T14462 OF 2016

EDUCATION FACILITY ATTENDANT SALARIES AND CONDITIONS OF EMPLOYMENT INDUSTRIAL AGREEMENT 2016



I. TITLE

This Agreement shall be referred to as the Education Facility Attendant Salaries and Conditions of Employment Industrial Agreement 2016.

2. ARRANGEMENT

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3. APPLICATION

This Agreement shall apply in respect of the employment by the employer of Education Facility Attendants as defined in Clause 7 of this Agreement.

4. PARTIES BOUND

This Agreement shall be binding upon:

- i. The Minister administering the State Service Act 2000, hereinafter called "the employer"; and
- ii. United Voice, Tasmanian Branch.

5. DATE AND PERIOD OF OPERATION

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This agreement shall operate from the beginning of the first full pay period (FFPP) on or after 1 December 2016 and shall operate until 30 November 2018.

6. RELATIONSHIP TO THE AWARD

Employees covered by this Agreement are, except for this Agreement, subject to the Facility Attendants (Tasmanian State Service) Award. Where any inconsistency occurs between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

7. 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.

Education Facility Attendant (EFA) Level I

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

Level I Classification Standard:

This is the introductory training level.

An employee at this level will undertake training in school attendant duties which comprise cleaning, groundskeeping and/or kitchen assistant functions.

An employee at this level works under direct supervision. Work routines, methods and procedures are well established.

Relevant training and/or experience determined between the parties appropriate to the nature of the work.

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.

Level 2 Classification Standard:

An employee at this level performs routine cleaning, groundskeeping and/or kitchen assistant duties.

Works under direct supervision.

Exercises minimal judgement in deciding how tasks are performed.

Relevant training and/or experience determined between the parties appropriate to the nature of the work.

Education Facility Attendant Level 3

Level 3 Classification Standard:

An employee at this level performs routine cleaning, groundskeeping and/or kitchen assistant duties and, in addition to these duties, may undertake minor maintenance duties.

An employee at this level works under general supervision.

An employee at this level may supervise EFA's Level I and 2.

Exercises judgement in deciding how tasks are performed.

Exercises good communication and interpersonal skills.

Relevant training and/or experience determined between the parties appropriate to the level of the work.

Education Facility Attendant Level 4

Level 4 Classification Standard:

An employee at this level performs the full range of cleaning, groundskeeping duties and/or kitchen assistant duties and, in addition, undertakes duties which contribute, at a high level, to the maintenance program of the school.

Under limited supervision, may supervise staff engaged in routine cleaning, groundskeeping and/or kitchen assistant duties.

An employee at this level exercises judgement in deciding how tasks are performed and exercises good communication and interpersonal skills.

Classification	Employment Status	FFPP on or	FFPP on or
		after	after
		1.12.2016	1.12.2017
Attendant Level 1.1	Full-time	42207	43374
Attendant Level 1.1	Part-time	46313	47480
Attendant Level 1.1	Full-time working a shift commencing before	48366	49533
	6:30am or finishing after 6:00pm		
Attendant Level 1.1	Full-time working a split shift or a shift finishing	50420	51587
	after 10:00pm		
Attendant Level 1.1	Part-time working a shift commencing before	53089	54256
	6:30am or finishing after 6:00pm		
Attendant Level 1.1	Part-time working a split/broken shift or a shift	55347	56514
	finishing after 10:00pm		
Attendant Level 1.2	Full-time	42793	43960
Attendant Level 1.2	Part-time	46958	48125
Attendant Level 1.2	Full-time working a shift commencing before	49040	50207
	6:30am or finishing after 6:00pm		
Attendant Level 1.2	Full-time working a split shift or a shift finishing	51123	52290

