

Appendix 8 – Department of Education and Training (Training Only)

Continuing, reviewed and updated provisions originally prescribed in the *Department of Education, Training and the Arts, Training Division and Industry and VET Policy Division Non-Educational Employees' Certified Agreement 2006*

Part 1: Application

- 1.1 These provisions shall apply to those employees of the Department of Education and Training who are employed in TAFE Institutes.

Part 2: Consultative Committees

2.1 Training Consultative Committee (TCC)

- a) There will be a joint consultative committee made up of employee and employer representatives known as the Training Consultative Committee (TCC). The purpose of TCC is to oversee the implementation of the certified agreement and operate as the consultative body for the Department's training portfolio.
- b) TCC will also be responsible for the resolution of matters not resolved at the local consultative committee level.
- c) The composition and functions of the TCC will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.

2.2 Local Consultative Committees (LCC)

- a) Each Institute will also have a local level consultative committee made up of employee and employer representatives known as the Local Consultative Committees (LCC).
- b) The LCC may, by agreement, subsume the role/s of any other consultative forums already in place.
- c) The purpose of the LCC will be to consult on a broad range of local issues affecting Institute non-educational staff and is not confined to the discussion of matters arising from this Agreement.
- d) Matters not resolved at the LCC may be referred to the TCC for resolution.
- e) The composition and functions of the LCC will be the subject of guidelines agreed between the parties and amended by agreement from time to time.

Part 3: Employee-Initiated Transfers

- 3.1 Institute staff may request to transfer to another workplace and have the transfer facilitated by the Department where operationally possible and convenient.

Part 4: Workplace Health and Safety

4.1 Workplace Health and Safety Consultation

- 4.1.1 Consultative mechanisms to address workplace health and safety issues will include:

- a) Encouraging staff to elect workplace health and safety representatives to represent fellow workers in negotiations on health and safety matters;
- b) Encouraging staff representation on workplace health and safety committees to monitor and implement workplace health and safety policies and procedures; and

- c) Maintenance of consultative procedures to resolve workplace health and safety issues.

4.2 Asbestos Registers

- 4.2.1 Employees have access to asbestos registers in accordance with Workplace Health and Safety legislation.
- 4.2.2 Where asbestos or other hazardous material is to be removed, staff are to be fully consulted prior to removal.
- 4.2.3 During removal alternative employment arrangements will be put in place for affected staff.

4.3 Hepatitis A and B Vaccinations

- 4.3.1 The employer is committed to full implementation of vaccination procedures for persons whose work involves possible contact with blood and other body fluids. The employer will facilitate and pay for the cost of Hepatitis A & B vaccinations for such persons.

4.4 First Aid

- 4.4.1 First aid requirements including first aid officers should be determined using a risk management approach in accordance with the departmental policy on First Aid.
- 4.4.2 The Department will meet the costs associated with the training of appointed first aid personnel.

Part 5: Cleaning and Maintenance Staff Arrangements

The following provisions apply to cleaning and maintenance staff located within TAFE Institutes:

5.1 Consultative Provisions

- 5.1.1 The intent of this provision is to ensure that consultation occurs with employees bound by this certified agreement regarding matters that significantly impact on their work.
- 5.1.2 Consultation will involve more than a mere exchange of information. For consultation to be effective the employees must be contributing to the decision.
- 5.1.3 The parties are committed to continuing appropriate consultative arrangements so that cleaners and other employees are consulted in the initiation, implementation and evaluation of workplace initiatives. Key mechanisms for consultation are as follows:
 - a) Consultation with cleaners and other employees as appropriate at the campus or institute level over matters that affect their work environment including maximisation of hours, replacement staff, changes to cleaning programs, rosters and other job changes. It is expected that consultation occurs prior to any decisions or changes being made.
 - b) Periodic meetings with a Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU)/DET consultative committee consisting of a maximum of three LHMU nominees and an equal number of DET representatives. This committee has an ongoing role in all areas to improve efficiency and effectiveness within the services provided by employees bound by this Agreement and to monitor progress in meeting this Agreement's objectives.

