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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

Tasmanian Confederation of Industries
(T3813 of 1992)

The Association of Professional Engineers and Scientists, Australia, Professional Engineers Branch, Tasmania
(T.3906 of 1992)

PROFESSIONAL ENGINEERS (PRIVATE INDUSTRY) AWARD

Scope – Third Minimum Rates Adjustment – Annual Leave Loading – Vehicle Allowance

ORDER -

No. 2 of 1992
(Consolidated)

AMEND THE **PROFESSIONAL ENGINEERS (PRIVATE INDUSTRY) AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

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1. TITLE

This award shall be known as the "Professional Engineers (Private Industry) Award".

2. SCOPE

This award applies to the whole of Tasmania to any person or persons, or class of persons employed in performing engineering duties as hereinafter defined but not including:

Professional Engineers employed in Federal or State Government departments or instrumentalities, or Local Government authorities; or the Marine Board of Hobart, the Port of Launceston Authority, Port of Devonport Authority, the Burnie Port Authority, or professional engineers falling within the scope of the Metal and Engineering Industry Award.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation on the first full pay period commencing on or after 19 August 1992.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 3 of 1991 (Consolidated), No. 4 of 1991 and No. 1 of 1992.

PROVIDED that no right, obligations 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 Organization or not) who employ persons in the occupation specified in Clause 2 Scope;

(b) all employees (whether members of a Registered Organization or not) who are employed in the occupation specified in Clause 2 Scope;

(c) the following organisation of employees in respect of whom award interest has been determined:

the Association of Professional Engineers and Scientists, Australia, Professional Engineers' Branch, Tasmanian, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

(d) the following organisation of employers in respect of whom award interest has been determined:

the Tasmanian Confederation of Industries.

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7. DEFINITIONS

'Professional engineering duties' shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a Graduate member of The Institution of Engineers, Australia, or a Corporate Member of the Institution of Radio and Electronics Engineers Australia.

'Professional engineer' shall mean an adult person qualified to carry out professional engineering duties as above defined. The term 'professional engineer' shall embrace and include 'qualified engineer' and 'experienced engineer' as hereinafter defined.

'Qualified engineer' shall mean a 'professional engineer' other than an 'experienced engineer' as hereinafter defined, that is, it shall mean a person who is or is qualified to become a Graduate member of The Institution of Engineers, Australia.

'Non graduate' shall mean a 'Qualified Engineer' who is not a 'Graduate' as hereinafter defined.

'Graduate' shall mean a 'qualified engineer' who is the holder of a University Degree (4 or 5 years course) recognised by The Institution of Engineers, Australia or is the holder of a degree, diploma or other testamur which:

(a) has been issued by a Technical University, an Institute of Technology, a European Technical High School (Technische Hochschule) or Polytechnic, or other similar educational establishment; and

(b) is recognised by the Institution as attaining a standard similar to a University degree; and

(c) has been issued following:

  (i) a course of not less than four years' duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian University; or

  (ii) a part-time course of sufficient duration to attain a similar standard as a four years' full-time course, after a similar standard of secondary education.

'Experienced engineer' shall mean a 'professional engineer' with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a Member of The Institution of Engineers, Australia.

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The aforesaid qualifications are as follows:

(a) that he is a Member of the said Institution; or

(b) that he, having graduated in a four-year or a five-year course at a University recognised by The Institution of Engineers, Australia, has had five years' experience on professional engineering duties since becoming a 'qualified engineer', or

(c) that he, not having so graduated, has had six years of such experience.

8. SALARIES

(a) The minimum annual salaries payable for the performance of professional engineering duties as defined shall be:

	Base Rate $	Supplementary Payment $	Award Salary $
Level 1 - Graduate Engineer	25835	1480	27315
Level 2 - Experienced Engineer	32581	1331	33912
Level 3 - Professional Engineer	37600	905	38505
Level 4 - Professional Engineer	44207	844	45051

PROVIDED that:

(i) the rate shown above for a Graduate Engineer is the rate that applies when he or she first commences in the workforce;

(ii) the competence and salary of a Level 1 engineer will be reviewed at lease annually;

(iii) in instances where the review confirms that the competence and skill of a Level 1 engineer has increased, the engineer's salary shall be increased by an amount of not less than 5% of the pre-existing salary.

