

# Variations Proposed for the ACT Public Sector Infrastructure Services Enterprise Agreement 2018-2021

## School Cleaning Officers

1. Section Q (Education Directorate specific matters), insert the following clauses:

### **CLEANING SERVICES OFFICERS (CSO)**

#### **Q18 - APPLICATION**

- Q18.1 Clauses Q18 to Q36 introduce a new classification structure for, and applies to persons employed in, the ACT School Cleaning Services.
- Q18.2 For the purposes of this schedule 'existing contracted school cleaner' means an employee who immediately before being employed under this enterprise agreement was an employee of Menzies International (AUST.) Pty Ltd or Dimeo Cleaning Services Pty Ltd on or prior to 1 July 2019, providing contracted public school cleaning services to the ACT Government.

#### **Q19 - PAY STRUCTURE FOR CLEANING SERVICES OFFICERS**

- Q19.1 Cleaning Services Officers classifications have their pay rates aligned to the GSO classification as prescribed in the following table:

<b>Classification (Annex A)</b>	<b>on 1/7/2019</b>	<b>1.35% from 12/12/2019</b>	<b>1.35% from 11/06/2020</b>	<b>1.35% from 10/12/2020</b>	<b>1.35% from 10/06/2021</b>
Cleaning Services Officer 1	\$46,989 \$47,532 \$48,166 \$48,698	\$47,623 \$48,174 \$48,766 \$49,355	\$48,266 \$48,824 \$49,424 \$50,021	\$48,918 \$49,483 \$50,091 \$50,696	\$49,578 \$50,151 \$50,767 \$51,380
Cleaning Services Officer 2	\$49,702 \$50,322 \$50,939 \$51,554	\$50,373 \$51,001* \$51,627 \$52,250	\$51,053 \$51,690 \$52,324 \$52,955	\$51,742 \$52,388 \$53,030 \$53,670	\$52,441 \$53,095 \$53,746 \$54,395
Supervisor - Cleaning Services Officer 3	\$52,154 \$52,852 \$53,538 \$54,276	\$52,858 \$53,566 \$54,261 \$55,009	\$53,572 \$54,289 \$54,994 \$55,752	\$54,295 \$55,022 \$55,736 \$56,505	\$55,028 \$55,765 \$56,488 \$57,268
Coordinator - Cleaning Services Officer 4	\$55,097 \$56,082 \$57,062 \$58,001	\$55,841 \$56,839 \$57,832 \$58,784	\$56,595 \$57,606 \$58,613 \$59,578	\$57,359 \$58,384 \$59,904 \$60,382	\$58,133 \$59,172 \$60,206 \$61,197

- Q19.2 Despite subclause Q19.1, existing contracted school cleaners will be engaged as Cleaning Services Officers 2 at the 2nd pay point, on a commencing adjusted pay rate as at 12 December 2019 of \$51,169\*. This adjusted pay rate, is to reflect the current annualised wage, will be aligned to the corresponding CSO 2 pay rate on 11 June 2020.
- Q19.3 ACT public school cleaners who commenced employment after 1 July 2019 who are deemed eligible and have been engaged through a merit based selection process in accordance with the PSM Act, will be engaged on the first pay point at the new employee's classification level, unless the head of service agrees to them being employed on a higher pay point in accordance with subclause C5.2.

- Q19.4 The Fixed-term employment for seasonal employees' provisions as set out in clause B1 of this Agreement will not apply to employees engaged as Cleaning Services Officers.
- Q19.5 Employees will not be appointed to positions classified as Cleaning Services Officers Level 1 until Work Level Standards are agreed between the head of service and United Voice.
- Q19.6 In the circumstances that an existing contracted ACT public school cleaner and/or an ACT public school cleaner engaged under Q19.3 is offered one or more temporary employment contracts and subsequently has their visa extended to a later expiry date, obtains a new visa with a later expiry date, or obtains permanent residence status, they will have their employment contract extended to the later date, or in the case of those becoming permanent residents, be offered permanent employment.

## **Q20 - WORK LEVEL STANDARDS**

- Q20.1 United Voice and the Education Directorate agree to develop Work Level Standards for the new Cleaning Services Officers classification structure within twelve (12) months of the variation to this Agreement commencing.

## **Q21 - GENERAL CONDITIONS OF EMPLOYMENT**

- Q21.1 Cleaning Services Officers are required to obtain and maintain appropriate Working with Vulnerable People (WWVP) registration.
- Q21.2 Cleaning Services Officers are required to notify the Directorate within 14 calendar days of any changes to their circumstances that may affect their eligibility to work for the ACTPS. Failure to do so may result in disciplinary action under Section H of this Agreement.

