

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.1051 of 1987

**IN THE MATTER OF AN APPLICATION BY
THE AUSTRALIAN TIMBER WORKERS'
UNION TO VARY THE TIMBER MERCHANTS
AWARD**

RE: SUPERANNUATION

ORDER BY CONSENT -

No. 2 of 1988

THE TIMBER MERCHANTS AWARD IS AMENDED IN THE FOLLOWING MANNER:

AMEND THE TIMBER MERCHANTS AWARD AS FOLLOWS:

Insert immediately following Clause 39 - Sick Leave the following new clause -

"39A. SUPERANNUATION

(a) Definitions

(i) `Employee` means an employee who is eligible to be a member of the union.

(ii) `The Fund` shall mean:

(1) The Timber Industry Superannuation Scheme (TISS) as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or

(2) An alternative superannuation scheme existing and conforming to the Commonwealth Government's operational standards for occupational superannuation and which is agreed to by the union. Such agreement shall be in writing and signed by the employer and the union where both parties shall hold on record a copy of the agreement. Any dispute arising in relation to this issue shall be referred to the Tasmanian Industrial Commission for determination.

(iii) `Ordinary time earnings` means the award classification rate (including supplementary payments where relevant), overaward payments and shift work loadings (where relevant).

In relation to piecework employees, `ordinary time earnings` shall mean the base rate plus 25%.

(iv) `Union` means The Australian Timber Workers' Union.

(b) Employer Contribution to Superannuation

(i) Quantum of contributions and dates of operation

Subject to the rules of the Fund, the employer shall contribute to the Fund in respect of each employee who is a member of the Fund an amount in accordance with the following scale:

- (1) From the first pay period to commence on or after 14 March 1988 -

1.5% of ordinary time earnings calculated to the nearest 10 cents.

- (2) From the first pay period to commence on or after 1 July 1988 contribution to the Fund will be increased by -

1.5% of ordinary time earnings calculated to the nearest 10 cents.

- (ii) In circumstances where an employer becomes bound by the Fund after the prescribed operative dates for contribution, such dates shall be read so as to not take effect prior to the date from which the employer is bound to the Fund.

(c) Unpaid Absences

An employee shall not be required to make a contribution on behalf of an employee who is absent from work without pay and the employer's contribution in any week on behalf of such an employee will be reduced by a proportionate amount.

(d) Waiting Period

- (i) The employer shall only be required to make contributions in accordance with subclause (b) of this clause on behalf of employees who have served the company continuously for a period of one month. Once employees have completed the one month waiting period, they shall be eligible to have contributions to the Fund paid on their behalf, in accordance with subclause (b) of this clause, from the date of their engagement with the employer.

- (ii) In relation to support staff the prescribed contribution will become payable following the completion of 76 hours or more work each month.

(e) Employee Contributions

- (i) Subject to the rules of the Fund, employees may contribute to the Fund in addition to the contributions being paid pursuant to subclause (b) of this clause. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.
- (ii) Additional employee contributions to the Fund forwarded by the employer at the employees' request shall be subject to the following conditions:-
- (1) The amount of contributions shall be expressed in whole dollars.
 - (2) Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of 3 months written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.

(f) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the Fund in respect of any period beyond the last day of employment.

(g) Employer Bound by Other Schemes

If at any time the employer becomes bound by an award of any industrial tribunal or by legislation to contribute to another superannuation scheme other than the Fund, then the employer's liability to make employer contributions in respect of that eligible employee shall be reduced by the amount of the contribution the employer makes or is required by the award or registered industrial agreement or legislation to make to the other scheme from the date the employer makes or becomes bound to make payments to the other scheme."

DATE OF OPERATION

The foregoing variations take effect from the first pay period to commence on or after 14 March 1988.

