

25 MAR 2009



# **EDUCATION FACILITY ATTENDANT JOB SECURITY INDUSTRIAL AGREEMENT 2008**



## **1. TITLE**

This Agreement shall be referred to as the Education Facility Attendant Job Security Industrial Agreement 2008.

## **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 the Miscellaneous Workers (Tasmanian Public Sector) Award.

## **4. PARTIES BOUND**

This Agreement shall be binding upon:

- The Minister administering the State Service Act 2000, hereinafter called "the employer"; and



- ii. The Liquor Hospitality and Miscellaneous Union, Tasmanian Branch.
- iii. All employees described in Clause 3.

## **5. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first full pay period on or after date of approval and shall operate until 30 September 2013.

## **6. RELATIONSHIP TO THE AWARD**

Employees covered by this Agreement are, except for this Agreement, subject to the Miscellaneous Workers (Tasmanian Public Sector) Award. Where any inconsistency occurs between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

## **7. PURPOSE OF AGREEMENT**

- i. The employer recognises that employees covered by this agreement are a crucial part of the total State Service workforce in serving the interests of Tasmania. The employees deliver a high quality service.

The employer relies on the contribution of the employees for the achievement of a wide range of tasks and this Agreement recognises, in part, this contribution.

The purpose of this Agreement is to fulfil the above recognition by providing for the job security and other matters as well as to consolidate provisions from existing agreements dealing with job security and other conditions of employment which are in full, or in part, regulated by the Miscellaneous Workers (Tasmanian Public Sector) Award.

- ii. The purpose of this Agreement is to allow for the development and implementation of a structure to manage flexible work practices. This flexibility will relate predominantly to the changing of school attendant shift times when there is a genuine school need to do so. A genuine need for change is based on the particular business considerations or the operational requirements of the school or college in delivering the most efficient and effective educational programs to its community.
- iii. This Agreement endorses the FECA (fully enclosed covered area) model as the appropriate procedure to determine a school/college's cleaning entitlement. This model will replace Clause 1 (b) of Attachment A of Appendix A of the Award. Provided that, in the event of a dispute over the floor area of a worksite, the Department and the Union will negotiate the matter, with primary consideration being given to the Award provision.
- iv. This Agreement amends Clause (c) of Attachment b of Appendix A of the Award, to include that fixed-term employees will be required to complete three months



continuous employment prior to being eligible to receive a protective clothing allowance.

- v. This Agreement endorses sound management of occupational health and safety issues together with the encouraging of ongoing professional development for school attendants. This includes the right for the employer to instruct individual employees to attend specific professional development training courses.

## **8. DIRECT EMPLOYMENT**

- i. It is a term of this Agreement that during the life of the Agreement duties currently performed by State Service employees, at the time of the making of this Agreement, will continue to be performed through employment in accordance with the State Service Act 2000.
- ii. Relief employees employed under this Agreement shall be employed in accordance with the State Service Act 2000.
- iii. All State Government educational facilities currently cleaned on a current basis are excluded from the application of this Agreement in respect of cleaning functions.
- iv. Apart from those contracts which are currently in force in some senior secondary colleges, there will be no contracting out, sub-contracting, franchising or other indirect source of labour used to perform those tasks, functions and duties currently performed by directly employed school attendants during the life of this Agreement.

## **9. GRIEVANCES AND DISPUTE RESOLUTION**

Any grievance or dispute will be dealt with in accordance with Clause 24 of the Miscellaneous Workers (Tasmanian Public Sector) Award.

## **10. UTILISATION OF RESOURCES**

Resources shall be allocated to the premises for the purpose of cleaning, groundskeeping, residential accommodation, kitchen/cafeteria assistant, storeperson, utility officer, domestic, caretaker duties, which shall be generally identified as duties of an Education Facility Attendant. The aggregate labour entitlement of each school shall be expressed as full-time equivalent (FTE) employees.

## **11. ANNUAL LEAVE**

Annual leave for employees will be taken during the period between the end of third term and the commencement of the first term in the following year.





Provided that this period may be varied in accordance with the operational requirements of the school or college for employees engaged in caretaking and groundskeeping duties.

## **12. HOURS OF WORK**

- i. Rostered days off will be accumulated and taken during the first, second and third term holidays on a 3-3-6 basis. Employees who are not required to take annual leave at the end of the third term shall use accumulated rostered days off in place of annual leave between Christmas and New Year.

