

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for awards and variation of awards

**The Federated Miscellaneous Workers Union of Australia,
Tasmanian Branch
(T.3272 of 1991)**

SECURITY INDUSTRY AWARD

ORDER - No 3 of 1991

AMEND THE **SECURITY INDUSTRY AWARD** IN THE FOLLOWING MANNER:

1. By deleting Clause 8 - Wage Rates and inserting in lieu thereof the following:

"8. WAGE RATES

Employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification as follows:-

	Base Rate \$	Supplementary Payment \$	Weekly Rate \$
Security Officer Level 1 as defined	342.70	4.40	347.10
Security Officer Level 2 as defined	352.40	5.50	357.90
Security Officer Level 3 as defined	342.70	9.50	352.20
Security Officer Level 4 as defined	355.30	9.10	364.40
Security Officer Level 5 as defined	370.60	10.10	380.70

Weekly wages are made up of a base rate and a supplementary payment which when combined gives a total weekly classification rate. Such total weekly rates shall be payable for all purposes. Supplementary payments shall be absorbable against over award payments in existence as at 13 August 1991.

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	15.00
If in charge of more than 10 employees	22.40"

2. By inserting a new clause "13A Enterprise Flexibility"

"13A. 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."

3. By inserting a new clause "32A - Structural Efficiency"

"32A 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."

Date of Operation

The above variations shall have effect from the beginning of the first full pay period to commence on or after 23 September 1991.