The LHMU/DET consultative committee terms of reference include consideration of workplace issues, including amongst others, employee training and development; workplace health and safety and anti-discrimination legislation. This committee will be established within six months of certification of this Agreement and meet as required but no less than twice annually.

- c) Encouragement of cleaners and other employees bound by this Agreement to be formally represented on Local Consultative Committees (LCCs) as they currently operate within Institutes.

5.2 Disciplinary and Suspension Procedures

5.2.1 It is agreed that all cleaners and maintenance staff will be subject to the same disciplinary and suspension policy and procedures as those applying to public service officers within the Department.

5.2.2 The provisions of Chapter 6 – Disciplinary Action for Public Service Officers, sections 187 to 192 (including relevant schedules) of the *Public Service Act 2008* will have application to employees covered within this Appendix. The word “officer” in relevant sections will be replaced by “employee”. This incorporation provides the Department with a range of examples of disciplinary action which may be considered reasonable according to the circumstances of any alleged misconduct/offence. Without limiting the provisions of Chapter 6, the following is a summary of its application.

5.2.3 Chapter 6 provides that disciplinary action may result from:

- a) unsatisfactory performance;
- b) misconduct;
- c) absence without approval or reasonable excuse;
- d) contravening a manager’s lawful direction;
- e) drug or alcohol abuse which impairs a employee’s performance at work; and/or
- f) breach of the Code of Conduct.

5.2.4 Examples of action which can be taken in accordance with Chapter 6 and relevant principles of natural justice, includes (but is not limited to) the following:

- termination of employment;
- transfer of the employee to similar duties at another site;
- forfeiture or deferral of a salary increment or increase;
- imposition of a monetary penalty;
- a reprimand; and/or
- suspension of the employee from duty, including suspension without pay if the circumstances warrant it (a suspension may be cancelled at any time).

5.2.5 Any disciplinary action, except termination of employment, shall be subject to provisions of Chapter 7 - Appeals and Reviews of the *Public Service Act 2008*.

5.3 Managing Unsatisfactory Performance

5.3.1 The Managing Unsatisfactory Performance (MUP) processes shall be in accordance with DET policy, clause 5.3.2 and applicable guidelines to be developed in consultation with the LHMU. The guidelines will include a requirement that prior to commencing a formal MUP process discussions are to be held towards identifying and resolving performance issues.

5.3.2 The MUP process shall consist of the following two stages:

- a) Stage 1

- Formal identification of unsatisfactory performance;
- Weekly inspections over a four week period (inspections incorporate feedback from cleaner);
- Cleaning standards do not improve to an acceptable level following the inspection period. Stage 2 is enacted;
- Cleaning standards improve to an acceptable level following the inspection period. Six month monitoring program is enacted;
- Cleaning standards are not maintained during the 6 month period. Stage 2 is enacted.

b) Stage 2

- A report is compiled by the Institute and forwarded to DET Workforce Relations for consideration to determine the appropriate course of action. Such action may include an investigation and/or a disciplinary process.

5.4 Calculation of Cleaning Hours

5.4.1 Current cleaning arrangements for TAFE cleaners have been developed through consultative arrangements using the recommendations of the TAFE Queensland Cleaning Review 1993.

5.4.2 These arrangements in Institutes/Colleges are developed through consultation to achieve:-

- a) An agreed cleaning productivity rate of 300 to 400 square metres per hour.
- b) A commitment to Best Practice and Benchmarking which involves the efficient, effective use of resources and a tool for measuring organisational improvement.
- c) Consultative arrangements and structures, including work teams developing and agreeing on an Institute basis measurable productivity targets and quality cleaning services.
- d) Skills development and training to support efficient work practices, including multi-skilling.
- e) An agreed process to avoid and settle grievances/disputes.

