

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

SECURITY INDUSTRY AWARD

ORDER BY CONSENT–

**No. 1 of 2008
(Consolidated)**

AMEND THE **SECURITY INDUSTRY AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award shall be known as the "Security Industry Award".

2. SCOPE

This award is established in respect of the industry of Security and Watching Services.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2008.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Security Industry Award No. 1 of 2007 (Consolidated).

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are employed in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:
 - (i) Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch and the officers of that organisation and their members who are employed in the Industry specified in Clause 2 - Scope;
- (d) the following organisations of employers in respect of whom award interest has been determined:
 - (i) the Retail Traders Association of Tasmania and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;
 - (ii) the Tasmanian Chamber of Commerce and Industry Limited;

7. DEFINITIONS

'Afternoon shift' - means a shift finishing after 6.00pm and at or before midnight.

'Casual employee' - means a person who is employed on a casual basis and shall include any person employed for a period not exceeding five days at any one time.

'Control room operator' - means an employee stationed in a control room monitoring alarms and/or operating radio communications and/or operating after hours telephone answering services.

'Early morning shift' - means a shift commencing prior to 6.00am.

'Guard' - means an employee stationed to ensure the safety of persons or property and shall include persons employed to check baggage at passenger terminals.

'Night shift' - means a shift finishing after midnight and at or before 8.00am.

'Part-time employee' - means an employee who is regularly engaged to work for less hours per day or week than those prescribed for full-time employees.

'Permanent night shift' - means a night shift which does not alternate with another shift so as to give the employee at least one third of his/her working time off night shift.

'Security Officer - Level 1' - is an employee who performs work to the level of his or her training.

Indicative of the tasks which an employee at this level may perform are the following:

- (a) watch, guard or protect persons and/or premises and/or property;
- (b) be stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
- (c) respond to basic fire/security alarms at their designated post;
- (d) in performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills.

'Security Officer - Level 2' - is an employee who performs work above and beyond the skills of an employee at Level 1 to the level of his or her training.

Indicative of the tasks which an employee at this level may perform are the following:

- (a) duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites; or
- (b) monitors and responds to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems);
- (c) the operation of a public weighbridge by a Security Officer appropriately licensed to do so;
- (d) monitoring and act upon walk through electro-magnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging equipment within an airport;
- (e) may be required to perform the duties of Security Officer - Level 1.

'Security Officer - Level 3' - is an employee who performs work above and beyond the skills of an employee at Level 2 to the level of his or her training.

Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) the monitoring and operation of integrated intelligent building management and security systems terminating at a visual display unit or computerised printout which requires data input from the Security Officer;
- (b) the work of a special constable as it relates to the provision of security services in a judicial court and duties associated with the custody, care and control of prisoners;
- (c) a Security Officer, who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a Security Officer - Level 4 whilst undergoing training and gaining experience during the first six months of employment as such;
- (d) may be required to perform the duties of a Security Officer - Level 1 and Security Officer - Level 2.

'Security Officer - Level 4' - is an employee who performs work above and beyond the skills of an employee at Level 3, to the level of his or her training.

Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station;

- (b) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system;
- (c) the co-ordinating, monitoring or recording of the activities of Security Officers utilising a verbal communications system within a central station;
- (d) responding to requests for emergency assistance in relation to any fire, accident, evacuation, incident or security breach, at the Zinifex Hobart Smelter.
- (e) may be required to perform the duties of Security Officers at Levels 1, 2 and 3.

'Security Officer - Level 5' - is an employee who performs work above and beyond the skills of an employee at Level 4, to the level of his or her training, and co-ordinates the work of Security Officers working in a team environment within a central station.

PROVIDED that a Security Officer at any level is to perform duties incidental to the tasks of a Security Officer within the employee's level of skill, competence and training.

