 of the current agreement. This clause is unchanged.

9.4 Closed Classrooms

This is clause 9.4 of the current agreement with a minor amendment in clause 9.4(a)(iii) to replace 'administrative' to 'safety net' for consistency with the renamed title in clause 6 in Schedule 1.

9.5 Classrooms not being used as a teaching and learning area

This is clause 9.5 of the current agreement with a minor amendment in clause 9.5(a)(ii) to replace 'administrative' to 'safety net' for consistency with the renamed title in clause 6 in Schedule 1.

9.6 Team Cleaning

This is clause 9.6 of the current agreement. This clause is unchanged.

9.7 School Security Alarms

This is clause 9.7 of the current agreement. This clause is unchanged.

PART 10 Workforce Management

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 10.1 to 10.10 below.

10.1 School Facilities Operations Team and Cleaners

This is clause 10.1 of the current agreement with an amendment to clause 10.1(a) to remove the reference to the Department committing to operationalising 13.0 FTE regionally based School Facilities Operations Advisors (SFOAs) as the proposed Agreement covers Cleaners, not SFOAs, and the reference to FTE dates back to when SFOAs were initially established in the Department.

10.2 Working with Children check (Blue Card)

This is clause 10.2 of the current agreement. This clause is unchanged.

10.3 Professional development and training

This is clause 10.3 of the current agreement. This clause is unchanged.

10.4 Certificate III – Cleaning Operations

This is clause 10.4 of the current agreement. This clause is unchanged to reflect the Department's continued commitment during the life of the proposed Agreement to supporting Cleaners to undertake the Certificate III – Cleaning Operations.

10.5 First Aid Training

This is clause 10.5 of the current agreement. This clause is unchanged.

10.6 Relevant ICT training

This is clause 10.6 of the current agreement. This clause is unchanged.

10.7 Communication to Cleaners

This is clause 10.7 of the current agreement. There is an amendment to the clause regarding the frequency of Departmental communication to Cleaners (from every two months to fortnightly) and a reference to such communications being in accordance with the Department's communication policies and procedures (e.g., ConnectED).

10.8 Performance improvement

This is clause 10.8 of the current agreement. This clause is unchanged.

10.9 Discipline, alternative duties and suspension

This is clause 10.9 of the current agreement. This clause is unchanged.

10.10 Unplanned absenteeism

This is clause 10.10 of the current agreement. This clause is unchanged.

PART 11 Employment, Transfer and Deployment

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 11.1 to 11.6 below.

11.1 Employment and probation

This is clause 11.1 of the current agreement. This clause is unchanged.

11.2 Pre-employment screening

This is clause 11.2 of the current agreement. This clause is unchanged.

11.3 Multiple hire

This is clause 11.3 of the current agreement. This clause is unchanged.

11.4 Required transfer arising from surplus capacity and/or loss of hours

This is clause 11.4 of the current agreement. This clause is unchanged.

11.5 Requested transfers

This is clause 11.5 of the current agreement. This clause is unchanged.

11.6 Absence relief

This is clause 11.6 of the current agreement with amendments as follows:

- in existing clause 11.6(b) replaced the reference to School Facilities Operations Team with 'Regional Human Resources (HR) / Regional Finance' as these are the appropriate teams in relation to a school seeking support for immediate relief. To assist Regional HR / Regional Finance in determining any requests in regards to relief, the School Facilities Operations Team to be consulted regarding the size of the site and the number of cleaners together with any other relevant information.

- new clause 11.6(d) provides that Principals may approve the school providing immediate relief in any circumstances (where not already provided in clause 11.6(a)), to support continuity of cleaning services and having consideration to workplace, health and safety requirements for staff and students.
- new clause 11.6(e) provides in the case of backfilling an absent that in the first instance schools are to offer their existing permanent part-time cleaners the opportunity to backfill;
- new clause 11.6(f) provides that schools required to adjust their programs to ensure that essential cleaning is carried out on non-relief days must refer to the current School Cleaning Frequencies Guideline for guidance on priority cleaning areas. To assist schools, the priority cleaning areas in the Guideline as at 30 January 2026 has been included in the proposed Agreement. However, schools should always check the latest Guideline on OnePortal;

The current thresholds for providing relief in existing clause 11.6(a)(i) to (iii) are retained and set out in clause 11.6(a)(i) to (iii).

PART 12 Health, Safety and Wellbeing

This is an existing part in the current agreement. All existing clauses (12.1 to 12.7) have been retained in the proposed Agreement.

12.1 Statement of intent

This is clause 12.1 of the current agreement. This clause is unchanged.

12.2 Consultation

This is clause 12.2 of the current agreement. This clause is unchanged.