5.4.3 With the implementation of the Queensland Skills Plan it is recognised that capital works developments at newly created or redeveloped sites post 1 July 2006 may establish non-traditional teaching environments.

5.4.4 Where these non-traditional teaching environments have been identified, for example, at Acacia Ridge Campus of the Trade and Technician Skills Institute, it is agreed that by agreement between the relevant parties to this Agreement an alternative methodology for determining cleaning hours can apply. The process for development of a revised methodology shall include consultation and agreement prior to the new environment becoming operational.

5.4.5 It is further agreed that where traditional TAFE buildings exist in conjunction with the non-traditional environments existing productivity formulas will apply to traditional buildings.

5.5 Maximisation of Hours and Relief Arrangements

5.5.1 Provisions for maximising permanent part-time employee hours and absence relief arrangements shall be developed at the local level in consultation with cleaning staff and ensure that productivity rates remain within agreed parameters as set out in clause 5.4.2. These provisions shall be recorded in writing.

5.5.2 In situations where hours are made available by way of the following:-

- a) retirement, resignation, dismissal or a reduction of hours of a current cleaner, or

- b) the existence of additional cleaning areas, or
- c) to cover a period of absence of a cleaner on any type of leave,

and wherever it is operationally possible and convenient, the Institute Director (or delegate) shall:

- i) offer the additional hours to existing part-time staff, or
- ii) where this cannot be facilitated, provide relief in accordance with the agreed arrangement developed with cleaning staff.

5.5.3 The working of any additional hours is to be mutually agreed between the employee and Institute Director (or delegate) and payment for any additional hours shall be made in accordance with clause 5.5 of these provisions.

5.5.4 Where there is further opportunity to maximise available permanent hours toward full-time employment, existing permanent part-time cleaning staff will be afforded first preference in its allocation.

5.5.5 Cleaning staff may access the dispute procedures in this Agreement to resolve any dispute in regard to the operation of this provision.

5.6 Filling of Substantive Cleaning and Maintenance Vacancies

5.6.1 The filling of substantive cleaning and maintenance vacancies will be in accordance with the *Public Service Act 2008*, relevant directives and departmental policies. The principles governing the filling of substantive cleaning and maintenance vacancies will include:

- a) Consideration of deployees/redeployees;
- b) Consideration of maximising permanent part-time employee hours;
- c) Consideration of any employee-initiated transfer requests; and
- d) Recruitment and Selection Directive as amended.

5.7 Cleaning Staff Mobility

5.7.1 Subject to the following provisions, the parties recognise that the appointment of an employee to an Institute provides the capacity for an employee to be engaged at any Campus within the Institute.

5.7.2 Before a definite decision is made to relocate an employee, the Institute Director (or delegate) shall take into consideration the particular circumstances of the individual employee. Underpinning any decision to transfer employees will be a mandatory consideration of the personal circumstances impacting upon employees so affected, e.g. travelling distances, transportation costs and transport availability.

5.7.3 Where a definite decision has been made to relocate an employee to another campus within the Institute because of a change in business needs, the Institute Director (or delegate) shall notify the employee who may be affected by the proposed relocation and their employee representative.

5.7.4 The Institute Director (or delegate) shall discuss with the affected employee and their employee representative the effects the proposed relocation is likely to have on the employee and measures to avert or mitigate the adverse effects of such relocation on the employee.

5.7.5 The discussions shall commence as early as practicable after a definite decision has been made by the Institute Director (or delegate) to relocate the employee as outlined above.

5.7.6 For the purpose of such discussion, the Institute Director (or delegate) shall provide in writing to the employee concerned and their employee representative, all relevant information about the relocation and the expected effects of the relocation on the employee.

5.7.7 The employee retains the right to access the grievance resolution procedures as contained under either the applicable Directive or their respective industrial instrument.