## **Q22 - ORDINARY HOURS OF WORK**

- Q22.1 Despite subclause B6.1, for the purpose of this clause Cleaning Services Officers are deemed shift workers, with ordinary weekly hours of 38 hours per week in accordance with subclause B6.2, unless otherwise specified in their employment contract.
- Q22.2 Cleaning Services Officers will generally be rostered to work between the hours of 3:00pm to 10:00pm, Monday to Friday, unless otherwise specified or agreed.
- Q22.3 Where necessary, amendments may be made to rostered hours to meet operational or business needs. These amendments will be made in accordance with the consultation requirements under clause G1.
- Q22.4 Cleaning Services Officers may request changes to their rostered hours subject to approval by the head of service.
- Q22.5 Unless otherwise agreed in writing by the employee and the head of service, a part-time Cleaning Services Officer will be paid a minimum of three hours per shift, or the normal shift length, whichever is greater.
- Q22.6 Relief Cleaning Services Officers may be engaged on a part-time basis to relieve permanent Cleaning Services Officers who are absent on short term leave. Cleaning Services Officers so engaged will be paid a minimum of ten ordinary hours per week.
- Q22.7 Where relief cleaning pursuant to subclause Q22.6 is not required, relief Cleaning Service Officers may be rostered to provide support to the existing cleaning workforce.
- Q22.8 The contract of employment for relief Cleaning Services Officers will indicate that their work location will vary according to the business needs and will not be subject to the 14 day notice period as set out in subclass Q26.3.

## **Q23 - PAYMENT OF SHIFT PENALTIES**

- Q23.1 Shift penalties will be paid in accordance with clause C8, to the exclusion of subclause C8.2. To remove any doubt, subclause C8.2 will not apply to Cleaning Services Officers.
- Q23.2 Shift penalties as defined in subclause Q23.1 will be paid on any period of annual leave in accordance with subclause C8.4

## **Q24 - PAYMENT OF OVERTIME**

- Q24.1 The following conditions apply in relation to overtime:
- Q24.1.1 Cleaning Services Officers are eligible for payment of overtime in respect of all hours worked in excess of seven hours and thirty-six minutes on any day or shift, or in excess of 38 hours in a week, or an average of 38 hours per week over a cycle of shifts.
  - Q24.1.2 All overtime must be pre-approved by the head of service for all Cleaning Services Officers.
  - Q24.1.3 Despite subclause C9.7, where an employee is required to perform overtime duty that is not continuous with ordinary duty the minimum period of overtime payable for each separate overtime attendance is 2 hours.
  - Q24.1.4 An employee may refuse to work overtime in accordance with subclause C9.1 and the FW Act.

## **Q25 - ADDITIONAL HOURS**

- Q25.1 An employee, other than a full-time employee, may, on a temporary basis, be requested to work additional hours that become available at a school site.
- Q25.2 Payment of overtime associated with working additional hours under subclause Q25.1 will apply if the total number of hours worked meets the conditions specified in paragraph Q24.1.1.
- Q25.3 An employee may refuse to work additional hours in accordance with the provisions of unreasonable additional hours of the FW Act.
- Q25.4 Cleaning Services Officers who work additional hours will be remunerated at the pay rate for their classification as set out in the table at subclause Q19.1.
- Q25.5 When the allocation of additional hours is required to meet operational and business needs, Cleaning Services Officers will be advised through a Workforce Management Rostering System.
- Q25.6 Cleaning Services Officers who wish to increase their ordinary hours should express their interest to the head of service.
- Q25.7 The additional hours will be allocated in accordance with the rostering procedures. The Directorate will give preference to existing eligible employees who have expressed an interest in increasing their hours of work when allocating additional hours whenever possible.
- Q25.8 If the employee has been working the same additional hours for a period of two weeks or more, the employer must give at least 7 calendar day's notice before reducing the additional hours.
- Q25.9 Cleaning Services Officers who are undergoing performance improvement processes, in accordance with Section H, are not eligible to nominate, or be considered, for additional hours until the performance improvement process is finalised, unless the additional hours are consistent with the performance plan.

