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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T2105 of 1989

**IN THE MATTER OF AN APPLICATION BY
THE PLUMBERS & GASFITTERS
EMPLOYEES' UNION OF AUSTRALIA,
TASMANIAN BRANCH TO VARY THE
PLUMBERS AWARD**

RE: COST RELATED ALLOWANCES

ORDER -

No. 4 of 1989

AMEND THE **PLUMBERS AWARD** IN THE FOLLOWING MANNER:

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1. Clause 8 - Wage Rates - Division A - Plumbers Employed on Construction Work (As Defined) - subclause 1 - Wage Rates – delete paragraph (i) - Tool Allowance and insert in lieu thereof the following:-

"(i) Tool Allowance

Employees shall be paid for all purposes of this award an allowance of \$14.50 per week to compensate for the purchase and maintenance in efficient working order of all tools specified in this clause.

(i) Tools to be provided by the employee:

The employee will be obliged to provide and maintain the undermentioned tools in efficient working order.

(a) One pair each of the following:

150mm, 225mm and 300mm footprints; 250mm stillsons, multigrips or gas pliers; 200mm combination pliers; 250mm vice grip pliers; 200mm pincers; 250mm and 300mm straight snips; 175mm and 250mm curved snips; 200mm dividers.

(b) One set each of the following:

flat spanners - 6mm to 16mm; ring spanners - 6mm to 16mm; seaming tools - 6mm, 8mm and 10mm; keyhold saw and blades; wood bits - 6mm, 8mm, 10mm, 11mm, 16mm, 22mm, 25mm and 28mm.

(c) One each of the following:

250mm and 200mm screwdrivers; 285g tack hammer; 450g ball peine hammer; 680g claw hammer; 1.36kg gympie hammer; 250mm bevel square; 300mm set square; 450g and 565g soldering irons; 1 metre folding rule; line level 27.24kg string line; 450g plumb-bob and line; 300mm wood brace; handdrill to take up to 6mm drill; 13mm and 25mm wood chisels; 13mm x 19mm block and pin; 150mm and 300mm adjustable wrenches; 200mm and 300mm rasps and handles; hacksaw; 150mm ladle; 100mm taper turnpin; drawknife; shavehook; bent boxwood dresser; straight boxwood dresser; 600mm spirit level; boxwood bossing mallet; crocks expander for copper; bent bolt; pointing trowel; 3mm rivet set; basin spanner; centre punch; prick punch; nail bag; tool bag; padlock; plugging chisel; 6mm, 13mm and 19mm cold chisels; 10mm, 13mm and 25mm star drills and hollow punches.

Provided that an employee shall only be required to have available at any time those tools specified above as are necessary for the proper performance of the work or the job being done by him.

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(ii) **Tools and equipment to be provided by the employer**

Caulking-irons, drilling frame and chain; tap key; chain wrenches; files; grips or tongs of over 300mm in length; plumbing irons; ratchets; stocks; dies; drills for stone other than star drills; taps and drills for brass or iron threads; vices; blow lamps; L.P.G. kits or similar heating equipment.

If an employee is requested to provide any or all of the tools or equipment listed above he shall be paid by the employer an additional 10 cents per hour."

2. Conditions For Employees In Division A - Plumbers Employed On Construction Work Only (As Defined) - delete Clause 9 - Allowance For Distant Jobs and insert in lieu thereof the following:

"9. ALLOWANCE FOR DISTANT JOBS

(a) Qualification

An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from his usual place of residence that he cannot reasonably return to that place each night.

(b) Employee's Address

- (i) The employer shall obtain and the applicant shall provide the employer with a statement in writing of his usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle any employee to the provisions of this clause unless the employer agrees.
- (ii) The employee shall inform his employer in writing of any subsequent change in his usual place of residence.
- (iii) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

(c) Entitlement

Where an employee qualifies under subclause (a) of this clause the employer shall either:

- (i) provide the worker with reasonable board or lodging; or
- (ii) pay an allowance of \$246.40 per week of 7 days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$35.20 per day.

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Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Tasmanian Industrial Commission for determination;

- (iii) in circumstances prescribed in subclause (i) of this clause provide camp accommodation and messing, constructed and maintained in accordance with subclause (1) of this clause.