12.3 Workplace Health, Safety and Wellbeing training

This is clause 12.3 of the current agreement. This clause is unchanged.

12.4 Workplace Health, Safety and Wellbeing programs and strategies

This is clause 12.4 of the current agreement. This clause is unchanged.

12.5 Hepatitis A and B vaccinations

This is clause 12.5 of the current agreement. This clause is unchanged.

12.6 Facilities

This is clause 12.6 of the current agreement. This clause is unchanged.

12.7 Work-life Balance

This is clause 12.7 of the current agreement. This clause is unchanged.

Note: the existing 'PART 13 - Other' has been omitted

The provisions in existing Part 13 dealt with School Crossing Supervisors, who are employees of the Department of Transport and Main Roads. Part 13 in its entirety has been omitted as the review required under the current agreement has been finalised by the Department, UWU and other relevant parties. School Crossing Supervisors remain employed by Department of Transport and Main Roads.

SCHEDULE 1 Calculation of Cleaning Time

This is a new contemporary and modernised Schedule 1 for the allocation of cleaning hours. The current Schedule 1 will be omitted. The improved key features of the proposed Schedule 1 are:

- New contemporary approach to calculating cleaning time using 'measurable surfaces', fully enclosed areas and 'inaccessible areas' which are defined in Schedule 1. Clearly stating what areas are not to be measured.
- New clause 1(d) dealing with how to manage local factors in schools that are not easily identified within Schedule 1. Following consultation with school management and relevant unions, the final decision about what is measured for cleaning time allocation purposes will be determined by the School Facilities Operations Team.
- Fewer categories of productivity and dusting rates by combining existing items (e.g., 'Internal Hard Surfaces' includes carpet, vinyl, polished wood, non-polished wood, sports flooring and any other type of internal hard surface flooring).
- Enhanced and revised daily productivity rates to align with contemporary practices (e.g. modern building design, materials, equipment, micro cloths, fixed outdoor table and benches).
- An increase in rubbish allocation for schools with enrolments greater than 3201 students.
- Introduction of new 'difficulty factor' which includes a school's waste management system (including number of bins) and school layout/topography
- Existing clause 6 (Administration hours) renamed 'safety net' at clause 6 to better reflect the objective of the clause to provide an allocation of 5 hours to schools with 11 or more Cleaners (conditions apply as per existing clause 6). No other changes.
- New clause 7 that provides a non-cleaning allocation of 0.2 minutes for each hour allocated for cleaning. This equates to 15 minutes per fortnight per 1 Full time Equivalent (FTE) (1 FTE – 76 hours / fortnight). This allocation applies to full-time and part-time cleaners.

SCHEDULE 2 Cleaners' Leave Entitlements

This is existing Schedule 2 in the current agreement with amendments to reflect current legislation and Directives as well as a reference to the Reproductive Leave Directive. The Schedule provides a list of available leave entitlements and their authority (that is, the proposed Agreement is not the source of the entitlement, and should there be any discrepancy between Schedule 2 and the source authority, the source authority prevails). A new sentence has been added upfront explaining that the Department's policies and procedures regarding leave entitlements can be found on OnePortal or via myHR.

SCHEDULE 3 Joint Cleaning Consultative Committee – Terms of Reference

This is Schedule 3 in the current agreement with the following amendments:

- at clause 1 (Introduction) – update the title of the proposed Agreement;
- at clause 2 (Functions and roles) – in clause 2(d) additional wording to reference clause 2.6 employee data reports and 1.9(h) which provides the Union may request information regarding the engagement of external cleaning services; and
- at clause 7 (Reporting Requirements) amended the clause title to read 'JCCC reporting Requirements' to accurately reflect the contents of the clause; and

- at clause 7.1(b) replace the reference to the '*Cleaners Chronicle newsletter*' with a reference to the '*Department's newsletter*' and to see clause 10.7.

SCHEDULE 4 Regional Consultative Committee – Terms of Reference

This is Schedule 4 of the current agreement with three minor changes at clause 1 (Introduction) to update the title of the proposed Agreement and replace the word '*establishment*' with '*the operation of an appropriate number of Regional Consultative Committees*'. Clause 2 (Functions and roles) sub-clause (c) amended to include reference to RCC's consideration of employee data reports for its region.

SCHEDULE 5 Queensland Government Commitment to Union Encouragement

This is Schedule 5 of the current agreement and is a copy of the 'Queensland Government Commitment to Union Encouragement' policy published by the Department of the Premier and Cabinet. There are no changes to Schedule 5.

SIGNATORIES

The final page of the proposed Agreement is the 'Signatories' page which has been amended to reflect current Department and Union representatives.

END