8. WAGE RATES

1. WAGE RATES

Adult employees shall be paid in accordance with the following structure which shall be read in conjunction with the classification definitions contained in Clause 7 - Definitions:

	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Security Officer Level 1	364.60	220.70	585.30
Security Officer Level 2	379.70	220.70	600.40
Security Officer Level 3	390.10	220.70	610.80
Security Officer Level 4	400.50	220.70	621.20
Security Officer Level 5	421.00	222.70	643.70

2. HOURLY WAGE RATES

Relevant Clause and Description	Full-time and Part-time Employees percentage of appropriate Weekly Wage Rate specified in subclause 8(1)	Casual Employees percentage of appropriate Weekly Wage Rate specified in subclause 8(1)
Clause 11 Casual ordinary time	Not applicable	3.158%
Clause 21(a) Overtime:		
First 2 hours	3.947%	3.947%
Thereafter	5.263%	5.263%
Clause 21(b) Overtime shift workers on Saturday:		
First 11 hours	5.263%	5.263%
Thereafter	7.895%	7.895%
Clause 30(a) Saturday ordinary time:		
First 8 hours	3.947%	4.473%
Next 3 hours	5.263%	5.789%
Thereafter	6.578%	7.10%

Clause 30(b)		
Sunday work:		
First 11 hours	5.263%	5.789%
Thereafter	7.895%	8.421%
Clause 30(c)		
Public holiday work:		
First 11 hours	6.578%	6.578%
Thereafter	7.895%	7.895%
Clause 30(a)		
Shift allowances:		
(i) Early morning shift	3.026%	3.552%
(ii) Afternoon shift	3.026%	3.552%
(iii) Night shift	3.026%	3.552%
(iv) Permanent night shift	3.421%	3.947%
Clause 30(b)		
Split shifts:		
Early morning shift, afternoon shift, night shift	3.157%	3.684%
Permanent night shift	3.552%	4.078%
Clause 23		
Part-time employees:		
Part-time ordinary hour	2.631%	Not applicable

(For samples of calculations concerning the above subclause see Appendix A.)

3. LEADING HANDS

Where an employee is appointed a leading hand he/she shall be paid the following rates extra per week:

	Per Week
	\$
If in charge of not less than 3 and not more than 10 employees	22.30
If in charge of more than 10 employees	33.20

4. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(c) Supported Wage Rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (paragraph (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgment of Assessment Instrument

- (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this paragraph for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (c) hereof.

5. MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by subclause 4 - Supported Wage System is \$546.10 per week.

(ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in paragraph (b)(i).

(iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in paragraph (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under paragraph (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in paragraph (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

(ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

(iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

9. ANNUAL LEAVE

- (a) A period of 28 consecutive days leave shall be allowed annually to employees after 12 months' continuous service (less the period of annual leave).
- (b) Shift workers rostered to work regularly on weekends and public holidays shall be allowed seven days leave to be consecutive with the leave prescribed in subclause (a) hereof.
- (c) Annual Leave Exclusive of Public Holidays

Where any holiday mentioned in Clause 28 - Public Holidays occurs during any period of annual leave, the period of annual leave shall be increased by one day in respect of that holiday.

- (d) Time of Taking Leave

Annual leave shall be taken at a time mutually agreed upon by the employer and the employee. In the absence of such agreement, it shall be taken within 12 months of the date it became due, at a time fixed by the employer and after at least one month's notice to the employee.

- (e) Where an employee leaves his/her employment, or the employment is terminated by the employer other than in accordance with Clause 12 - Contract of Employment he/she shall be paid pro rata of the leave prescribed.

- (f) Payment for Period of Annual Leave

- (i) In the case of an employee not in receipt of a shift allowance before going on annual leave he/she shall be paid the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period, together with an additional loading of 17.5 per cent.

- (ii) In the case of an employee in receipt of a shift allowance, before going on annual leave he/she shall be paid for ordinary hours plus a loading of 17.5 percent, or be paid according to the roster (excluding overtime) whichever is the higher.

- (iii) Such loading shall not apply to proportionate leave on termination.

- (g) Broken Leave

Annual leave shall be taken in a continuous period, provided that when the employee and the employer agree, leave may be taken in two periods, one of which shall be of at least 14 successive days.

(h) Payment in Lieu Prohibited

Payment in lieu of annual leave, other than as provided for in subclause (e) hereof, shall be prohibited.