(b) Work Level Descriptions

Level 1 - Graduate Engineer

An engineer at this Level performs professional engineering tasks and/or undertakes minor engineering projects to established engineering principles, techniques and methods. These activities are performed under professional supervision.

It is expected that a Level 1 engineer will be provided with work and training opportunities that make possible the progressive acquisition of skills and competence.

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Level 2 - Experienced Engineer

Following development through Level 1, a Level 2 engineer is an experienced engineer who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

Level 3 - Professional Engineer

A Level 3 Professional Engineer performs duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the professional engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The professional engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities, and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The professional engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in specialty engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed - professional engineering guidance may be available.

The professional engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

Level 4 - Professional Engineer

A Level 4 Professional Engineer is required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of engineering, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

(i) initiates or participates in short or long range planning and makes independent decisions on engineering policies and procedures within an overall program;

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(ii) gives technical advice to management and operating departments;

(iii) may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

(iv) co-ordinates work programmes; and

(v) directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority or technical control over a group of professional staff, in both instances engaged in complex engineering applications.

9. ANNUAL LEAVE

(a) On completion of each 12 months' continuous service a professional engineer shall be entitled to four weeks' annual leave, exclusive of public holidays, paid at his normal rate of remuneration as defined in (b) hereof. Such leave shall be granted by the employer on the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the professional engineer is employed.

(b) For the purpose of this clause, in the expression "normal rate of remuneration":

(i) **'normal rate'** shall mean the rate payable to the professional engineer immediately prior to proceeding on leave or the average rate payable to the professional engineer over the three months immediately prior to proceeding on leave, whichever is the greater, and

(ii) **'remuneration'** shall mean the salary prescribed by this award under Clause 8, together with all extraneous payments prescribed by this award.

PROVIDED that monies paid pursuant to Clauses 16 – Holidays, subclause (b)(i) and 14 – Equipment and Special Clothing of this award in respect of overtime worked and fares and travelling allowance shall not be taken into account for the purpose of this clause.

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10. ANNUAL LEAVE LOADING

In respect of annual leave a professional engineer shall be paid a loading calculated at the rate of 17.5 per cent of his entitlement under Clause 9 – Annual Leave of this award.

PROVIDED that:

(a) in no case shall there be an entitlement to an amount in excess of the Australian Bureau of Statistics' Average Weekly Earnings per employed male unit (Catalogue No. 6302.0, Full-time adults, ordinary time earnings, Tasmania) for the September quarter of the year preceding the year in which the date of the accrual of the annual leave falls; such average weekly earnings being as at the 1991 September quarter $576.90.

(b) no loading shall be payable under this clause on termination of employment.

(c) professional engineers and their employers may mutually agree on an arrangement other than the loading provided in this clause - such arrangements to stand in place of the loading. In no case shall the arrangement made under this provision give a value of less than the value of the loading.

11. BEREAVEMENT LEAVE

A professional engineer shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the professional engineer's husband, wife, father, mother, brother, sister, parents-in-law, child or stepchild. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father and mother and stepfather and mother.

PROVIDED further, a professional engineer shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside of Australia of the professional engineer's husband, wife, father, or mother and where such professional engineer travels outside of Australia to attend the funeral.

12. DISCLOSURE OF QUALIFICATIONS

(a) A professional engineer who is employed in or who is an applicant for employment covered by this award shall if and when required so to do by his employer or an employer to whom he has applied for employment produce to his employer or that employer written evidence that he possesses or has acquired the qualifications of qualified engineer or experienced engineer (as the case may be).

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(b) Where a professional engineer has failed to produce to his employer or to an employer to whom he has applied for employment written evidence that he possesses or has acquired the qualifications of qualified engineer or experienced engineer (as the case may be) and subsequently claims to be entitled to payment at the rate prescribed by this award for his employment by that employer in respect of any period during which he has failed to produce that evidence it shall be a defence to the employer if the employer establishes that during the said period the employer did not know and had no reason to believe that the professional engineer possessed or had acquired the qualifications of qualified engineer or experienced engineer (as the case may be).