'Reasonable board and lodging' shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(d) Travelling Expenses

An employee who is sent by his employer or selected or engaged by an employer or agent to go to a job which qualifies him to the provisions of this clause shall not, be entitled to any of the allowances prescribed by Clause 17 - Fares and Travelling Allowances of this award for the period occupied in travelling from his usual place of residence to the distant job, but in lieu thereof shall be paid:

Forward Journey -

- (i) for the time spent in so travelling, at ordinary rates up to a maximum of 8 hours per day for each day of travel (to be calculated as the time taken by the usual travelling facilities);
- (ii) for the amount of a fare on the most common method of public transport to the job (bus; economy air), and any excess payment due to transporting his tools if such is incurred;
- (iii) for any meals incurred while travelling at \$6.00 per meal.

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his employment within 2 weeks of commencing on the job and who does not forthwith return to his place of engagement.

(e) Return Journey

An employee shall, for the return journey, receive the same time, fares and meal payments as provided in subclause (d) paragraph (1) of this clause together with an amount of \$10.60 to cover the cost of transporting himself and his tools from the main public transport terminal to his usual place of residence.

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Provided that the above return journey payments shall not be paid if the employee terminates or discontinues his employment within 2 months of commencing on the job, or if he is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(f) Departure Point

For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(g) Daily Fares Allowance

An employee engaged on a job which qualifies him to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the fares allowance prescribed by Clause 17 - Fares and Travelling Allowances of this award.

(h) Weekend Return Home

(i) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his representative, no later than Tuesday of each week, of his intention to return to his usual place of residence at the weekend and who returns to his usual place of residence for the weekend, shall be paid an allowance of \$18.00 for each occasion.

(ii) Paragraph (i) of this subclause shall not apply to an employee who is receiving the payment prescribed in subclause (c) paragraph (ii) of this clause in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in subclause (i) of this clause.

(iii) When an employee returns home for a weekend or part of a weekend and does not absent himself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in subclause (c) paragraph (ii) of this clause shall be made.

(i) Construction Camps

(i) Camp Accommodation

Where an employee is engaged on the construction of projects which are located in areas where reasonable board and lodging as defined in subclause (c) of this clause is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with subclause (1) of this clause.

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(ii) Camping Allowance

An employee living in a construction camp where free messing is not provided shall receive a camping allowance of \$66.50 for every complete week he is available for work. If required to be in camp for less than a complete week he shall be paid \$12.90 per day including any Saturday or Sunday if he is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday or Sunday.

(iii) Camp Meal Charges

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

(j) Rest and Recreation

(i) Travel

An employee who proceeds to a job which qualifies him to the provisions of this clause, may after 2 months continuous service thereon and thereafter at 3 monthly periods of continuous service thereon, return to his usual place of residence at the weekend. If he does so he shall be paid the amount of a bus fare to the bus station nearest his usual place of residence on the pay day which immediately follows the date on which he returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after expiration of any such period of 2 or 3 months as hereinbefore mentioned, then the provisions of this subclause shall not be applicable.

(ii) Limitation of Entitlement

The entitlement shall be availed of as soon as reasonably practical after it becomes due and shall lapse after a period of 2 months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date 2 months later. (Proof of such written notice shall lie with the employer).

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(iii) Service Requirements

For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause or as prescribed in Clause 11 - Annual Leave, subclause (f) of this award.

(iv) Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

(v) Non-payment in Lieu

Payment of fares and leave without pay as provided for in this subclause shall not be made unless availed of by the employee.

(k) Termination

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

(l) Construction Camp Standards

(i) Construction camps, as referred to in subclause (i) of this clause shall comply with the following standards:

- (a) the camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per man and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefore, a seat and a wardrobe for each person;
- (b) each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room;
- (c) except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan;
- (d) provision shall be made in the camp for reasonable washing facilities, including hot and cold showers. Reasonable provision shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provision shall be

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made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing shall be made available by the employer with provision for a choice of meals.

- (ii) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the Union shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Tasmanian Industrial Commission.