## **Q26 - ORDINARY PLACE OF WORK**

- Q26.1 The ordinary place of work for a Cleaning Services Officer will be specified in the employment contract.
- Q26.2 Despite subclause Q26.1, on a short term temporary basis (not more than 3 consecutive days) Cleaning Services Officers may be requested by the head of service to work the ordinary hours at different school sites to meet the needs of the business unit in the Directorate. An employee may refuse to work at a different ordinary place of work where reasonable grounds exist.
- Q26.3 Despite subclause Q26.1, Cleaning Services Officers may be required by the head of service to work the ordinary hours at different school sites on a permanent basis to meet the needs of the business unit in the Directorate, subject to the provision of 14 calendar days' notice.
- Q26.4 The head of service will consider requests by Cleaning Services Officers for a change of school sites on a case by case basis, having regard to the ability for service delivery demands to be met.

## **Q27 - RECORDING OF ATTENDANCE**

- Q27.1 All employees are required to record their attendance and ensure that their attendance record is accurate.
- Q27.2 Employees must record the time of their arrival and departure at the workplace each day at the actual time they arrive or depart.
- Q27.3 The Directorate will make an Attendance Recording System available at each school site.
- Q27.4 A breach of this clause may constitute misconduct and may be dealt with under Section H- Workplace Values and Behaviours.

## **Q28 - UNIFORMS**

- Q28.1 Cleaning Services Officers are required to wear designated uniforms whilst at work.
- Q28.2 Uniforms will be provided by the Directorate.

## **Q29 - ACCESS TO INFORMATION AND COMMUNICATION TECHNOLOGY**

- Q29.1 During their ordinary hours of work outlined in clause Q22, Cleaning Services Officers will be provided with adequate time and facilities to access relevant information and communication technology for work-related purposes.
- Q29.2 Where a Cleaning Services Officer is required to use a mobile phone for work-related purposes, the use of the mobile device should be in accordance with the Whole of Government Mobile Devices Policy.

## **Q30 - ANNUAL LEAVE**

- Q30.1 The head of service may direct a Cleaning Services Officer to take accrued annual leave in accordance with clause F7.

## **Q31 - PURCHASED LEAVE**

- Q31.1 Purchased leave arrangements are outlined in clause F9 of this Agreement. Unless otherwise agreed with the head of service, all purchased leave for Cleaning Services Officers should be taken during school vacation periods within a 12-month period from the date the employee commences participation in the purchased leave scheme.

## **Q32 - DESIGNATED ANNUAL LEAVE PERIOD**

- Q32.1 Unless otherwise agreed between a Cleaning Services Officer and the head of service for operational reasons, Cleaning Services Officers are required to take 5 days annual leave in addition to the Christmas shutdown period under clause F11, in the week immediately following New Year's Day ('the designated annual leave period'). Cleaning Services Officers will be advised of the designated annual leave period at the beginning of each school year.
- Q32.2 Where an employee does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once their accrued annual leave credits have been exhausted.
- Q32.3 Unless otherwise determined by the head of service, this period of stand down will be without pay, however the period of stand down without pay will count as service for all purposes.

## **Q33 - INDUSTRIAL RELATIONS TRAINING**

- Q33.1 At six monthly intervals the Directorate will arrange group training sessions for employees covered by this clause.
  - Q33.1.1 training sessions will be compulsory, paid and will be conducted over a four-hour continuous period; and
  - Q33.1.2 the timing, promotion, location, agenda and materials will be agreed in consultation with United Voice.

**Q34 - CLEANING SERVICES OFFICERS CAREER DEVELOPMENT  
(PROFESSIONAL LEARNING)**

- Q34.1 The head of service, employees, United Voice and other employee representatives will agree on relevant professional learning (PL) that meet identified training needs for the different Cleaning Services Officer classifications.
- Q34.2 Unless otherwise agreed by the head of service, approved professional learning would normally occur in school vacation periods and count as ordinary hours of work.
- Q34.3 Professional Learning Agreements will be developed and agreed on a case by case basis.
- Q34.4 This clause should be read in conjunction with subclause A2.7.

**Q35 - WORK OUTSIDE THE ACT PUBLIC SERVICE**

- Q35.1 In accordance with the PSM Act, Cleaning Services Officers must obtain the approval of the head of service prior to undertaking concurrent employment outside the ACTPS.

**Q36 - ALLOWANCES**

- Q36.1 Cleaning Services Officers are eligible to receive payment of allowances in accordance with Annex C.
- Q36.2 The following allowances are payable only to eligible Cleaning Services Officers from the commencement of their employment under this Agreement:
  - Q36.2.1 Language Aide;
  - Q36.2.2 Site Coordination; and
  - Q36.2.3 Specialised Mobile Cleaning.