(i) Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences provided that:

- (i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record these short term annual leave arrangements in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

10. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

PROVIDED that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer.

PROVIDED FURTHER that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees

(i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

11. CASUAL EMPLOYMENT

A casual employee for working ordinary time shall be paid per hour the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates. This hourly rate includes an amount as payment in lieu of annual leave, sick leave and public holidays.

The minimum term of engagement for a casual employee shall be not less than three hours.

PROVIDED that the minimum period of engagement may be varied by agreement between an employer and the union.

12. CONTRACT OF EMPLOYMENT

- (a) Casuals excepted, employment shall be terminated by a week's notice by either party or by the payment or forfeiture of a week's pay as the case may be in lieu of such notice. This shall not affect the right of the employer to dismiss an employee without notice for misconduct warranting such dismissal and in such cases all monies due shall be paid up till the time of dismissal only.
- (b) The employer in the event of misconduct may suspend an employee without pay. The maximum period of suspension shall be one week. Should the employee not agree to the suspension the union may refer the matter to the Tasmanian Industrial Commission. If upon examination the Tasmanian Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term of or rescind the suspension.

Prior to the implementation of the suspension the matter shall be discussed with an official of the union, or written notification shall be provided to the union. Where written means of notifying the employer's intention is used the employer shall not implement the suspension until 24 hours after the union would reasonably have been expected to receive such notification.

PROVIDED that in exceptional circumstances the suspension may be implemented immediately.

13. DISPUTE SETTLEMENT PROCEDURES

The following procedure shall be observed in the resolution of all grievances and/or disputes which may arise:

- (a) Any grievance or dispute is to be first discussed between an employee and his immediate supervisor who shall endeavour to resolve the issue.
- (b) Should the matter remain unresolved following the discussions referred to in subclause (a) above the grievance and/or dispute shall be discussed between the Union Delegate and the appropriate employer representative.
- (c) In the event that the matter remains unresolved it may be referred to the Secretary of the Union or his nominated representative who shall discuss the matter with the employer who may elect to involve his industrial relations adviser.
- (d) Should the grievance or dispute remain unresolved it may be referred to the Tasmanian Industrial Commission for conciliation and/or arbitration.
- (e) Whilst the above procedure is being followed work shall continue normally.

14. ENTERPRISE FLEXIBILITY

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be entered into between an employer and all or some of the employees engaged by that employer.
- (b) An agreement shall be subject to the following requirements:
 - (i) The majority of employees affected by that change must genuinely agree to the change.
 - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
 - (iii) The relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.
 - (iv) The relevant union or unions must be a party to the agreement.
 - (v) The relevant union or unions shall not unreasonably oppose any agreement.
- (c) Any enterprise agreement shall be signed by the parties; being the employer and the union or unions, and contain the following:
 - (i) The term of the agreement.
 - (ii) The parties covered by the agreement.
 - (iii) The classes of employees covered by the agreement.
 - (iv) The means by which a party may retire from the agreement.
 - (v) The means by which the agreement may be varied.
 - (vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

15. FIRST AID ATTENDANT

A person required as a condition of his/her employment to act as a first aid attendant and who holds a current appropriate certificate shall be entitled to a payment of \$1.35 per shift or period of duty.

PROVIDED that this allowance shall not apply to an employee designated as an Emergency Response Officer, referred to in the classification Security Officer - Level 4, in Clause 7 - Definitions, hereof.

16. GENERAL CONDITIONS

(a) Firearms

An employee required to carry firearms shall be supplied by the employer with firearm and ammunition. If an employee is required to supply his/her own firearm, he/she shall be paid 88 cents per week extra.

(b) Firearm Licence

A security guard's gun licence fee together with the training course fee to obtain that licence shall be supplied by the employer.

PROVIDED that if an employee in this clause leaves the employment of the employer within 12 months of the employer paying such gun licence/training fees, the employer may deduct pro rata from entitlements due to the employee on termination up to 50 percent of the said fees to a maximum of \$150.00. The maximum amount of deduction shall be reduced by \$12.50 for each completed month of service of the employee following licence receipt.