5.8 Extended Working Week

5.8.1 The following 'Extended Working Week' provision is an initiative arising from *TAFE Queensland Cleaning Service Certified Agreement 1995*. The parties agree to continue this initiative as outlined below. This initiative will apply to TAFE cleaners only.

PROVISION: To extend the spread of the working week to include 5 out of 6 days, Monday to Saturday.

Saturday work cannot be required of existing or future employees; rather it must be agreed on a voluntary basis without duress.

5.8.2 TAFE cleaning operations will run over 6 days, Monday to Saturday, depending on client demand for business.

5.8.3 No employee will be compelled to work more than a maximum of 5 days across a week, although an employee may wish to spread work commitments across 6 days. This would be agreed between the employee and management.

5.8.4 The details of any arrangement must be appropriately recorded in writing. Should an employee elect to withdraw from the agreed arrangement, s/he may do so in writing with a minimum of two weeks notice.

5.8.5 No employee shall be disadvantaged, in terms of workload or income, as a result of their decision to revert to their pre- Saturday hours of duty.

5.8.6 If Saturday work is negotiated as part of a five-day week, another day during the week would be negotiated as a "weekend" day. This would ordinarily be Monday in order to deliver a two (2) consecutive days "weekend", unless otherwise requested by the employee. Work done on the "weekend" day for permanent employees would attract Saturday penalty rates as specified in the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* and excess hours similarly would attract the appropriate Saturday penalty rates.

5.8.7 Once hours worked in a week exceed those specified in the *Employees of Queensland Government Departments (Other than Public Servants) Award – State 2003*, penalty provisions will apply for "week" or "weekend" days as appropriate.

5.8.8 As Saturday would become a part of the "normal" working week, the hours of operation on Saturday would be those stipulated as standard hours in the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*. Single rates of pay would apply for permanent, fixed term and casual employees. Any hours worked outside of standard hours on Saturday would attract usual weekday penalty rates for payment.

5.8.9 Future employees, whether permanent, fixed term or casual, must be made aware of the possibility of Saturday work.

5.8.10 The proposal applies to all employees, both current and future, but can be operationalised only through negotiation.

5.8.11 The following guidelines are to be applied to ensure that negotiation is mutually satisfactory to employees and management:

- a) the agreement to include work on Saturdays as part of an employee's usual weekly complement of hours will be on a voluntary basis; and
- b) if any disagreement as to these arrangements arises, the Prevention and Settlement of Disputes Procedure as outlined at Part 15 of this Agreement should be followed.

5.9 Shift Arrangements

- 5.9.1 Existing arrangements, where cleaning and maintenance employees subject to Part 5 of this Appendix, are directed by the employer to commence or finish ordinary hours of work outside of the ordinary spread of hours, will continue to apply and such employees will be deemed to be shift workers and be paid entitlements as prescribed in clause 6.6.6 and receive meal breaks in accordance with clause 6.7.3 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award - State 2003*.

5.10 Cleaners Rates of Pay

Level	Paypoint	Salary 1/07/08 per fortnight	Salary 1/08/09 per fortnight	Salary 1/08/10 per fortnight	Salary 1/08/11 per fortnight	Annualised Salary following 1/8/09 Increase	Annualised Salary following 1/8/09 Increase	Annualised Salary following 1/8/09 Increase	Annualised Salary following 1/8/09 Increase
L2	1	\$1,391.40	\$1,459.40	\$1,527.40	\$1,595.40	\$36,301	\$38,075	\$39,849	\$41,623
	2	\$1,430.10	\$1,498.10	\$1,566.10	\$1,634.10	\$37,310	\$39,084	\$40,858	\$42,633
	3	\$1,468.70	\$1,536.70	\$1,604.70	\$1,672.70	\$38,317	\$40,091	\$41,865	\$43,640
	4	\$1,507.10	\$1,575.10	\$1,643.10	\$1,711.10	\$39,319	\$41,093	\$42,867	\$44,641