2. Annex C (Allowances), insert the following allowances:

<b>Language Aide</b>		On Commence-ment	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Cleaning Service Officer 1-4				
Employee Type	School Cleaning Service Branch staff				
Description	A Cleaning Services Officer who formally agrees to be accessible during their normal hours of work to use their language other than English (LOTE) skills on a regular basis to enable effective communication on school-based cleaning matters with Cleaning Services Officers without sufficient English language proficiency.				
Rate/Frequency	per annum	\$1,205	\$1,221	\$1,237	\$1,254
Notes	The use of the Language Aides will not include performance management or other work-related matters necessitating confidentiality.				
Payment on Leave	Not paid during any type of paid or unpaid leave.				
Exclusions	This allowance replaces all entitlements to the payment of Community Language allowance.				
Allowance Type	Functional				

<b>Site Coordination</b>		On Commence-ment	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Cleaning Service Officer 2				
Employee Type	School Cleaning Service Branch staff				
Description	A Cleaning Services Officer who is requested by their supervisor to take responsibility for coordinating with school staff on that day's cleaning needs for the school and informing their supervisor of requested changes and, if necessary, relaying to other cleaners at that school the specific needs, will be paid an allowance in recognition of this responsibility.				
Rate/ Frequency	per hour, for the entire shift	\$1.25	\$1.27	\$1.28	\$1.30
Payment on Leave	Not paid during any type of paid or unpaid leave.				
Exclusions	No Site Coordination allowance will be paid where an employee is paid a Specialised Mobile Cleaning allowance for a particular shift.				
Allowance Type	Functional				

<b>Specialised Mobile Cleaning</b>		On Commence-ment	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Cleaning Service Officer 2				
Employee Type	School Cleaning Service Branch staff				
Description	A Cleaning Services Officer who is assigned a shift requiring the safe loading/unloading of specialist cleaning machines (steam cleaning, scrubbers and buffers, or similar large cleaning machines), transporting those machines to cleaning sites, and the use of those machines at schools during the shift.				
Rate/ Frequency	per hour, for the entire shift	\$1.25	\$1.27	\$1.28	\$1.30
Payment on Leave	Not paid during any type of paid or unpaid leave.				
Exclusions	1. No Specialised Mobile Cleaning allowance will be paid where an employee is paid a Site Coordination allowance for a particular shift. 2. This allowance replaces all entitlements to the payment of Intermittent Driving Duties and Motor Vehicle allowances.				
Allowance Type	Functional				

## **Building Trade**

3. Section U (Building Trade Classification), insert the following clauses:

### **BUILDING TRADE ASSISTANTS**

#### **U5 - APPLICATION**

- U5.1 A new classification and rates of pay for Building Trade Assistant has been introduced. The new classification applies to current Facilities Service Officer Level 5 in Canberra Health Services, Facilities Service Officer Level 6 at Calvary Health Care ACT Ltd and General Service Officers Level 7 and Level 8 in ACT Property Group of Chief Minister, Treasury and Economic Development Directorate (termed 'eligible employees'), and any new employees who are employed as Building Trades Assistants in these areas.

#### **U6 - TRANSITIONAL ARRANGEMENTS FOR BUILDING TRADE ASSISTANTS**

- U6.1 Upon commencement of this Agreement, eligible employees will receive pay increases in accordance with subclause C2.2, calculated with reference to the employee's classification and pay prior to transfer to the new Building Trade Assistant classification structure.
- U6.2 Eligible employees will transfer to the new Building Trade Assistant classification from the date of commencement of the first pay period falling on or after the date of commencement of the varied Agreement. The transfer will occur without the need for a merit selection process under the PSM Act and will occur on a point to point basis from the classification and pay point identified in Column A to the corresponding classification and pay point identified in Column B of the following table.

