

T14737 OF 2020



Industrial Relations Act 1984
s55 Industrial Agreement

EDUCATION FACILITY ATTENDANTS SALARIES AND CONDITIONS OF EMPLOYMENT AGREEMENT 2019

Between the

Minister administering the *State Service Act 2000*

and

United Workers Union, Tasmanian Branch



I TITLE

This Agreement shall be known as the Education Facility Attendants Salaries and Conditions of Employment Agreement 2019.

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3 APPLICATION

This Agreement is made in respect of employees covered by the *Facility Attendants (Tasmanian State Service) Award* (the Award).

4 DATE AND PERIOD OF OPERATION

4.1 This Agreement cancels and replaces the following agreements:

- Education Facility Attendants Salaries and Conditions of Employment Industrial Agreement 2018 which was registered on 19 August 2019.
- Education Facility Attendants Salaries and Conditions of Employment Industrial Agreement 2016 which was registered on 22 December 2016.
- Education Facility Attendants Salaries and Conditions of Employment Industrial Agreement 2013 which was registered on 17 December 2013.

4.2 This Agreement applies with effect from 20 September 2019 and will remain in force until 19 September 2022.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and United Workers Union, Tasmanian Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 SALARY INCREASES

7.1 Salaries will increase as follows

- (i) \$1400 with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2019
- (ii) 2.3 per cent per annum with effect from the ffppcooa 1 December 2020
- (iii) 2.35 per cent per annum with effect from the ffppcooa 1 December 2021

7.2 Schedule I of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2019, ffppcooa 1 December 2020 and ffppcooa 1 December 2021 for employees covered by the *Facility Attendants (Tasmanian State Service) Award*



8 CLASSIFICATION AND SALARY STRUCTURE

An employee appointed to a position will be paid the salary rate applicable to a level determined in accordance with the classification standards set out below.

8.1 Education Facility Attendant (EFA) Level 1

PROVIDED that an employee who has completed six months service at Level 1 shall progress to Level 2, subject to satisfactory performance and skills acquisition.

- (i) Level 1 classification standard:
- (ii) This is the introductory training level.
- (iii) An employee at this level will undertake training in school attendant duties which comprise cleaning, grounds keeping and/or kitchen assistant functions.
- (iv) An employee at this level works under direct supervision. Work routines, methods and procedures are well established.
- (v) Relevant training and/or experience determined between the parties appropriate to the nature of the work.

8.2 Education Facility Attendant Level 2

PROVIDED that an employee who has completed twelve months service at Level 2 shall progress to Level 3, subject to satisfactory performance and skills acquisition.

- (i) Level 2 classification standard:
- (ii) An employee at this level performs routine cleaning, grounds keeping and/or kitchen assistant duties.
- (iii) Works under direct supervision.
- (iv) Exercises minimal judgement in deciding how tasks are performed.
- (v) Relevant training and/or experience determined between the parties appropriate to the nature of the work.

8.3 Education Facility Attendant Level 3

Level 3 classification standard:

- (i) An employee at this level performs routine cleaning, grounds keeping and/or kitchen assistant duties and, in addition to these duties, may undertake minor maintenance duties.
- (ii) An employee at this level works under general supervision.



- (iii) An employee at this level may supervise EFA's Level 1 and 2.
- (iv) Exercises judgement in deciding how tasks are performed.
- (v) Exercises good communication and interpersonal skills.
- (vi) Relevant training and/or experience determined between the parties appropriate to the level of the work.

8.4 Education Facility Attendant Level 4

Level 4 classification standard:

- (i) An employee at this level performs the full range of cleaning, grounds keeping duties and/or kitchen assistant duties and, in addition, undertakes duties which contribute, at a high level, to the maintenance program of the school.
- (ii) Under limited supervision, may supervise staff engaged in routine cleaning, grounds keeping and/or kitchen assistant duties.
- (iii) An employee at this level exercises judgement in deciding how tasks are performed and exercises good communication and interpersonal skills.

9 TRADE WORK ALLOWANCE

Employees covered by this agreement may be paid a Trade Work Allowance in accordance with the following conditions.

9.1 A trade work allowance of \$21.25 per week (pro rata for part time employees) will be paid to employees covered by this agreement under the following conditions:

- (i) The employee must be required by the School/Facility to regularly perform trade qualified work.
- (ii) The employee must be trade qualified.
- (iii) The allowance will only be paid where the cost of the allowance would not exceed what would otherwise be paid to engage a trade contractor.
- (iv) The allowance will be paid by the School through the SRP, or by the Facility for PY 10, however central approval is required before the allowance can be paid.
- (v) The performance of trade work must not create an adverse impact on other employees included in the labour allocation.