(c) Court Appearances

An employee required to attend court on behalf of the employer or his/her client shall have the time so occupied counted as time worked and shall be paid four hours at ordinary time rates less any reimbursements recoverable from the court.

(d) Aviation Security Allowance

An allowance of \$1.14 per hour shall be paid to employees engaged in Aviation Security at Hobart Airport and Launceston Airport, or any facility within the boundaries of either airport.

For the purposes of this subclause, Aviation Security means the provision of security services including, but not limited to, passenger, goods and/or baggage security including checked baggage screening services, control room functions, guarding and controlling access to designated areas, and general security of persons, property and buildings.

PROVIDED that Aviation Security does not include traffic control (including curb side traffic management), car parking services, or any other function for which a valid security license is not required.

17. HOURS

- (a) The ordinary hours of work shall be an average of 38 per week to be worked in accordance with one of the methods set out in subclause (b) hereof.
- (b) Except as provided in subclauses (d) and (e) hereof the method of implementation of the 38-hour week may be agreed to be any of the following:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
- (c) On each site, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.
- (d) The employer and the majority of employees in the plant, business, section or sections concerned, may agree that the ordinary working hours are to exceed eight on any day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (e) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (f) Agreements reached on the method of implementation of the 38-hour working week shall be recorded in writing and shall be signed by the employer and the employees concerned. The agreement document shall be kept as part of employment records and available for inspection in accordance with the provisions of the *Industrial Relations Act 1984*.
- (g) Averaging of Payment

Where the method of implementation adopted is in accordance with subclauses (b) (iii) and (iv) hereof, the wages paid each week for ordinary hours shall be paid so that in each week when 40 hours is worked two hours pay shall be kept in hand and paid to the employee in the pay week that the rostered day off occurs to enable an averaging of payments for ordinary time to occur.

(h) Where an employer and employee/s concerned so agree, rostered days off may be accumulated to a maximum of six days in any year and taken at a mutually agreed time.

(i) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (v) An employer shall record make up time arrangements in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(j) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

- (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of RDO flexibility, in accordance with this clause, its terms must be set on in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record RDO arrangements in the time and wages book, pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

18. LICENCE FEES

Security Licence Fees together with the cost of advertising shall be supplied by the employer after the employee has successfully completed one year's service.

PROVIDED that each employee shall purchase their first licence by the employer deducting the cost of same from the employees' wages at a mutually agreed rate.

PROVIDED FURTHER that if an employee leaves the employ of the employer within six months of the employer paying such licence and advertising fees, the employer may deduct pro rata from entitlements due to the employee on termination up to 50 percent of the said fees to a maximum of \$70.00. The maximum amount of deductions shall be reduced by \$12.50 for each completed month of service by the employee following the renewal.

19. LOCOMOTION

An employee required to provide a motor car shall be paid an allowance of 24 cents per kilometre.

20. MEALS AND MEAL ALLOWANCES

A meal break of 20 minutes shall be allowed to employees no later than five hours after the commencement of each shift. Time so allowed shall be regarded as time worked.

When an employee is required to work overtime in excess of two hours without being notified the previous day or earlier the employee shall be either supplied with a meal by the employer or be paid a meal allowance of \$14.60.

PROVIDED that by agreement between the employer and the employee a meal break may be taken no later than six hours after the commencement of each shift. Where such agreement is reached, either party may withdraw from the agreement by giving one month's notice to the other party.

