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TRANSCRIPT OF PROCEEDINGS

O/N 9600

TASMANIAN INDUSTRIAL COMMISSION

DEPUTY PRESIDENT R.J. WATLING

T No 10960 of 2003

CATHOLIC EDUCATION AWARD

Application pursuant to the provisions of section 23(2)(b) of the Industrial Relations Act 1984 by the Tasmanian Catholic Education Employees' Association to vary the above award re Part IV - allowances, Clause 1 - Cost related allowances, (a) meal money in accord with the Wage Fixing Principles as applied to T10928 of 2003

HOBART

9.30 AM, TUESDAY, 29 JULY 2003

PN1

THE DEPUTY PRESIDENT: Could I take appearances, please?

PN2

MS A. BRIANT: I appear for the Tasmanian Catholic Education Employees' Association.

PN3

MS J. THOMAS: I appear on behalf of the Tasmanian Chamber of Commerce and Industry Limited.

PN4

THE DEPUTY PRESIDENT: Thank you. Ms Briant, you are going to bat, are you?

PN5

MS BRIANT: Yes, Deputy President. Could I just initially seek an amendment to include Part V of the Catholic Education Award - Part V Hours of Working Overtime, Clause 4 overtime, subclause (f) which includes a reference to a meal allowance?

PN6

THE DEPUTY PRESIDENT: Yes. I think that was missed out last time, if I remember correctly.

PN7

MS BRIANT: Yes. These things are kind of hidden, aren't they - very hard to find sometimes. So, Deputy President, the parties come before you today in agreement and recommend that the Catholic Education Award T9033/2000 Part IV allowances, clause 1 cost related allowances, subclause (a) meal, subclause (1) be amended in accordance with the wage fixing principles and also part 5, hours of work and overtime, clause F overtime meal allowance, also be amended. So the first amendment is to read:

PN8

Where an employee is required by the employer to continue in attendance for a period greater than 1.5 hours, 90 minutes, after normal finishing time the employer shall provide either a meal or the appropriate meal allowance of \$12.30.

PN9

And in relation to Part V, This is to read:

PN10

An employee required to work overtime for more than 1.5 hours shall either be supplied with an adequate meal by the employer or be paid meal money of \$12.30.

PN11

And the commencement date of this variation shall be the first pay period on or after 1 August 2003.

PN12

THE DEPUTY PRESIDENT: Good, thank you. Ms Thomas?

PN13

MS THOMAS: Yes. Our organisation consents to the application sought by the union today as amended and we submit that the application is in accordance with the wage fixing principles with these matters arising from some matters arising out of draft orders in the past, so those matters are now corrected and we have agreed on the way forward.

PN14

THE DEPUTY PRESIDENT: Right. So this makes out a good case for the parties drawing the orders in future for State wage cases?

PN15

MS THOMAS: Certainly see the benefits of some co-operation in that area and - - -

PN16

THE DEPUTY PRESIDENT: No, that wasn't my question - the parties drawing the orders?

PN17

MS THOMAS: Well, that was done some time ago and as you know there were some problems even in that process.

PN18

THE DEPUTY PRESIDENT: So it was a worse process than the process that is currently being - - -

PN19

MS THOMAS: It probably is, yes, in some respects.

PN20

THE DEPUTY PRESIDENT: Right. Well, I can indicate that I will approve the amendment to the award. It is consistent with the wage fixing principles; it is also consistent with the Full Bench decision arising out of the State wage case and I will issue the orders in due course. It will be operative from the first full pay period to commence on or after 1 August. That concludes this matter, thank you.

ADJOURNED INDEFINITELY