

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.712 of 1987

IN THE MATTER OF AN APPLICATION BY
THE TASMANIAN TRADES AND LABOR
COUNCIL FOR VARIATION OF ALL PUBLIC
AND PRIVATE SECTOR AWARDS AND
AGREEMENTS TO INCREASE ALL WAGES,
SALARIES AND ALLOWANCES BY 6.7
PERCENT AND TO VARY THE PRINCIPLES
TO CONFORM WITH THE DECISION OF THE
FULL BENCH OF THE AUSTRALIAN
CONCILIATION AND ARBITRATION
COMMISSION

ORDER -

No. 1 of 1987
(Consolidated)

AMEND THE SECURITY AND WATCHING SERVICES AWARD BY DELETING ALL CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

1. TITLE

This award shall be known as the "Security and Watching Services 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 beginning of the first full pay period to commence on or after 10 March 1987.

Provided that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the National Wage Case flow-on of 1987) that the unions undertake that for the period of the package they will not pursue any claims, award or overaward, except where consistent with the National Wage Case Principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Security and Watching Services Award (No. 2 of 1986 - Consolidated).

Provided further, 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 engaged in the industry specified in Clause 2 - Scope;
- (c) the Federated Clerks' Union of Australia (Tasmanian Branch) and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (d) the Federated Miscellaneous Workers Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (e) the Tasmanian Chamber of Industries up to and including 26 April 1987, and thereafter the Tasmanian Confederation of Industries; and
- (f) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

- (a) **"Afternoon shift"** - means a shift finishing after 6:00 p.m. and at or before midnight.
- (b) **"Casual Employee"** - means a person who is employed on a casual basis and shall include any person employed for a period not exceeding 5 days at any one time.
- (c) **"Early morning shift"** - means a shift commencing prior to 6:00 a.m.
- (d) **"Escort"** - means an employee accompanying cash or valuables in transit.
- (e) **"Gatekeeper"** - means an employee stationed at an entrance or exit whose principal duties shall include the control of movement of persons, vehicles, goods or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the relevant document or gate-pass and who also may have other duties to perform and shall include an area or door attendant at a commercial building.
- (f) **"Guard"** - means an employee stationed to ensure the safety of persons or property and shall include persons employed to check baggage at passenger terminals.
- (g) **"Night shift"** - means a shift finishing after midnight and at or before 8:00 a.m.
- (h) **"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.
- (i) **"Watchman"** - means an employee responsible for the security of individual premises.

8. WAGE RATES

Employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification.

	Per Week \$
1. Control room operator	284.90
2. Watchman/guard/gatekeeper/escort (as defined)	273.40
3. Mobile patrolman	282.30

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	13.30
If in charge of more than 10 employees	19.70

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 7 days leave to be consecutive with the leave prescribed in sub-clause (a) hereof.
- (c) Annual Leave Exclusive of Public Holidays

Where any holiday mentioned in Clause 23 - 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 6 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 29 - Termination 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%.

(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%, 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 2 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 sub-clause (e) above, shall be prohibited.

10. CASUAL EMPLOYMENT

A casual employee for working ordinary time shall be paid per hour one fortieth of the rate prescribed in Clause 8 - Wage Rates plus 20 per cent. Such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

A minimum term of engagement for a casual employee shall be not less than 3 hours.

11. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grand-father, grand-mother, 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 3 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 furthermore 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.

12. 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 85 cents per shift or period of duty.

13. GENERAL CONDITIONS

- (a) Firearms - An employee required to carry firearms shall be supplied by the employer with firearm, ammunition and the cost of the licence. If an employee is required to supply his/her own firearm he/she shall be paid 65 cents per week extra.
- (b) 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 4 hours at ordinary time rates less any reimbursements recoverable from the court.

14. HOURS

- (a) The ordinary hours of work shall be 40 per week worked in 5 consecutive days of 8 hours each.
- (b) Provided that the hours mentioned in sub-clause (a) of this clause may be varied by agreement between the employer, the employees and the Union.