21. OVERTIME

- (a) Subject to subclause (b) hereof, and subclauses (b) and (d) of Clause 17 - Hours; for all time worked on a Saturday or in excess of eight hours on any day Monday to Friday (excluding public holidays) or before the time fixed for commencing work or after the time fixed for ceasing work the rate of pay per hour shall be the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
- (b) For all overtime worked by shift workers on a Saturday, payment per hour shall be at the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
- (c) An employee shall be expected to work a reasonable amount of overtime.
- (d) Call Back
 - (i) An employee called back to work after the completion of his/her shift shall be paid at the appropriate rate for a minimum of three hours. Such minimum shall not apply in cases where the call back is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
 - (ii) Provided that where the recall to work is for the purpose of:
 - (1) administrative procedures eg. completion of workers compensation forms, reports on accidents or break ins etc; or
 - (2) disciplinary or counselling interviews;the minimum payment shall be two hours at the appropriate rate.
 - (iii) Provided that recall to work within one hour of ceasing ordinary time shall be treated as overtime and shall be computed from the time of ceasing ordinary work and shall not attract the minimum of three hours.
 - (iv) An employee who is recalled to work and who during such recall receives a second or subsequent recall shall not be entitled to a second or subsequent minimum payment unless he/she has returned to his home before such second or subsequent recall.
- (e) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award).
 - (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
 - (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
 - (v) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
 - (vi) An employer shall record time off in lieu arrangements in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (f) Requirement to Work Reasonable Overtime
- (i) Subject to paragraph (ii) of this subclause and subclause (e) of this clause, an employer may require an employee to work reasonable overtime at overtime rates.
 - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

22. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;
 - (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
- (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
- (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vii) **'Spouse'** includes a de facto or a former spouse.

(b) Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
- (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
 - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
 - (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- (d) Paternity Leave
 - (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

- (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
- (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
- (3) a statutory declaration stating:
 - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by the mother, and
 - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.
- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (A) that the employee may work part-time;
 - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (C) upon the classification applying to the work to be performed; and
 - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.

(3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

(1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(1) limiting the number of employees who may work part-time;

(2) establishing quotas as to the ratio of part-time to full-time employees;

(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;
and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c) (vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.
- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age,to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i)(1).

23. PART-TIME EMPLOYEES

Part-time control room operators and guards may be employed for a minimum engagement of three hours per day.

Part-time employees other than control room operators and guards may be employed for a minimum of four hours per day or shift.

The minimum rate of pay that may be paid per hour to part-time employees shall be the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.

Part-time employees shall be entitled to receive on a pro rata basis annual leave, sick leave and public holidays.

24. PAYMENT OF WAGES

- (a) Wages shall be paid weekly or by agreement between the employer and the majority of the employees fortnightly wherever practicable in the employer's time.
- (b) Payment may be in cash, by cheque or by direct deposit to a nominated account at the discretion of the employer.
- (c) Waiting Time

An employer shall specify a time and place at which wages are to be paid. An employee kept waiting for his/her pay on payday beyond the time so specified shall be paid at overtime rates for the time he/she is kept waiting except where delay occurs for reasons beyond the employer's control.

25. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual employee. The entitlements of casual employees are set out in subclause (i) – Casual Employees.

(a) Definitions

The term '**immediate family**' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) An employee who is absent from work on account of personal illness or injury shall be entitled to leave of absence without deduction of pay (excluding overtime) for a period of 76 hours per year.
- (iii) Leave which has not been allowed as paid personal leave in any year shall accumulate from year to year and shall be allowed to an employee in a subsequent year, subject to the provisions herein prescribed without diminution of the personal leave prescribed for that year.
- (iv) An employer shall not be required to make any payment in respect of personal leave to an employee who is discharged or leaves his/her employment or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

An employee as far as is practicable shall notify the employer four hours prior to the commencement of his/her rostered shift of the inability to attend for work and state the nature of the illness and the estimated duration of the absence.

An employee if notified by the employer of such requirement shall on the day before resuming work notify the employer of the intention to resume work.

(f) Evidence Supporting Claim

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

An employee shall not be entitled to leave for any period in respect of which he/she is entitled to workers' compensation.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

(i) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

26. PROBATIONARY EMPLOYMENT

- (a) A permanent employee shall be initially employed for a probationary period of four weeks from the date of commencement.
- (b) Where a probationary employee has not previously been engaged in the security and watching industry as a casual employee the employment may be terminated by the giving of one hours notice during the first two weeks of the probationary employment, or by the payment or forfeiture of one hours payment in lieu of such notice.
- (c) An employee previously engaged in the security and watching industry as a casual employee may be terminated on one hours notice during the first week of the probationary employment, or by the payment or forfeiture of one hours payment in lieu of such notice.

