

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

**The Federated Miscellaneous Workers Union of Australia
Tasmanian Branch
(T.3129 of 1991)**

SECURITY INDUSTRY AWARD

**ORDER - No. 2 of 1991
(Consolidated)**

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

1. TITLE

This award shall be known as the "Security Industry 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 13 August 1991.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 30 October 1989) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Security and Watching Services Award No. 1 of 1990 (Consolidated), and No. 1 of 1991.

PROVIDED 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 employed in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:
 - (i) the Federated Clerks Union of Australia, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (ii) The Federated Miscellaneous Workers Union of Australia, Tasmanian Branch and the officers of that organisation and their members who are employed in the Industry specified in Clause 2 - Scope;
- (d) the following organisations of employers in respect of whom award interest has been determined:

- (i) the Retail Traders Association of Tasmania and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;
- (ii) the Tasmanian Confederation of Industries;
- (iii) the Tasmanian Chamber of Retailers and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope.

7. DEFINITIONS

`Afternoon shift` - means a shift finishing after 6.00pm and at or before midnight.

`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.

`Control room operator` - means an employee stationed in a control room monitoring alarms and/or operating radio communications and/or operating after hours telephone answering services.

`Early morning shift` - means a shift commencing prior to 6.00am.

`Guard` - means an employee stationed to ensure the safety of persons or property and shall include persons employed to check baggage at passenger terminals.

`Night shift` - means a shift finishing after midnight and at or before 8.00am.

`Part-time employee` - means an employee who is regularly engaged to work for less hours per day or week than those prescribed for full-time employees.

`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.

'Security Officer - Level 1' - is an employee who performs work to the level of his or her training.

Indicative of the tasks which an employee at this level may perform are the following:

- (a) watch, guard or protect persons and/or premises and/or property;
- (b) be stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
- (c) respond to basic fire/security alarms at their designated post;
- (e) in performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills.

'Security Officer - Level 2' - is an employee who performs work above and beyond the skills of an employee at Level 1 to the level of his or her training.

Indicative of the tasks which an employee at this level may perform are the following:

- (a) duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites; or
- (b) monitors and responds to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems);
- (c) the operation of a public weighbridge by a Security Officer appropriately licensed to do so;
- (d) may be required to perform the duties of Security Officer - Level 1.

`Security Officer - Level 3' - is an employee who performs work above and beyond the skills of an employee at Level 2 to the level of his or her training.

Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) the monitoring and operation of integrated intelligent building management and security systems terminating at a visual display unit or computerised printout which requires data input from the Security Officer;
- (b) a Security Officer, who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a Security Officer - Level 4 whilst undergoing training and gaining experience during the first 6 months of employment as such;
- (c) may be required to perform the duties of a Security Officer - Level 1 and Security Officer - Level 2.

`Security Officer - Level 4' - is an employee who performs work above and beyond the skills of an employee at Level 3, to the level of his or her training.

Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station;
- (b) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system;
- (c) the co-ordinating, monitoring or recording of the activities of Security Officers utilising a verbal communications system within a central station;
- (d) may be required to perform the duties of Security Officers at Levels 1, 2 and 3.

`Security Officer - Level 5' - is an employee who performs work above and beyond the skills of an employee at Level 4, to the level of his or her training, and co-ordinates the work of Security Officers working in a team environment within a central station.

PROVIDED that a Security Officer at any level is to perform duties incidental to the tasks of a Security Officer within the employee's level of skill, competence and training.

8. WAGE RATES

1. WAGES

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

	Per Week \$
1. Security Officer - Level 1	334.30
2. Security Officer - Level 2	343.80
3. Security Officer - Level 3	334.30
4. Security Officer - Level 4	346.60
5. Security Officer - Level 5	361.60

Leading Hands

Where an employee is appointed a leading hand he/she shall be paid the following rates extra per week:

If in charge of not less than 3 and not more than 10 employees	14.20
If in charge of more than 10 employees	21.10

2. SUPPLEMENTARY PAYMENTS

In addition to the weekly rate of pay prescribed in subclause 1. Wage Rates of this clause, employees shall receive the additional supplementary payments as listed below. Such payments shall be added to the weekly rate and shall be payable for all purposes.