10 PROTECTIVE CLOTHING ALLOWANCE

- 10.1 A single rate of protective clothing allowance will be paid to all EFAs in recognition that EFAs may be required to work flexibly, both inside and outside and across the three main areas of grounds keeping, cleaning and kitchen assistant as school needs require.
- 10.2 The single rate of the allowance will be a combination of the rates described in part VIII, Clause 1(g)(i) and (ii) of the award.
- 10.3 Provided that in circumstances where an EFA is unable to work outside (grounds keeping), the single rate of allowance is not payable. In these circumstances the allowance payable would be as per Part VIII, Clause 1(g)(i) of the Award only.
- 10.4 Casual EFA's will become eligible for the Protective Clothing Allowance once they have worked a minimum of 500 hours in a calendar year. Payment of the allowance will be made as described in Part VIII, Clause 1(g)(i) and (ii) of the Award and is to be paid in the ffppcoa the EFA reaches the 500 hour requirement.

11 RECALL

- 11.1 Notwithstanding the provisions of Part V, Clause 6 of the Award, by mutual agreement in writing between the employer and employee, employees may receive time-in-lieu of payment for recall and any time-in-lieu agreed will be at the recall rate equivalent.
- 11.2 If the time-in-lieu of payment has not been taken by the commencement of the following Term or at a time mutually agreed, payment will be made to the EFA in accordance with Part V, Clause 6(c) of the Award and no time-in-lieu will apply.

12 SPLIT SHIFT ALLOWANCE

The split shift allowance will be \$7.05 per day.

13 NOVATED LEASE

- 13.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.
- 13.2 All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- 13.3 All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- 13.4 The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.



- 13.5 Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice arrangements not existed.
- 13.6 An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

14 LACTATION BREAKS AND FACILITIES

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

15 ADJUSTMENT OF WAGE RELATED ALLOWANCES

The monetary allowances contained in this Agreement will be automatically adjusted upward from 1 July each year by the same percentage as the maximum salary rate for Level 4 increases between 1 July in the preceding year and 30 June of that year.

16 VACANT PART-TIME EDUCATION FACILITY ATTENDANT (EFA) DUTIES IN EDUCATION FACILITIES

- 16.1 From the commencement of Term 2, 2020 and for the remainder of this Agreement, the following process is to occur with respect to the filling of vacancies for part-time EFAs duties.
- 16.2 This clause applies to permanent part-time EFAs only where the FTE can be increased at the existing classification level, subject to the below.
- 16.3 Where EFA duties become vacant at an Education Facility the following process will occur:
- (i) The hours of the part-time vacancy will initially be offered to part-time EFAs at that Education Facility who have indicated a willingness to undertake additional hours through an expression of interest on the Central Register.
 - (ii) Should there be no part-time EFAs at that Education Facility who have expressed an interest through the Register, the vacant hours may be offered to EFAs at other Education Facilities who have nominated the school where the vacant hours exist by an expression of interest through the Register.
 - (iii) Where more than one part-time EFA expresses an interest in undertaking the duties the Education Facility will select the most suitable employee based on the operational requirements of the Education Facility, in particular the required shift and day(s) when the duties are to be undertaken.



- (iv) Where there are no part-time EFA's able and willing to undertake the duties or the operational requirements of the Education Facility cannot accommodate a part-time EFA for those duties, the vacancy will be advertised in the normal manner.
- 16.4 A part-time EFA who is offered and accepts the duties of the vacancy will have their hours increased accordingly at their assigned classification.
- 16.5 Where an EFA from another Education Facility is offered the vacant duties the EFA would be required to undertake duties at multiple sites and may have different or amended shifts as a result of the increase in hours.
- 16.6 The maximum part-time workload applicable to an EFA under the above process is 0.9FTE or 36 hours per week.
- 16.7 A part-time EFA at an Education Facility can also be engaged to undertake additional hours required at the Education Facility, provided that all such hours fall within the scope of ordinary hours for that employee under the Award.
- 16.8 Where a part-time EFA is offered and accepts permanent additional hours at the Education Facility, or short term additional hours, all such hours are paid at the normal hourly rate.
- 16.9 For the purposes of this Clause, an Education Facility means a school, college or a TasTAFE campus.

17 GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 17.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 17.2 If a grievance or dispute arise about the application of this Agreement:
 - (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
 - (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 17.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 17.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.