27. PROTECTIVE CLOTHING AND TORCHES

Where an employee is required to work in rain, appropriate waterproof clothing shall be provided and maintained by the employer.

Where an employer requires a person to carry a torch it shall be supplied by the employer, or the employee shall be paid an allowance of 25 cents per day.

28. PUBLIC HOLIDAYS

- (a) An employee (excluding casuals) shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Hobart Regatta Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day, Boxing Day.

- (b) Payment for the holidays mentioned in subclause (a) hereof which are taken and not worked shall be at the normal rate of pay which would have applied to the employee concerned when, if it were not for such holiday, he/she had been at work.

PROVIDED that where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment for such holiday. Provided however that any dispute in relation to this subclause shall be referred to the Tasmanian Industrial Commission.

- (c) An employee who is rostered off on any of the paid holidays mentioned in subclause (a) hereof shall be entitled to ordinary time for such shift.
- (d) **'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

29. REST PERIOD AFTER OVERTIME

An employee required to work overtime shall not be required to commence ordinary duty until he/she has had a break of 10 hours without loss of pay.

Where a break of 10 hours is not practicable, payment shall be made at overtime rates until the employee ceases work.

30. SATURDAY, SUNDAY AND HOLIDAY WORK

- (a) Saturday - for all ordinary time of duty on a Saturday, payment per hour shall be at the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
- (b) Sunday - for all time of duty on a Sunday payment per hour shall be at the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.

- (c) Public holidays - for all time of duty on a public holiday as prescribed in Clause 28 - Public Holidays, payment per hour shall be at the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.

31. SHIFT ALLOWANCES

- (a) For working shift work on any day, Monday to Friday (excluding public holidays) an employee shall be paid per hour as follows:
 - (i) Early morning shift - the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
 - (ii) Afternoon shift - the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
 - (iii) Night shift - the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
 - (iv) Permanent night shift - the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.
- (b) (i) Full-time and part-time employees may be engaged to work split shifts in which case the employee shall be paid per hour the relevant amount in accordance with subclause 8(2) - Hourly Wage Rates.

PROVIDED that the minimum period of each shift shall be three hours.

- (ii) No shift worked in two periods shall exceed a spread of 14 hours from the first commencement.

32. SHOP STEWARDS

- (a) An employee appointed shop steward at the establishment in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as the accredited representative of the union. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting the employees whom he/she represents.
- (b) Subject to the prior approval of the employer an accredited shop steward shall be allowed, at a place designated by the employer, a reasonable period of time during working hours to interview a duly accredited official of the union on legitimate union business.

33. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the Security Industry and to enhance the opportunities and job security of employees.
- (b) At each enterprise a consultative mechanism appropriate to the size, structure and needs of the enterprise shall be established to consider efficiency measures. The consultative mechanism shall involve management and employees.
- (c) Efficiency measures which may seek to vary a provision of this award shall be referred firstly to the union and then the Tasmanian Industrial Commission.

34. SUPERANNUATION

- (a) Definitions

'Approved Fund' means a superannuation scheme which is established in accordance with the Operational Standards for Occupational Superannuation schemes and has received preliminary listing from the office of the Occupational Superannuation Commissioner - Interim Group.

'ARF' means the Australian Retirement Fund established by Trust Deed and Articles on 11 July 1986.

'Employer' means a Contract Security Employer.

'Eligible employee' means a full-time, part-time or casual employee employed by a Contract Security Employer and who has completed one calendar month's service with such employer.

'Union' means the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch.

- (b) Fund

- (i) For the purpose of this award contributions made by Contract Security Employers in accordance with the provisions of subclause (c) - Contributions shall be paid to the Treasurer of ARF.
- (ii) All Contract Security Employers bound by this award shall apply to become party to the ARF within one month of being bound to this award and shall become party to ARF upon the acceptance of the Trustees of that Scheme of an application to become a Participating Employer of ARF, duly signed and executed by that employer.
- (iii) An employee shall become eligible to join ARF on the first day of the calendar month following commencement of employment.