15. 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.

16. LOCOMOTION

An employee required to provide a motor car shall be paid an allowance of 23 cents per kilometre.

17. MEALS AND MEAL ALLOWANCES

A meal break of 20 minutes shall be allowed to employees no later than 5 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 2 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 \$4.80.

18. MATERNITY LEAVE

- (a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (ii) Maternity leave shall mean unpaid maternity leave.
- (b) Period of leave and commencement of leave
 - (i) Subject to sub-clauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.
 - (ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
 - (iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
 - (iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.
 - (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (c) Transfer to a safe job

Where in the opinion of a duly qualified 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 shall, 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of sub-clauses (g), (h), (i) and (j) hereof.

(d) Variation of period of maternity leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, but the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of maternity leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special maternity leave and sick leave

- (i) 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
 - (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of sub-clauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this sub-clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (c), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity leave and other entitlements

Provided the aggregate of leave including leave taken pursuant to sub-clauses (c) and (f) hereof does not exceed 52 weeks:

(i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of maternity leave on employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to work after maternity leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee under this sub-clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Provided that nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

19 OVERTIME

- (a) Subject to sub-clause (b) hereof, for all time worked on a Saturday or in excess of 8 hours on any day Monday to Friday (excluding public holidays) the rate of pay shall be time and a half for the first 2 hours and double time thereafter.
- (b) For all overtime worked by shift workers on a Saturday, payment shall be made at the rate of double time for the first 11 hours and treble time thereafter.
- (c) An employee shall be expected to work a reasonable amount of overtime.
- (d) Call back - An employee called back to work after the completion of his/her shift shall be paid at the appropriate rate for a minimum of 3 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.

20. PAYMENT OF WAGES

Wages shall be paid not later than Thursday in each week and, wherever practicable, in the employer's time.

21. PREFERENCE OF EMPLOYMENT

Unless otherwise agreed, employees shall be financial members of the Federated Miscellaneous Workers' Union of Australia and an accredited official of the Union shall be allowed to interview employees on legitimate Union business during meal breaks.

22. 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.

23. 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 (as defined), the First Monday in November (where Hobart Regatta Day is not observed), Christmas Day, Boxing Day.

Payment for the holidays mentioned in sub-clause (a) of this clause 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 sub-clause shall be referred to the Secretary for Labour.

- (c) An employee who is rostered off on any of the paid holidays mentioned in sub-clause (a) of this clause 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.

24. 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.

25. SATURDAY, SUNDAY AND HOLIDAY WORK

- (a) Saturday - For all ordinary time of duty on a Saturday, payment shall be made at the rate of time and a half for the first 8 hours, double time for the next 3 hours and double time and a half thereafter.
- (b) Sunday - For all time of duty on a Sunday payment shall be made at the rate of double time for the first 11 hours and treble time thereafter.
- (c) Public holidays - For all time of duty on a public holiday as prescribed in Clause 23, payment shall be made at the rate of double time and a half for the first 11 hours and treble time thereafter.

26. SHIFT ALLOWANCES

For working shift work on any day, Monday to Friday (excluding public holidays) an employee shall be paid an allowance in addition to the rate prescribed in Clause 8 - Wage Rates as follows:-

- | | |
|---------------------------|-----|
| (a) Early morning shift | 15% |
| (b) Afternoon shift | 15% |
| (c) Night shift | 15% |
| (d) Permanent night shift | 30% |

27. 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.

28. SICK LEAVE

A person 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 80 hours per year.

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

The employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for work and as far as may be practicable, state the estimated duration of the absence.

Leave which has not been allowed as paid sick leave in any year shall accumulate from year to year and shall be allowed to any employee in a subsequent year, subject to the provisions herein prescribed without diminution of the sick leave prescribed for that year.

An employer shall not be required to make any payment in respect of sick 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.

29. TERMINATION OF EMPLOYMENT

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.

30. UNIFORMS

- (a) 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.
- (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.

