

T14474 OF 2017



EDUCATION FACILITY ATTENDANT SALARIES AND CONDITIONS OF EMPLOYMENT INDUSTRIAL AGREEMENT 2016

Consolidated - incorporates Registered Agreement
T14462 of 2016 and Order No. 1 of 2017 T14474 of
2017

1. TITLE

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

2. ARRANGEMENT

Clause	Clause No.	Page No.
Title	1	2
Arrangement	2	2
Application	3	2
Parties Bound	4	2
Date and Period of Operation	5	2
Relationship to the Award	6	3
Classification and Salary Structure	7	3
Allowances	8	6
Protective Clothing Allowance	9	6
Recall	10	6
Split Shift Allowance	11	7
Novated Lease	12	7
Lactation Breaks / Facilities	13	7
No Extra Claims	14	7
Not to be Used as a Precedent	15	7
Adjustment of Wage Related Allowances	16	8
Signatures	17	9
Schedule 1		10

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

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 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.

Level 1 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 1 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 after 1.12.2016	FFPP on or after 1.12.2017
Attendant Level 1.1	Full-time	42207	43374
Attendant Level 1.1	Part-time	46428	47711
Attendant Level 1.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	48538	49880
Attendant Level 1.1	Full-time working a split shift or a shift finishing after 10:00pm	50648	52049
Attendant Level 1.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	53392	54868
Attendant Level 1.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	55714	57253
Attendant Level 1.2	Full-time	42793	43960
Attendant Level 1.2	Part-time	47072	48356
Attendant Level 1.2	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	49212	50554

Attendant Level 1.2	Full-time working a split shift or a shift finishing after 10:00pm	51352	52752
Attendant Level 1.2	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	54133	55609
Attendant Level 1.2	Part-time working a split/broken shift or a shift finishing after 10:00pm	56486	58027
Attendant Level 2	Full-time	44941	46108
Attendant Level 2	Part-time	49435	50719
Attendant Level 2	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	51682	53024
Attendant Level 2	Full-time working a split shift or a shift finishing after 10:00pm	53929	55330
Attendant Level 2	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	56850	58327
Attendant Level 2	Part-time working a split/broken shift or a shift finishing after 10:00pm	59322	60863
Attendant Level 3.1	Full-time	45719	46886
Attendant Level 3.1	Part-time	50291	51575
Attendant Level 3.1	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	52577	53919
Attendant Level 3.1	Full-time working a split shift or a shift finishing after 10:00pm	54863	56263
Attendant Level 3.1	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	57835	59311
Attendant Level 3.1	Part-time working a split/broken shift or a shift finishing after 10:00pm	60349	61890
Attendant Level 3.1 (Second Progression)	Full-time	47871	49038
Attendant Level 3.1 (Second Progression)	Part-time	52658	53942
Attendant Level 3.1 (Second Progression)	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	55052	56394
Attendant Level 3.1 (Second Progression)	Full-time working a split shift or a shift finishing after 10:00pm	57445	58846
Attendant Level 3.1 (Second Progression)	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	60557	62033
Attendant Level 3.1 (Second Progression)	Part-time working a split/broken shift or a shift finishing after 10:00pm	63190	64730
Attendant Level 3.2 LH	Full-time	48264	49431
Attendant Level 3.2 LH	Part-time	53090	54374
Attendant Level 3.2 LH	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	55504	56846
Attendant Level 3.2 LH	Full-time working a split shift or a shift finishing after 10:00pm	57917	59317
Attendant Level 3.2 LH	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	61054	62530
Attendant Level 3.2 LH	Part-time working a split/broken shift or a shift finishing after 10:00pm	63708	65249

Attendant Level 4	Full-time	49463	50630
Attendant Level 4	Part-time	54409	55693
Attendant Level 4	Full-time working a shift commencing before 6:30am or finishing after 6:00pm	56882	58225
Attendant Level 4	Full-time working a split shift or a shift finishing after 10:00pm	59356	60756
Attendant Level 4	Part-time working a shift commencing before 6:30am or finishing after 6:00pm	62570	64047
Attendant Level 4	Part-time working a split/broken shift or a shift finishing after 10:00pm	65291	66832

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 1 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 1 (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 1 (g) (i) of the Award only.

10. RECALL

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.

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.

11. 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. 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.

14. NO EXTRA CLAIMS

The parties undertake that, for the life of 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. ADJUSTMENT OF WAGE RELATED ALLOWANCES

The monetary allowances described in Clause 11 and Schedule 1 of 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.

17. SIGNATURES

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

Signature..... 

Position..... *SSMD*

Witness..... 

Date..... *23.1.17*

Signed for and on behalf of the United Voice, Tasmanian Branch

Signature.....  - Leigh Hill

Position..... *United voice Senior organiser*

Witness.....  Stephen McCallum

Date..... *20 Jan 2017*

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:

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