(c) Contributions

- (i) Contributions shall be paid by Contract Security Employers on the following basis:
 - (1) For full-time employees, a payment of nine per cent per week for each complete week employed.
 - (2) Casual and part-time employees, as defined in Clause 7 – Definitions, nine per cent of the hourly rate of pay.
- (ii) Contributions will only be made in respect of eligible employees provided that if a new employee was a member of ARF at his or her prior place of employment, no eligibility requirement shall apply.
- (iii) A pro rata deduction shall be made from the weekly contribution payable for an unauthorised absence of at least one day's duration.
- (iv) An employer, as defined, shall not be required to contribute during any periods of unpaid leave. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (v) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

(d) Exemptions

- (i) Contract Security Employers of employees who are covered by a Superannuation Award or Agreement made pursuant to the *Industrial Relations Act 1984* or the *Conciliation and Arbitration Act 1904* shall be exempted from the provisions of this award.
- (ii) The employers set out hereunder who, by agreement with the Union, provide Superannuation under an approved Company Fund to employees, and who elect not to join ARF shall be exempted from the provisions of subclause (b) Fund, of this clause:

Chubb Australia Ltd - Electronic Security Division

Wormald International (Aust) Pty Ltd

(e) Area and Incidence

This clause shall apply to the employment of employees performing duties within the jurisdiction of the Security and Watching Services Award where such employees are employed by an employer in order to fulfil a contract to supply security services.

(f) Duration

This clause shall operate from the beginning of the first full pay period commencing on or after 1 September 1988.

35. UNIFORMS

(a) (i) An employee required to wear a uniform whilst on duty shall be provided with that uniform by the employer. The uniform shall remain the property of the employer.

(ii) A new employee other than a casual employee will be required to purchase their first uniform issue (which will remain the property of the employee - except insignia) provided that the maximum cost to the employee shall not exceed \$80.00.

Payment for such first uniform shall be by the deduction from the employee's wages an amount agreed between the employer and employee.

(b) Where an employee is expected to clean and maintain his/her own uniform he/she shall be paid an allowance of 15 cents per shift.

(c) Where the employer supplies the employee with waterproof clothing such clothing shall remain the property of the employer.


Tim Abey
COMMISSIONER

24 July 2008

SAMPLE GUIDE TO CALCULATING HOURLY WAGE RATES
IN CLAUSE 8(2) - HOURLY WAGE RATES

Sample 1

Ken is a casual employee who works 6 ordinary hours on Monday, Saturday and a Public Holiday. How is his rate of pay calculated?

(a) Ordinary hours Monday - Clause 11

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{3.158}}{100}$$

$$= \$9.474$$

$$= \$9.47 \text{ per hour}$$

(b) Saturday ordinary hours - Clause 30(a)

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{4.473}}{100}$$

$$= \$13.419$$

$$= \$13.42 \text{ per hour}$$

(c) Public Holiday - Clause 30(c)

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{6.578}}{100}$$

$$= \$19.734$$

$$= \$19.73 \text{ per hour}$$

Sample 2

Sarah is a part-time employee who worked 12 hours on afternoon shift work. How is her rate of pay calculated?

Ordinary hours afternoon shift work - Clause 30(a)(ii)

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{3.026}}{100}$$

$$= \$9.078$$

$$= \$9.08 \text{ per hour}$$

Sample 3

David is a part-time employee who works part of his ordinary hours on a Saturday. On that Saturday he worked 12 ordinary hours. What is his hourly rate?

(a) First 8 hours - Saturday ordinary time - Clause 30(a)

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{3.947}}{100}$$

$$= \$11.841$$

$$= \$11.84 \text{ per hour}$$

(b) Next 3 hours - Saturday ordinary time - Clause 30(a)

$$\frac{\$300 \text{ (appropriate weekly wage rate)} \times \underline{5.263}}{100}$$

$$= \$15.789$$

$$= \$15.79 \text{ per hour}$$

(c) Next 1 hour - Saturday ordinary time - Clause 30(a)

\$300 (appropriate weekly wage rate) x $\frac{6.578}{100}$

= \$19.734

= \$19.73 per hour