	Supplementary Payment Per Week \$
Security Officer - Level 1	4.30
Security Officer - Level 2	5.40
Security Officer - Level 3	9.30
Security Officer - Level 4	8.90
Security Officer - Level 5	9.90

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 subclause (a) hereof.
- (c) Annual Leave Exclusive of Public Holidays
- Where any holiday mentioned in Clause 27 - 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 12 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 12 - Contract 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 subclause (e) hereof, shall be prohibited.

10. CASUAL EMPLOYMENT

A casual employee for working ordinary time shall be paid per hour one thirty-eighth 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.

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

PROVIDED that the minimum period of engagement may be varied by agreement between an employer and the union.

11. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, 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. CONTRACT OF EMPLOYMENT

- (a) 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.
- (b) The employer in the event of misconduct may suspend an employee without pay. The maximum period of suspension shall be one week. Should the employee not agree to the suspension the union may refer the matter to the Tasmanian Industrial Commission. If upon examination the Tasmanian Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term of or rescind the suspension.

Prior to the implementation of the suspension the matter shall be discussed with an official of the union, or written notification shall be provided to the union. Where written means of notifying the employer's intention is used the employer shall not implement the suspension until 24 hours after the union would reasonably have been expected to receive such notification.

PROVIDED that in exceptional circumstances the suspension may be implemented immediately.

13. DISPUTE SETTLEMENT PROCEDURES

The following procedure shall be observed in the resolution of all grievances and/or disputes which may arise:

- (a) Any grievance or dispute is to be first discussed between an employee and his immediate supervisor who shall endeavour to resolve the issue.
- (b) Should the matter remain unresolved following the discussions referred to in subclause (a) above the grievance and/or dispute shall be discussed between the Union Delegate and the appropriate employer representative.
- (c) In the event that the matter remains unresolved it may be referred to the Secretary of the Union or his nominated representative who shall discuss the matter with the employer who may elect to involve his industrial relations advisor.

- (d) Should the grievance or dispute remain unresolved it may be referred to the Tasmanian Industrial Commission for conciliation and/or arbitration.
- (e) Whilst the above procedure is being followed work shall continue normally.

14. 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 88 cents per shift or period of duty.

15. 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 67 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.

16. HOURS

- (a) The ordinary hours of work shall be an average of 38 per week to be worked in accordance with one of the methods set out in subclause (b) hereof.
- (b) Except as provided in subclauses (d) and (e) hereof the method of implementation of the 38-hour week may be agreed to be any of the following:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
 - (iii) by fixing one week day on which all employees will be off during a particular work cycle; or

- (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
- (c) On each site, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.
- (d) The employer and the majority of employees in the plant, business, section or sections concerned, may agree that the ordinary working hours are to exceed 8 on any day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (e) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (f) Agreements reached on the method of implementation of the 38-hour working week shall be recorded in writing and shall be signed by the employer and the employees concerned. The agreement document shall be kept as part of employment records and available for inspection in accordance with the provisions of the Industrial Relations Act 1984.
- (g) **Averaging of Payment**
Where the method of implementation adopted is in accordance with subclauses (b) (iii) and (iv) hereof, the wages paid each week for ordinary hours shall be paid so that in each week when 40 hours is worked 2 hours pay shall be kept in hand and paid to the employee in the pay week that the rostered day off occurs to enable an averaging of payments for ordinary time to occur.
- (h) Where an employer and employee/s concerned so agree, rostered days off may be accumulated to a maximum of 6 days in any year and taken at a mutually agreed time.

17. 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.

PROVIDED that each employee shall purchase their first licence by the employer deducting the cost of same from the employees' wages at a mutually agreed rate.

PROVIDED ALWAYS that if an employee leaves the employ of the employer within six months of the employer paying such licence and advertising fees, the employer may deduct pro rata from entitlements due to the employee on termination up to 50% of the said fees to a maximum of \$70.00. The maximum amount of deductions shall be reduced by \$12.50 for each completed month of service by the employee following the renewal.