Provided that employees engaged as Education Facility Attendants in the former TAFE Tasmania, prior to the establishment of the three Post Year 10 organisations shall continue to have access to annual leave and rostered days off in the manner which prevailed prior to the registration of this agreement. Provided further that any variation to these arrangements shall be by mutual agreement between the employer and the employee.

- ii. The preferred hours of work for future employment will be one period, of not more than eight hours on any one day, work between either 6.30 a.m. and 6.00 p.m. or 1.30 p.m. and 10.00 p.m.

## **13. IMPLEMENTATION**

Staffing adjustments necessary as a result of this Agreement shall be implemented as follows:

- i. Excess allocations shall be reduced by either natural attrition or the assignment of duties to employees in accordance with Section 34 of the State Service Act 2000.
- ii. Under allocations shall be adjusted by the assignment of duties to employees in accordance with Section 34 of the State Service Act 2000 from a school/facility with an excess allocation, increasing the hours of existing part-time employees at the school concerned, or recruitment.
- iii. The recruitment of new employees to correct an under allocation shall be dependent on an equivalent offset at an over allocation site.

## **14. MATERIALS AND EQUIPMENT**

The parties shall agree upon the types of materials and equipment to be used by employees in the performance of their duties. The relevant facility will then be encouraged to purchase the appropriate materials and equipment as is reasonably possible in the context of funding from the Department.



## 15. TRAINING AND INDUCTION

Relevant and suitable training will be provided to all existing and future employees. The availability content and accreditation of such training will be agreed between the parties.

## 16. CLEANING

- i. The utilisation or resources for cleaning shall be based on one hour for each 42.7 square metres to be cleaned. The priority of work will be determined by the Principal or officer-in-charge in consultation with cleaning staff.
- ii. The area to be cleaned shall be determined by an external measurement of the building, discounted by a factor of 5% in respect of wall cavities etc.
- iii. Internal uncovered courtyards shall be excluded from the measurement.
- iv. The measurement for each site shall be determined by a joint team consisting of representatives from the employer and the LHMU. This team will have the discretion to consider special cases (such as building works which result in major changes to cleaning surfaces).

## 17. GROUNDSKEEPING

- i. The utilisation of resources for groundskeeping shall be based on the area to be maintained and the school enrolment as set out in the chart hereunder.

Area Hectares	School Enrolment			
	Group 1 451 & over FTE	Group 2 251 – 400 FTE	Group 3 101 – 250 FTE	Group 4 Up to 100 FTE
1	22.5	17.5	12.5	10
1.5	25	20	15	10
2	27.5	22.5	17.5	12.5
2.5	30	25	20	15
3	32	27.5	22.5	
3.5	40	30		
4	40	32		
4.5+	40	40		

- a) hours expressed in 40 hour week terms;
- b) base of formula is an area loading (first hectare 7.5 hours plus 2.5 hours for each additional half hectare) and an enrolment loading (Grp 1-15 hours; 2-10 hours; 3-5 hours; 4-0 hours);
- c) minimum allocations  
high schools and other facilities = 1 FTE  
other schools = 10 hours;
- d) upper allocation limits of: Grp 1-40 hours; 2-40 hours; 3-22.5 hours; 4-15 hours;



- ii. Where special circumstances exist (such as a campus being located on more than one site), the resource requirement shall be considered on a case by case basis.

## **18. KITCHEN ASSISTANTS**

- i. Until any other agreement is reached on any new method of allocation, the current allocation contained in the Miscellaneous Workers (Tasmanian Public Sector) Award shall continue to apply.
- ii. The labour allocation for Kitchen Assistants will be the subject of periodic review.
- iii. The allocation of hours for kitchen assistant duties does not include time for the general cleaning of domestic science areas. The utilisation of resources for this purpose shall be included in the allocation for cleaning.

## **19. RELIEF**

It is recognised that all reasonable attempts will be made to employ relief where there is an absence, or expected absence, of an employee of one working day or more. Relief will not be engaged in the following circumstances:

- a) where the absence does not reduce the labour allocation below the level determined in accordance with this Agreement;
- b) during other periods of the school terms when facilities are not used due to students being absent from the school or college;
- c) for groundskeeping duties, 50% of the absence where that absence occurs between 1 May and 30 September in any year.

