

Industrial Relations Act 1984
s 55 Industrial Agreement

INTERNATIONAL ARRIVAL AND HOTEL QUARANTINE AGREEMENT 2020

Between the

Minister administering the *State Service Act 2000*

and the

Community and Public Sector Union (State Public Services
Federation Tasmania) Inc.

The Australian Nursing and Midwifery Federation (Tasmanian
Branch)

The Health Services Union, Tasmania Branch



1 TITLE

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

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3 APPLICATION

3.1 This Agreement is made in respect of those employees covered by the *Tasmanian State Service Award, Health and Human Services (Tasmanian State Service) Award*, and the *Nurses and Midwives (Tasmanian State Service) Award* and relevant Agreements 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 Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc., the Australian Nursing and Midwifery Federation (Tasmanian Branch) and the Health Services Union, Tasmania Branch.



6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the *Health and Human Services (Tasmanian State Service) Award* and the *Nurses and Midwives (Tasmanian State Service) Award* or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 REMUNERATION

- 7.1 An employee covered by this Agreement will continue to be paid in accordance with their respective awards and industrial agreements 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 weekends, Holidays with Pay or periods of personal 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 weekends, Holidays with Pay or periods of personal 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;
- (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union 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 *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

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.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: 

Name: Jane Hanna

Date: 11/12/2020

SIGNED FOR AND ON BEHALF OF

The Australian Nursing and Midwifery Federation (Tasmanian Branch)

Signed: 

Name: Emily Shepherd

Date: 10/12/2020

SIGNED FOR AND ON BEHALF OF

The Health Services Union, Tasmania Branch

Signed: 



Name: Tim Jacobson.

Date: 11/12/2020.

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: [Signature]

Name: Thirza White

Date: 11/12/2020