(m) Alternative Paid Day Off Procedure

By agreement, the paid rostered day off as prescribed in Clause 19 - Hours of Work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in Clause 11 - Annual Leave, or at the end of the project, or on termination whichever comes first."

3. Conditions For Employees In Division A - Plumbers Employed On Construction Work Only (As Defined) - delete Clause 15 - Damage To Clothing Or Tools and insert in lieu thereof the following:

"15. DAMAGE TO CLOTHING OR TOOLS

Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

An employee shall be reimbursed by his employer to a maximum of \$844.00 for loss of tools by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided for in this award.

Employees' tools are to be kept in a locked box and -

- (i) only tools used by the employee in the course of his employment shall be subject to the provisions of this clause;
- (ii) the employee shall if requested furnish the employer with a list of tools so used."

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4. Conditions For Employees In Division A - Plumbers Employed On Construction Work Only (As Defined) - delete Clause 17 - Fares And Travelling Allowances and insert in lieu thereof the following:

"17. FARES AND TRAVELLING ALLOWANCES

Compensation for travel patterns, mobility requirements of employees and nature of employment in the construction work covered by this award.

(a) Metropolitan Radial Areas

The following fares allowance shall be paid to employees for travel patterns and costs peculiar to the industry which includes mobility requirements of employees and the nature of employment on construction work.

Radii and Fares -

the radius shall be 30 kilometres and the fares shall be \$5.50 + 1/4 hourly rate per day.

(b) Other Radial Areas

The allowance defined in subclause (a) of this clause shall be paid for work performed by employees employed on a distant job as defined in Clause 9 - Allowance for Distant Jobs of this award, when the work is carried out from the place where, with the employer's approval, the employee is accommodated for the distant job, in accordance with the following radii.

(c) Country Radial Areas

An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the areas mentioned in subclause (a) of this clause for the purpose of engaging in construction work therefrom shall in respect to employees engaged for work for that establishment pay the allowance therein mentioned for work located within a radius of 30 kilometres from the post office nearest the establishment.

Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated residence shall be the establishment that shall be taken into account, and employees shall be entitled to the provisions of subclause (d) of this clause when travelling to a job outside the radial area of the establishment nearest his residence.

(d) Travelling Outside Radial Areas

Where an employee travels daily from inside any radial area mentioned in subclause (a) of this clause to a job outside that area, he shall be paid:-

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- (i) the allowance prescribed in subclause (a) of this clause;
- (ii) in respect of travel from the designated radius to the job and return to that radius:-
 - (a) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on-site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
 - (b) any expenses necessarily and reasonably incurred in such travel, which shall be 26c per kilometre and where the employee uses his own vehicle.

Residing Outside Radial Areas

An employee on such a job whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of (ii) above, but not (i) above.

Further provided that particular projects under construction at 31 August 1979, shall have the fares and travelling arrangements operating at the time continue through the completion of the project, and that the concept of uniform fares and travelling allowances shall continue.

(e) Travelling Between Radial Areas

The provisions of subclause (d) of this clause shall also apply to an employee who is required by the employer to travel daily from one of the areas mentioned in subclauses (a) and (c) of this clause to an area, or another area, mentioned in subclauses (a) and (c) of this clause.

(f) Provision of Transport

The allowances prescribed in this clause except the additional payment prescribed in subclauses (d) and (e) of this clause shall not be payable on any day which the employer provides or offers to provide transport free of charge from the employee's home to his place of work and return, provided that any transport supplied is equipped with suitable seating accommodation and is covered when necessary so as to be weatherproof.

(g) Work in Fabricating Yard

When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on site, the provisions of this clause shall apply.

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(h) Requirement to Transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

(i) Transfer During Working Hours

An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer shall be paid reasonable costs of fares by the most convenient public transport between such sites.

Provided that where an employer requests an employee to use his own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 47c per kilometre.

(j) Daily Entitlement

The travelling allowance prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work.

(k) Continuation of Practice

The provisions of subclauses (a), (b) and (c) of this clause shall continue to apply to employees working at any workshop yard or depot (either presently or future existing) in the same manner as applied prior to 31 August 1979.