## **20. EDUCATION FACILITY UNION DELEGATES**

The Tasmanian State Service Award Clause is to be inserted into the Miscellaneous Workers (Tasmanian Public Sector) Award.

## **21. 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.



## 22. SIGNATURES

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

.....  
Signature  
Manager - Industrial Relations  
.....  
Position  
.....  
Witness  
25.3.09  
.....  
Date

Signed for and on behalf of the Liquor Hospitality and Miscellaneous Union,  
Tasmanian Branch

.....  
Signature  
Branch Secretary  
.....  
Position  
.....  
Witness  
20 March 2009  
.....  
Date

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





## SCHEDULE 1

### DIRECT EMPLOYMENT

Notwithstanding the provisions prescribed in Clause 8 – Direct Employment of this Agreement the following provisions shall apply to the Tasmanian Skills Institute, the Tasmanian Polytechnic (inclusive of Shared Services) and the Tasmanian Academy in respect of the Cafeterias operated by the former TAFE Tasmania.

The parties to this Agreement understand and accept the need for the cafeterias to operate effectively and efficiently and that the current operation deficit is not sustainable into the future.

To ensure the ongoing viability of the cafeterias the parties agree to the following:

#### Cafeterias

The cafeterias will be reviewed singularly and given the amount of time required to undertake such a review and to implement any recommendations which may arise the employer will not undertake to review more than one cafeteria in a calendar year. Further, the employer will commit to implementing any recommendations agreed to from the review and will allow for a twelve month period in which to implement any recommendations and to assess their impact.

In the event that the review outcomes resulted in a significantly improved financial position and/or cost neutrality or profitability, then it would not be considered necessary to alter the current arrangements.

The terms of reference for such a review would be developed by the parties to this Agreement prior to the review but in broad terms would include the following:

- Current financial position;
- Staffing resources including staffing structure/mix;
- Skill levels and training of staff;
- Hours of operation;
- Range and adequacy of services offered;
- Customer satisfaction levels;
- Purchasing policies and protocols; and
- Management of the service.

In circumstances in which outsourcing is still under consideration following the review the employer is prepared to commit to a process which ensures that the LHMU and its members are fully consulted prior to a final decision being made.



## Process

1. If, after the joint review it remains the position of the employer to proceed with outsourcing the following steps will be taken:
  - a. Employees will be notified as soon as practicable of the decision to outsource the business unit together with the timeframe in which the outsourcing will occur;
  - b. Employees will be notified of other opportunities that may be available to them within any of the organisations referred to in this schedule in relation to redeployment and retraining;
  - c. Permanent employees will continue to be employed pursuant to the State Service Act 2000 and all entitlements will continue to be honoured. Employees on fixed term contracts will have their contracts honoured;
  - d. The employer commits to ensuring that permanent employees will be redeployed to roles commensurate with, as far as is possible, their roles at the time of the decision to outsource. The employer further commits that permanent employees will not suffer any financial disadvantage as a result of a decision to outsource a business unit.
  - e. The employer will honour existing employees' hours of work and will endeavour to honour existing work patterns. In cases where employees have family responsibilities the employer will do all it can to ensure that existing arrangements are maintained.



## SCHEDULE 2

### ALLOCATION OF CLEANING RESOURCES

Notwithstanding the provisions prescribed in Clause 7 (iii) and Clause 16 - Cleaning of this Agreement the following provisions shall apply to the Tasmanian Skills Institute, the Tasmanian Polytechnic (inclusive of Shared Services) and the Tasmanian Academy in respect of the physical facilities operated by the former TAFE Tasmania.

#### Labour Allocation

- (a) Cleaning staff shall be allocated to campuses on an average of 235 square metres of cleaning space per person per hour. Other non-cleaning duties currently undertaken by cleaning staff shall continue to be performed. The combination of these duties achieves a cleaning staff productivity rate of an average of 309 square metres per hour per employee.
- (b) Cleaning space for the purpose of sub-clause (a) is defined as areas actually cleaned using the usable floor area (UFA) model, i.e. wall to wall. The UFA will include storerooms, hallways, stairwells, toilets and kitchens but excludes plant rooms and workshops that are cleaned by a storeperson/cleaner and any areas cleaned on a contract basis.
- (c) In addition, on the basis of a measurement of areas agreed by the parties cleaning space for the purpose of sub-clause (a) will include the total areas of designated outdoor dining areas, 50% of the total area of designated building entrances and 5% of the total area of designated car parks.

