

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.1159 of 1988

IN THE MATTER OF AN  
APPLICATION BY THE FEDERATED  
MISCELLANEOUS WORKERS UNION  
OF AUSTRALIA, TASMANIAN  
BRANCH TO VARY THE SECURITY  
AND WATCHING SERVICES AWARD.

COMMISSIONER R. K. GOZZI

HOBART, 2 September 1988

REASONS FOR DECISION

APPEARANCES:

For the Federated Miscellaneous Workers Union of Australia  
Tasmanian Branch - Mr. K. O'Brien

For the Tasmanian Confederation of Industries - Mr. T. J. Edwards

DATES AND PLACE OF HEARING:

03 March	1988	Hobart (mention only)
03 May	1988	Hobart
29 August	1988	Hobart

This matter concerned the variation of wage rates contained in the Security and Watching Services Award (the Award) by 4% for the second tier increase permitted by the Wage Fixing Principles .

Since the application by the Federated Miscellaneous Workers Union of Australia, Tasmanian Branch (the Union) was first made in February 1988 several hearings have been conducted by the Commission.

In the course of proceedings in the hearing conducted on 29 August 1988 Mr O'Brien for the Union was granted leave to amend the application to include a claim for 3% superannuation benefits for employees subject to the Award who are employed by Contract Security Employers.

Mr O'Brien thoroughly explained the cost offsets contained in Exhibits OB1 and OB2 which incorporate award and non award proposals for the justification for the granting of the increase sought.

The various offsets may be summarised as follows -

**Licence Fees:**

The current provisions in the Award stipulate the payment of security licence fees by the employer.

The new arrangement will be that each employee purchase their first licence by the employer deducting the cost of same from the employee's wages at a mutually agreed rate.

**Call Back:**

The current award provision of a minimum call back payment of 3 hours to be reduced to two hours where the recall to work is for the purpose of

(a) Administrative procedures eg completion of workers compensation forms, reports on accidents or break ins etc; or

(b) Disciplinary or counselling interviews.

**Part Time Employees:**

The minimum hiring period of 4 hours is proposed to be reduced to 3 hours.

**Payment of Wages:**

The offset proposed is to provide the employer with direction on method of payment of wages.

**Uniforms:**

The cost of the first uniform for employees other than casuals is to be met by the employee. The cost, to be deducted from wages, not to exceed \$80.

**Probationary Employment**

A new clause is proposed to enable probationary employment. In the event of termination one hours notice only may be given or alternatively payment in lieu of notice may be made.

**Dispute Settlement Procedures**

A "standard" type of disputes settling procedure is proposed including reference to the Tasmanian Industrial Commission in the event of any dispute remaining unresolved.

In addition to the aforementioned offsets the parties have exchanged letters on items concerning Care of Company Property, Enterprise Level Discussions aimed at improving work practices and on the introduction of New Technology.

Mr O'Brien commended the offsets to the Commission which he said have been the subject of long discussions between the parties.

Mr Edwards supported the submissions of Mr O'Brien. He emphasised that the parties had limited options for offsets available.

Mr Edwards said that the employers in this industry had no additional agenda items which they wished to be pursued as a trade off in this matter.

He requested that the Commission ratify the proposal put forward in support of the second tier increase.

**Decision:**

I am satisfied that a genuine attempt has been made to satisfy the Restructuring and Efficiency Principle.

The cost offsets are meaningful and whilst I would have liked a more detailed submission on costs, I understand the inherent difficulties.

Therefore as indicated in the proceedings, I endorse the proposed award variations and the intent of the exchange of letters as satisfying the requirements for the award of a 4% increase in wage rates.

**Operative Date:**

The operative date will be the beginning of the first full pay period commencing on or after 1 September 1988.

**Superannuation:**

The details in respect of this matter are succinctly set out in exhibit OB3 attached to this decision,.

Mr O'Brien indicated that the document follows that endorsed by the Victorian Industrial Relations Commission.

He said that Contract Security Employers were mainly national in character and that discussions on superannuation had taken place at a national level.

Mr Edwards supported the claim indicating that the matter has been outstanding since December 1987 because of difficulty in obtaining responses from his clients.

He consented with Mr O'Brien that the operative date be the beginning of the first full pay period commencing on or after 1 September 1988.

#### **Decision**

I have perused the documentation submitted and I am satisfied that all of the requirements for the granting of this claim have been met.

Accordingly the award will be varied as requested operative from the beginning of the first full pay period commencing on or after 1 September 1988.

My Order is attached.



APPENDIX TO SECURITY AND WATCHING SERVICES AWARD1. Arrangement

<u>SUBJECT MATTER</u>	<u>CLAUSE NO</u>
Arrangement	1
Definitions	2
Fund	3
Contributions	4
Exemptions	5
Area and Incidence	6
Duration	7

2. Definitions

- (a) "ARF" means the Australian Retirement Fund established by Trust Deed and Articles on 11 July 1986.
- (b) "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.
- (c) "Union" means The Federated Miscellaneous Workers' Union of Australia, Tasmanian Branch
- (d) "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.
- (e) "Employer" means a Contract Security Employer.

3. Fund

- (a) For the purpose of this award contributions made by Contract Security Employers in accordance with the provisions of Clause 4 - Contributions shall be paid to the Treasurer of ARF.
- (b) All Contract Security Employers bound by this award 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.



(ii)

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

#### 4. Contributions

- (a) Contributions shall be paid by Contract Security Employers on the following basis:
  - (i) For full time employees, a payment of \$12.50 per week for each complete week employed.
  - (ii) For casual and or part-time employees (as defined in the Security and Watching Services Award) a payment of 33 cents per hour with a minimum payment of \$2.50 per week for each week in which one shift or more is worked. Provided that the maximum amount payable by an employer shall be \$12.50 per week.
- (b) 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.
- (c) A pro-rata deduction shall be made from the weekly contribution payable for an unauthorised absence of at least one day's duration.
- (d) 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.
- (e) Contributions shall be made for each calendar month an employer is a member of the scheme.

#### 5. Exemptions

- (a) 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.

(iii)

- (b) 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 Clause 3, Fund, of this award:-

Chubb Australia Ltd - Electronic Security Division  
Wormald International (Aust) Pty Ltd

6. Area and Incidence

This Appendix 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.

7. Duration

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