<b>Column A Previous classification and pay point</b>	<b>Column B New classification and pay point</b>
Facilities Service Officer 5:	Building Trade Assistant:
1 <sup>st</sup> pay point	1 <sup>st</sup> pay point
2 <sup>nd</sup> pay point	2 <sup>nd</sup> pay point
3 <sup>rd</sup> pay point	3 <sup>rd</sup> pay point
-	4 <sup>th</sup> pay point
Facilities Service Officer 6:	
1 <sup>st</sup> pay point	3 <sup>rd</sup> pay point
2 <sup>nd</sup> pay point	3 <sup>rd</sup> pay point
3 <sup>rd</sup> pay point	4 <sup>th</sup> pay point
General Service Officer Level 7:	
1 <sup>st</sup> pay point	2 <sup>nd</sup> pay point
2 <sup>nd</sup> pay point	2 <sup>nd</sup> pay point
3 <sup>rd</sup> pay point	2 <sup>nd</sup> pay point
4 <sup>th</sup> pay point	2 <sup>nd</sup> pay point
General Service Officer Level 8:	
1 <sup>st</sup> pay point	3 <sup>rd</sup> pay point
2 <sup>nd</sup> pay point	4 <sup>th</sup> pay point
3 <sup>rd</sup> pay point	4 <sup>th</sup> pay point
4 <sup>th</sup> pay point	preserved pay point

- U6.3 After transfer to the new Building Trade Assistant classification the remaining pay increases under subclause C2.2 of this Agreement will be based on the employee's new classification and rate of pay as set out in Annex A.
- U6.4 With the exception of the fourth pay point of the new classification, progression within the Building Trade Assistant classification will be in accordance with clause C5 (pay points and increments).

U6.5 Progression to the fourth pay point of the new Building Trade Assistant classification will be subject to a competency assessment by an appropriately qualified tradesperson, and approval by the head of service.

U6.6 The fifth pay point of the new Building Trade Assistant classification is reserved for eligible employees of ACT Property Group who, at the date of commencement of the varied Agreement, are employed as General Service Officer Level 8.

4. Annex A (Classifications and Rates of Pay), insert rates of pay for the new Building Trade Assistant classification, as follows:

CLASSIFICATION	Pay Rates as at 6.4.2017	2.25% from 5/10/17	0.5% from 14/6/18	1.35% from 13/12/18	1.35% from 13/6/19	1.35% from 12/12/19	1.35% from 11/6/20	1.35% from 10/12/20	1.35% from 10/6/21
Building Trade Assistant	\$58,576	\$59,894	\$60,193	\$61,006	\$61,830	\$62,665	\$63,511	\$64,368	\$65,237
	\$62,570	\$63,978	\$64,298	\$65,166	\$66,046	\$66,938	\$67,842	\$68,758	\$69,686
	\$64,567	\$66,020	\$66,350	\$67,246	\$68,154	\$69,074	\$70,006	\$70,951	\$71,909
Soft barrier	\$66,564	\$68,062	\$68,402	\$69,325	\$70,261	\$71,210	\$72,171	\$73,145	\$74,132
Preserved for GSO 8 ACT Property Group only	\$67,825	\$69,351	\$69,698	\$70,639	\$71,593	\$72,560	\$73,540	\$74,533	\$75,539

5. In the title of clause U3 (Transitional Arrangements), insert the words “For Heating, Ventilation and Air Conditioning (HVAC)”, as follows:

**U3 - TRANSITIONAL ARRANGEMENTS FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC)**





**Health and Wellbeing Initiative**

7. Section O (CMTEDD specific matters), insert the following clauses:

**O4 - HEALTH AND WELL-BEING INITIATIVE**

- O4.1 This clause applies to employees in CMTEDD, to the exception of employees in Shared Services Division.
- O4.2 In recognition of the benefits of maintaining a healthy and productive workforce, all employees (officers and fixed long term employees) who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- O4.3 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

**Facilities Manager**

8. Annex A (Classifications and Rates of Pay), delete the local title “Facilities Manager” and insert the words “Building Service Officer 4”, as follows:

CLASSIFICATION	Pay Rates as at 6.4.2017	2.25% from 5/10/17	0.5% from 14/6/18	1.35% from 13/12/18	1.35% from 13/6/19	1.35% from 12/12/19	1.35% from 11/6/20	1.35% from 10/12/20	1.35% from 10/6/21
<del>Facilities Manager</del> Building Service Officer 4	\$79,824	\$81,620	\$82,028	\$83,135	\$84,257	\$85,394	\$86,547	\$87,715	\$88,899
	\$82,175	\$84,024	\$84,444	\$85,584	\$86,739	\$87,910	\$89,097	\$90,300	\$91,519
	\$84,415	\$86,314	\$86,746	\$87,917	\$89,104	\$90,307	\$91,526	\$92,762	\$94,014
	\$88,037	\$90,018	\$90,468	\$91,689	\$92,927	\$94,182	\$95,453	\$96,742	\$98,048
	\$91,356	\$93,412	\$93,879	\$95,146	\$96,430	\$97,732	\$99,051	\$100,388	\$101,743