

Industrial Relations Act 1984
s 55 Industrial Agreement

POLICE OFFICERS DOMESTIC HOTEL QUARANTINE AGREEMENT 2021

Between the
Commissioner of Police
and the
Police Association of Tasmania



1 TITLE

This Agreement shall be known as the Police Officers Domestic Hotel Quarantine Agreement 2021.

2 INDEX

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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*, the *Police Officers Industrial Agreement 2018* and the *Police Officers International Arrival and Hotel Quarantine Agreement 2020*, who are undertaking duties on or after 8 January 2021:

- (i) at a Domestic 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.

3.2 For the purposes of this Agreement, a Domestic 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 1 Holyman Ave, Cambridge that is being operated under the name 'Travelodge Airport';
- (iv) situated at 28 Seaport Boulevard, Launceston that is being operated under the name 'Peppers Seaport Launceston';
- (v) situated at 140 N Fenton Street, Devonport that is being operated under the name 'Sunrise Devonport'; and
- (vi) any other premises declared to be a Domestic Hotel Quarantine site.

3.3 For the avoidance of doubt, a Police Officer who is covered by the Police Officers International Arrival and Hotel Quarantine Agreement 2020 is excluded from being covered by the Police Officers Domestic Hotel Quarantine Agreement 2021 for the same period, regardless of the fact that a site could be both an International Hotel Quarantine site and a Domestic Hotel Quarantine site.

4 DATE AND PERIOD OF OPERATION

This Agreement applies with effect from 8 January 2021 and will remain in force until 31 October 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 the *Police Officers International Arrival and Hotel Quarantine Agreement 2020*, 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 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 will not be disadvantaged as a result of undertaking those duties at a Domestic 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 DOMESTIC HOTEL QUARANTINE (DHQ) ALLOWANCE

- 8.1 The Domestic Hotel Quarantine (DHQ) Allowance is to be paid to employees undertaking duties at a Domestic 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 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 or periods of sick leave or carers leave during the period of their engagement at the Domestic Hotel Quarantine site.
- 8.4 At the conclusion of an employee's engagement at the Domestic 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 or 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 of this Agreement will receive a maximum allowance of \$150 per day under this clause.

9 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 9.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 9.2 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.
- 9.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 9.4 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.



10 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 the Agreement.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Commissioner of Police

Signed: D. Hine

Name: D. Hine

Date: 20/7/21

SIGNED FOR AND ON BEHALF OF

The Police Association of Tasmania

Signed: [Signature]

Name: Brian Gordon Riley

Date: 2 JULY 2021