18. LOCOMOTION

An employee required to provide a motor car shall be paid an allowance of 24 cents per kilometre.

19. 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 \$4.90.

PROVIDED that by agreement between the employer and the employee a meal break may be taken no later than 6 hours after the commencement of each shift. Where such agreement is reached, either party may withdraw from the agreement by giving one month's notice to the other party.

20. 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 subclauses (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 subclauses (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, by 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) he 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 subclauses (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 subclause 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 subclause (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 subclauses (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 subclause (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 subclause, 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 subclause 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.

21. OVERTIME

- (a) Subject to subclause (b) hereof, and subclauses (b) and (d) of Clause 16 - Hours; for all time worked on a Saturday or in excess of 8 hours on any day Monday to Friday (excluding public holidays) or before the time fixed for commencing work or after the time fixed for ceasing work 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) For the purposes of computing penalty rate payments herein prescribed the divisor to compute the hourly rate shall be 40 (38 as from 10 August 1988).
- (e) Call Back
 - (i) 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.
 - (ii) Provided that where the recall to work is for the purpose of:
 - (a) administrative procedures e.g. completion of workers compensation forms, reports on accidents or break ins etc; or
 - (b) disciplinary or counselling interviews;the minimum payment shall be 2 hours at the appropriate rate.
 - (iii) Provided that recall to work within one hour of ceasing ordinary time shall be treated as overtime and shall be computed from the time of ceasing ordinary work and shall not attract the minimum of 3 hours.

- (iv) An employee who is recalled to work and who during such recall receives a second or subsequent recall shall not be entitled to a second or subsequent minimum payment unless he/she has returned to his home before such second or subsequent recall.

22. PART-TIME EMPLOYEES

Part-time control room operators (as defined) and guards (as defined) may be employed for a minimum engagement of 3 hours per day.

Part-time employees other than control room operators (as defined) and guards (as defined) may be employed for a minimum of 4 hours per day or shift.

The minimum rate of pay that may be paid to part-time employees shall be one thirty-eighth of the weekly rate prescribed for full-time employees for each hour worked.

Part-time employees shall be entitled to receive on a pro rata basis annual leave, sick leave and public holidays.

23. PAYMENT OF WAGES

- (a) Wages shall be paid weekly or by agreement between the employer and the majority of the employees fortnightly wherever practicable in the employer's time.
- (b) Payment may be in cash, by cheque or by direct deposit to a nominated account at the discretion of the employer.
- (c) Waiting Time

An employer shall specify a time and place at which wages are to be paid. An employee kept waiting for his/her pay on payday beyond the time so specified shall be paid at overtime rates for the time he/she is kept waiting except where delay occurs for reasons beyond the employer's control.

24. 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.

25. PROBATIONARY EMPLOYMENT

- (a) A permanent employee shall be initially employed for a probationary period of 4 weeks from the date of commencement.
- (b) Where a probationary employee has not previously been engaged in the security and watching industry as a casual employee the employment may be terminated by the giving of one hours notice during the first 2 weeks of the probationary employment, or by the payment or forfeiture of one hours payment in lieu of such notice.
- (c) An employee previously engaged in the security and watching industry as a casual employee may be terminated on one hours notice during the first week of the probationary employment, or by the payment or forfeiture of one hours payment in lieu of such notice.

26. 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.

27. 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 subclause (a) hereof 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 subclause shall be referred to the Tasmanian Industrial Commission.

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

28. 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.

29. 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 27 - Public Holidays, payment shall be made at the rate of double time and a half for the first 11 hours and treble time thereafter.
- (d) In computing overtime payments prescribed in subclauses (b) and (c) hereof the divisor for calculating the hourly rate shall be 40 (38 from 10 August 1988).