(l) Apprentices

An apprentice's entitlement to allowances prescribed under subclause (a) of this clause shall be in accordance with the following scale:-

- on first year rate - 75 per cent of amount prescribed
- on second year rate - 85 per cent of amount prescribed
- on third year rate - 90 per cent of amount prescribed
- on fourth year rate - 95 per cent of amount prescribed

The foregoing amounts shall be calculated to the nearest 5c, 2c and less to be disregarded."

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5. Conditions For Employees In Division A - Plumbers Employed On Construction Work Only (As Defined) - delete Clause 23 - Meal Allowance and insert in lieu thereof the following:

"23. MEAL ALLOWANCE

When an employee is required to work overtime in excess of 1 hour and has not been given notice of same on the previous working day, such employee shall be allowed an extra amount of \$6.00."

6. Conditions For Employees In Division B - Weekly Hire Employees delete Clause 47 - Tools And Tool Allowance and insert in lieu thereof the following:

"47. TOOLS AND TOOL ALLOWANCE

- (a) The provision of tools by the employer for the use of employees shall be as follows:
 - (i) in respect of employees referred to in Clause 8 - Wage Rates, Division B - Weekly Hire Employees, subclause 2 - Plumber (other than employees engaged on Construction Work as defined), the employer shall provide metal pots, mandrel, long dummies, stocks and dies, for iron, copper and brass pipes, cutters, tongs, grips, files over 12 inches in length, vices, taps,- drills, ratchets, cramps, caulking tools, hacksaw blades, chain wrenches, tap key, welding and bracing outfits, goggles where necessary, and all shop tools;
 - (ii) in respect of employees referred to in (Clause 8 - Wage Rates, Division B - Weekly Hire Employees, subclause 1 - Sheetmetal Worker), the employer shall provide for their use all tools necessary for the performance of their work.
- (b) Employees referred to in Clause 8 - Wage Rates, Division B - Weekly Hire Employees, subclause 2 - Plumber (other than employees engaged on Construction Work as defined), shall be paid an allowance of \$14.50 per week for the provision and maintenance of a kit of working tools as listed in subclause (d) of this clause.
- (c) The provision of subclauses (a) and (b) of this clause shall apply also to apprentices performing the classifications of work respectively referred to therein.
- (d) List of tools to be supplied by employees –

6" footprints	1 bossing stick
12" footprints	1 bossing mallet
14" to 18" stillsons	8" dividers
3ft. rule and/or 1 metre	24" spirit level
1 key hole saw and blades	1 pair pliers
Combination set small screwdrivers	
10" screwdriver	1 pair multigrips
16" screwdriver	1 grooving tool

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10" bevel square
12" straight snips
1 lb ball peine hammer
24oz soldering iron
Plumb bob and line
Wood chisels 1", $\frac{3}{4}$ " and $\frac{1}{2}$ "
Penknife
8" rasp and handle
1 straight flat dresser
1 only pair curved snips 7"
or wiess snips
1 only pair curved snips 10"
or wiess snips
100ft. nylon line
Cold chisels $\frac{1}{4}$ ", $\frac{1}{2}$ " and 1"
1 plugging chisel
Star Drills $\frac{5}{8}$ " and 1"

Hand drill to take $\frac{1}{4}$ "
12" crescent spanner
10" crescent spanner
6" crescent spanner
Basin spanner"

1 rattail file
1 $\frac{1}{2}$ " round file
1 flat file
12" wood brace
Set wood bits $\frac{5}{8}$ ", $\frac{7}{8}$ " and $1\frac{1}{4}$ "
1 crox tool
1 pointing trowel
Rivet set $\frac{3}{16}$ "
3lb. Gympie hammer
Flaring tool $\frac{1}{8}$ " - $\frac{3}{4}$ "
1 centre punch
12" hacksaw frame
1 prick punch
1 nail punch
Bending Springs $\frac{1}{2}$ ", $\frac{5}{8}$ " and $\frac{3}{4}$ "
1 nail pocket
Tool box and lock to the value of
\$20.00
Pad saw
1 handsaw (general purpose)
1 claw hammer
1 set Allen keys

OPERATIVE DATE:

The foregoing variations shall take effect as from the first full pay period to commence on or after 17 August 1989.

R.J. Watling
COMMISSIONER

14 September 1989