714813 OF 2020

Industrial Relations Act 1984 s55 Industrial Agreement

POLICE OFFICERS INTERNATIONAL ARRIVAL AND HOTEL QUARANTINE AGREEMENT 2020

Between the

Commissioner of Police

and the

Police Association of Tasmania



1 TITLE

This Agreement shall be known as the Police Officers International Arrival and Hotel Quarantine Agreement 2020.

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3 APPLICATION

- 3.1 This Agreement is made in respect of Police Officers appointed under the provisions of the *Police Services Act 2003* who are covered by the Police Award and the Police Officers Industrial Agreement 2018 and who are undertaking duties on or after 2 December 2020:
 - (i) at an International Hotel Quarantine site where the employee is required to be physically present on the site for a total period of more than 30 minutes in a 24-hour period; or
 - (ii) that result in the employee having contact with an international traveller to Tasmania, or with any possessions that an international traveller brought into Tasmania, between the arrival of the international traveller into Tasmania and the arrival of the international traveller at the part of the International Hotel Quarantine site where they will isolate or quarantine.
- 3.2 For the purposes of this Agreement, an International Hotel Quarantine site means the premises:
 - (i) situated at 173 Macquarie Street, Hobart that is being operated under the name 'Ibis Styles';
 - (ii) situated at 156 Bathurst Street, Hobart that is being operated under the name 'Best Western Hobart';
 - (iii) situated at 40 Brooker Highway, Hobart that is being operated under the name 'UTAS Fountainside Accommodation'; and
 - (iv) any other premises declared to be an International Hotel Quarantine site.

4 DATE AND PERIOD OF OPERATION

This Agreement applies with effect from 2 December 2020 and will remain in force until 28 February 2021.

5 PARTIES BOUND

This Agreement is between the Commissioner of Police and the Police Association of Tasmania.



6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Police Award, or any registered Agreement with the Commissioner of Police.

7 REMUNERATION

- 7.1 An employee covered by this Agreement will continue to be paid in accordance with the Police Award and Agreement referred to in clause 3.1 of this Agreement for all hours worked undertaking duties referred to in clause 3.1.
- 7.2 An employee covered by this Agreement undertaking duties referred to in clause 3.1(i) will not be disadvantaged as a result of undertaking those duties at an International Hotel Quarantine site. If the hours worked by an employee undertaking the duties referred to in clause 3.1 are less than the hours usually worked by an employee, the employee will be paid their usual hours.
- 7.3 An employee covered by this Agreement who is awaiting COVID-19 test results and is self-isolating, will be paid their usual hours for each day until the employee receives their test results.
- 7.4 An employee covered by this Agreement who tests positive for COVID-19 as a result of undertaking the duties referred to in clause 3.1, will continue to be paid their usual hours for each day until the employee is no longer required to be in isolation.
- 8 INTERNATIONAL HOTEL QUARANTINE (IHQ) ALLOWANCE



- 8.1 The International Hotel Quarantine (IHQ) Allowance is to be paid to employees undertaking duties at an International Hotel Quarantine site in recognition of the social restrictions and the risk reduction measures as advised by Public Health for Infection Prevention and Control when not undertaking duties.
- 8.2 An employee covered by this Agreement undertaking duties referred to in clause 3.1(i) is to be paid an allowance of \$150 per day continuously for the period the employee is undertaking those duties.
- 8.3 In addition, an employee will continue to receive the allowance of \$150 per day for any rostered days off, Holidays with Pay, periods of sick leave, or carers leave during the period of their engagement at the International Hotel Quarantine site.
- 8.4 At the conclusion of an employee's engagement at the International Hotel

 Quarantine site, the employee will receive the allowance of \$150 per day for a
 period of 14 days, including any rostered days off, Holidays with Pay, periods of sick
 leave, or carers leave.
- 8.5 Should an employee test positive to COVID-19 within the period specified in clause 8.2 or 8.4, the employee will continue to be paid the allowance of \$150 per day for each day until the employee is no longer required to be in isolation.
- 8.6 For the avoidance of doubt, an employee covered by clause 3.1(i) of this Agreement will receive a maximum allowance of \$150 per day under this clause.

9 INTERNATIONAL HOTEL QUARANTINE ARRIVAL (IHQA) ALLOWANCE

- 9.1 An employee covered by this Agreement undertaking duties referred to in clause 3.1(ii) of this Agreement is to be paid an allowance of \$150 per day for each day the employee is undertaking those duties.
- 9.2 Should an employee test positive to COVID-19 as a result of undertaking the duties referred to in clause 3.1(ii), the employee will continue to be paid the allowance of \$150 for each day until the employee is no longer required to be in isolation.



9.3 For the avoidance of doubt, an employee covered by clause 3.1(ii) of this Agreement will receive a maximum allowance of \$150 per day under this clause.

10 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 10.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 10.2 If a grievance or dispute arise about the application of this Agreement:
 - (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
 - In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to the Police Association Tasmania and management representatives; and
 - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 10.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 10.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *Industrial Relations Act 1984*, or any other relevant legislation or Tasmania Police process.

11 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment relating to the work within the scope of this Agreement.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

Commissioner of Police

Signed:

Name: Darren Leigh Hine

Date: 10 December 2020

SIGNED FOR AND ON BEHALF OF

Police Association of Tasmania

Signed:.....

Name:Colin Gordon Riley

Date:10 December 2020