18 NO EXTRA CLAIMS

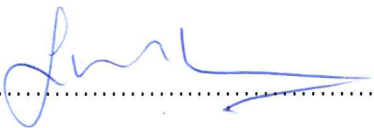
The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: 

Name: Jane Hanna

Date: 24/2/2020

SIGNED FOR AND ON BEHALF OF

United Workers Union, Tasmanian Branch

Signed: 

Name: Jannette Armstrong

Date: 24/02/20



SCHEDULE I – SALARIES

Classification	Employment Status	Current	\$1400 effective fppcoa 1 December 2019	2.3% fppcoa 1 December 2020	2.35% fppcoa 1 December 2021
Attendant Level 1.1	Full-time	\$44,396	\$45,796	\$46,849	\$47,950
Attendant Level 1.1	Part-time	\$48,835	\$50,235	\$51,390	\$52,598
Attendant Level 1.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$51,054	\$52,454	\$53,660	\$54,921
Attendant Level 1.1	Full-time working a split shift or a shift finishing after 10:00pm	\$53,275	\$54,675	\$55,933	\$57,247
Attendant Level 1.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$56,160	\$57,560	\$58,884	\$60,268
Attendant Level 1.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$58,601	\$60,001	\$61,381	\$62,823
Attendant Level 1.2	Full-time	\$44,995	\$46,395	\$47,462	\$48,577
Attendant Level 1.2	Part-time	\$49,494	\$50,894	\$52,065	\$53,289
Attendant Level 1.2	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$51,745	\$53,145	\$54,367	\$55,645
Attendant Level 1.2	Full-time working a split shift or a shift finishing after 10:00pm	\$53,995	\$55,395	\$56,669	\$58,001
Attendant Level 1.2	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$56,919	\$58,319	\$59,660	\$61,062
Attendant Level 1.2	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$59,394	\$60,794	\$62,192	\$63,654
Attendant Level 2	Full-time	\$47,194	\$48,594	\$49,712	\$50,880
Attendant Level 2	Part-time	\$51,913	\$53,313	\$54,539	\$55,821
Attendant Level 2	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$54,273	\$55,673	\$56,953	\$58,291
Attendant Level 2	Full-time working a split shift or a shift finishing after 10:00pm	\$56,633	\$58,033	\$59,368	\$60,763



Attendant Level 2	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$59,701	\$61,101	\$62,506	\$63,975
Attendant Level 2	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$62,296	\$63,696	\$65,161	\$66,692
Attendant Level 3.1	Full-time	\$47,991	\$49,391	\$50,527	\$51,714
Attendant Level 3.1	Part-time	\$52,790	\$54,190	\$55,436	\$56,739
Attendant Level 3.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$55,189	\$56,589	\$57,891	\$59,251
Attendant Level 3.1	Full-time working a split shift or a shift finishing after 10:00pm	\$57,589	\$58,989	\$60,346	\$61,764
Attendant Level 3.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$60,708	\$62,108	\$63,536	\$65,029
Attendant Level 3.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$63,348	\$64,748	\$66,237	\$67,794
Attendant Level 3.1	Full-time	\$50,193	\$51,593	\$52,780	\$54,020
(Second Progression)					
Attendant Level 3.1	Part-time	\$55,213	\$56,613	\$57,915	\$59,276
(Second Progression)					
Attendant Level 3.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$57,722	\$59,122	\$60,482	\$61,903
(Second Progression)					
Attendant Level 3.1	Full-time working a split shift or a shift finishing after 10:00pm	\$60,232	\$61,632	\$63,050	\$64,532
(Second Progression)					
Attendant Level 3.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$63,494	\$64,894	\$66,387	\$67,947
(Second Progression)					
Attendant Level 3.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$66,254	\$67,654	\$69,210	\$70,836



(Second Progression)					
Attendant Level 3.2 LH	Full-time	\$50,595	\$51,995	\$53,191	\$54,441
Attendant Level 3.2 LH	Part-time	\$55,655	\$57,055	\$58,367	\$59,739
Attendant Level 3.2 LH	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$58,185	\$59,585	\$60,955	\$62,387
Attendant Level 3.2 LH	Full-time working a split shift or a shift finishing after 10:00pm	\$60,714	\$62,114	\$63,543	\$65,036
Attendant Level 3.2 LH	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$64,003	\$65,403	\$66,907	\$68,479
Attendant Level 3.2 LH	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$66,786	\$68,186	\$69,754	\$71,393
Attendant Level 4	Full-time	\$51,822	\$53,222	\$54,446	\$55,725
Attendant Level 4	Part-time	\$57,005	\$58,405	\$59,748	\$61,152
Attendant Level 4	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	\$59,597	\$60,997	\$62,400	\$63,866
Attendant Level 4	Full-time working a split shift or a shift finishing after 10:00pm	\$62,187	\$63,587	\$65,050	\$66,579
Attendant Level 4	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	\$65,555	\$66,955	\$68,495	\$70,105
Attendant Level 4	Part-time working a split/broken shift or a shift finishing after 10:00pm	\$68,406	\$69,806	\$71,412	\$73,090