A	after 10:00pm	F2020	F 4007
Attendant Level 1.2	Part-time working a shift commencing before	53830	54997
Attendant Level 1.2	6:30am or finishing after 6:00pm Part-time working a split/broken shift or a shift	56121	57288
Attendant Level 1.2	finishing after 10:00pm	36121	37200
Attendant Level 2	Full-time	44941	46108
Attendant Level 2	Part-time	49321	50488
Attendant Level 2	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	51511	52678
Attendant Level 2	Full-time working a split shift or a shift finishing after 10:00pm	53700	54867
Attendant Level 2	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	56547	57714
Attendant Level 2	Part-time working a split/broken shift or a shift finishing after 10:00pm	58968	60147
Attendant Level 3.1	Full-time	45719	46886
Attendant Level 3.1	Part-time	50177	51344
Attendant Level 3.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	52405	53572
Attendant Level 3.1	Full-time working a split shift or a shift finishing after 10:00pm	54634	55801
Attendant Level 3.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	57532	58699
Attendant Level 3.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	60017	61217
Attendant Level 3.1	Full-time	47871	49038
(Second Progression) Attendant Level 3.1	D. C.	F2F44	52711
(Second Progression)	Part-time	52544	53711
Attendant Level 3.1	Full-time working a shift commencing before	54870	56037
(Second Progression)	6:30am or finishing after 6:00pm	34070	30037
Attendant Level 3.1 (Second Progression)	Full-time working a split shift or a shift finishing after 10:00pm	57216	58383
Attendant Level 3.1 (Second Progression)	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	60292	61498
Attendant Level 3.1 (Second Progression)	Part-time working a split/broken shift or a shift finishing after 10:00pm	62914	64172
Attendant Level 3.2 LH	Full-time	48264	49431
Attendant Level 3.2 LH	Part-time	52976	54143
Attendant Level 3.2 LH	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	55332	56499
Attendant Level 3.2 LH	Full-time working a split shift or a shift finishing after 10:00pm	57688	58855
Attendant Level 3.2 LH	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	60799	62015
Attendant Level 3.2 LH	Part-time working a split/broken shift or a shift finishing after 10:00pm	63442	64711
Attendant Level 4	Full-time	49463	50630

Attendant Level 4	Part-time	54295	55462
Attendant Level 4	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	56711	57878
Attendant Level 4	Full-time working a split shift or a shift finishing after 10:00pm	59143	60326
Attendant Level 4	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	62346	63593
Attendant Level 4	Part-time working a split/broken shift or a shift finishing after 10:00pm	65057	66358

8. ALLOWANCES

The following allowances from the Miscellaneous Workers (Public Sector) Award will be absorbed into the salary rates described in Clause 7 of this Agreement from the first full pay period on or after | December 2008.

- Height Allowance
- Washing Allowance
- Incinerator Allowance
- Steam Cleaning Allowance

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

9. PROTECTIVE CLOTHING ALLOWANCE

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 groundskeeping, cleaning and kitchen assistant as school needs require.

The single rate of the allowance will be a combination of the rates described in Part VIII, Clause I (g) (i) and (ii) of the Award.

Provided that in circumstances where an EFA is unable to work outside (groundskeeping), the single rate of allowance is not payable. In these circumstances the allowance payable would be as per Part VIII, Clause I (g) (i) of the Award only.

10. CALL BACK

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 call back and any time-in-lieu agreed will be at the call back rate equivalent.

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 of the Award and no time-in-lieu will apply.



II. SPLIT SHIFT ALLOWANCE

The split shift allowance will be 6.60 per day.

12. NOVATED LEASE

- (i) 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.
- (ii) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (iii) 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.
- (iv) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (v) 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.
- (vi) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

13. LACTION 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.

14. NO EXTRA CLAIMS

The parties undertake that, for the life if this Agreement, they will not initiate any additional claims regarding salaries or conditions of employment or any other matters covered by this Agreement.

15. NOT TO BE USED AS A PRECEDENT

This agreement will not be used by either party as a precedent in any claims or negotiations dealing with employees not covered by this Agreement.



16. SIGNATURES

Signed for and on behalf of the minister administering the State Service Act 2000

Signature	a constant of the constant of
Position	F. Ogle
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Witness	Jeruts
Date	22.12.16
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Signed for and on behalf of the United Voice, Tasmanian Branch

Signature	Zve			•••••
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Date	22.12.	16		

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



Schedule I

Trade Work Allowance

A trade work allowance of \$20.00 per week (pro rata for part time employees) will be paid to employees covered by this agreement under the following conditions:

- o The employee must be required by the School/Facility to regularly perform trade qualified work.
- o The employee must be trade qualified.
- o 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.
- o 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.
- o The performance of trade work must not create an adverse impact on other employees included in the labour allocation.