30. SHIFT ALLOWANCES

- (a) 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:

- | | | |
|-------|-----------------------|-----|
| (i) | early morning shift | 15% |
| (ii) | afternoon shift | 15% |
| (iii) | night shift | 15% |
| (iv) | permanent night shift | 30% |
- (b) (i) Full-time and part-time employees may be engaged to work split shifts in which case a loading of 5% shall apply in addition to the shift loadings prescribed in subclause (a) hereof.
- PROVIDED** that the minimum period of each start shall be 3 hours.
- (ii) No shift worked in 2 periods shall exceed a spread of 14 hours from the first commencement.

31. 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.

32. SICK LEAVE

An employee 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 76 hours per year.

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

An employee as far as is practicable shall notify the employer 4 hours prior to the commencement of his/her rostered shift of the inability to attend for work and state the nature of the illness and the estimated duration of the absence.

An employee if notified by the employer of such requirement shall on the day before resuming work notify the employer of the intention to resume work.

Leave which has not been allowed as paid sick leave in any year shall accumulate from year to year and shall be allowed to an 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.

33. SUPERANNUATION

(a) Definitions

'**ARF**' means the Australian Retirement Fund established by Trust Deed and Articles on 11 July 1986.

'**Approved Fund**' means a superannuation scheme which is established in accordance with the Operational Standards for Occupational Superannuation schemes and has received preliminary listing from the office of the Occupational Superannuation Commissioner - Interim Group.

'**Union**' means The Federated Miscellaneous Workers' Union of Australia, Tasmanian Branch

'**Eligible employee**' means a full-time, part-time or casual employee employed by a Contract Security Employer and who has completed one calendar month's service with such employer.

'**Employer**' means a Contract Security Employer.

(b) Fund

(i) For the purpose of this award contributions made by Contract Security Employers in accordance with the provisions of subclause (c) - Contributions shall be paid to the Treasurer of ARF.

(ii) All Contract Security Employers bound by this award shall apply to become party to the ARF within one month of being bound to this award and shall become party to ARF upon the acceptance of the Trustees of that Scheme of an application to become a Participating Employer of ARF, duly signed and executed by that employer.

(iii) An employee shall become eligible to join ARF on the first day of the calendar month following commencement of employment.

(c) Contributions

- (i) Contributions shall be paid by Contract Security Employers on the following basis:
 - (1) For full-time employees, a payment of \$14.00 per week for each complete week employed.
 - (2) For casual and or part-time employees (as defined in the Security and Watching Services Award) a payment of 37 cents per hour with a minimum payment of \$2.80 per week for each week in which one shift or more is worked. Provided that the maximum amount payable by an employer shall be \$14.00 per week.
- (ii) Contributions will only be made in respect of eligible employees as defined provided that if a new employee was a member of ARF at his or her prior place of employment, no eligibility requirement shall apply.
- (iii) A pro rata deduction shall be made from the weekly contribution payable for an unauthorised absence of at least one day's duration.
- (iv) An employer, as defined, shall not be required to contribute during any periods of unpaid leave. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (v) Contributions shall be made for each calendar month an employer is a member of the scheme.

(d) Exemptions

- (i) Contract Security Employers of employees who are covered by a Superannuation Award or Agreement made pursuant to the Industrial Relations Act 1984 or the Conciliation and Arbitration Act 1904 shall be exempted from the provisions of this award.
- (ii) The employers set out hereunder who, by agreement with the Union, provide Superannuation under an approved Company Fund to employees, and who elect not to join ARF shall be exempted from the provisions of subclause (b) Fund, of this clause:

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(e) Area and Incidence

This clause shall apply to the employment of employees performing duties within the jurisdiction of the Security and Watching Services Award where such employees are employed by an employer in order to fulfil a contract to supply security services.

(f) Duration

This clause shall operate from the beginning of the first full pay period commencing on or after 1 September 1988.

34. UNIFORMS

(a) (i) 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.

(ii) A new employee other than a casual employee will be required to purchase their first uniform issue (which will remain the property of the employee - except insignia) provided that the maximum cost to the employee shall not exceed \$80.00.

Payment for such first uniform shall be by the deduction from the employee's wages an amount agreed between the employer and employee.

(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.

(c) Where the employer supplies the employee with waterproof clothing such clothing shall remain the property of the employer.