13. ENTERPRISE AGREEMENTS

(a) Notwithstanding anything contained in this Award but subject to the provisions of this clause, an agreement may be entered into between an employer and all or some of the employees engaged by that employer.

(b) An agreement shall be subject to the following requirements:

(i) The majority of employees affected by the change must genuinely agree to the change.

(ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the Award.

(iii) The relevant union shall be advised by the employer of their intention to commence discussions with employees on an agreement under this clause.

(iv) The relevant union must be a party to the agreement.

(v) The relevant union or unions shall not unreasonably oppose any agreement.

(c) Any enterprise agreement shall be signed by the parties, being the employer and the union, and contain the following:

(i) The term of the agreement.
(ii) The parties covered by the agreement.
(iii) The classes of employees covered by the agreement.
(iv) The means by which a party may retire from the agreement.
(v) The means by which the agreement may be varied.
(vi) Where appropriate, the means by which any dispute arising in respect of the agreement may be resolved.

(d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

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14. EQUIPMENT AND SPECIAL CLOTHING

Except where a professional engineer elects to provide his own equipment and special clothing he shall be provided free of cost all such equipment and special clothing reasonably required for the adequate discharge of his duties. Provided that such equipment or clothing shall remain the property of the employer.

15. FARES, TRAVELLING EXPENSES AND TRAVELLING TIME

A professional engineer shall be reimbursed all reasonable expenses incurred while travelling on his employer's business, including where appropriate excess travelling time not provided for by Clause 17 – Hours of Duty, subclause (b).

16. HOLIDAYS

(a) A professional engineer shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day - or such other days as are generally observed in a locality as a substitute for any of the said days respectively. Provided that if the majority of employees in the particular establishment is entitled to a holiday on any day or days other than the days specified herein, a professional engineer shall be also entitled to a holiday on such day or days.

(b) All work performed on a public holiday shall be deemed to be work in excess or outside of normal hours of duty and shall be paid or compensated for in accordance with Clause 17 – Hours of Duty, subclause (b) of the award.

17. HOURS OF DUTY

(a) The ordinary hours of duty of a professional engineer shall not exceed the normal hours of duty as are applicable from time to time to the majority of employees in the particular establishment in which he is employed.

(b) An employer shall compensate a professional engineer for all authorised time worked regularly in excess of normal hours of duty by:

(i) payment of the same penalty rate and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the professional engineer is employed; or

(ii) taking this factor into account in the fixation of annual remuneration; or

(iii) granting special additional remuneration; or

(iv) granting other compensation such as special additional leave;

as may be mutually agreed.

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18. 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) A professional engineer shall include a part-time professional engineer but shall not include a professional engineer 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) A professional engineer 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) A professional engineer 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 professional engineer may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

(v) A professional engineer 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.

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(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 professional engineer make it inadvisable for the professional engineer to continue at her present work, the professional engineer 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 professional engineer may, or the employer may require the professional engineer 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 sub-clauses (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 professional engineer 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 professional engineer 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 a professional engineer terminates other than by the birth of a living child.

(ii) Where the pregnancy of a professional engineer then on maternity leave terminates other than by the birth of a living child, it shall be the right of the professional engineer 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 professional engineer to the employer that she desires to resume work.

(f) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a professional engineer not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(a) she 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

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(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 a professional engineer 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 sub-clauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) A professional engineer 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 a professional engineer who was transferred to a safe job pursuant to sub-clause (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 professional engineer 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 leave entitlements

Provided the aggregate of leave including leave taken pursuant to sub-clauses (c) and (f) hereof does not exceed 52 weeks;

(i) A professional engineer 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 absences under this award (excluding annual leave), shall not be available to a professional engineer 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 a professional engineer but shall not be taken into account in calculating the period of service for any purpose of an award.

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(i) Termination of employment

(i) A professional engineer 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 a professional engineer 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) A professional engineer 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) A professional engineer, 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 a professional engineer who was transferred to a safe job pursuant to sub-clause (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 professional engineer 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 Professional Engineers

(i) A replacement professional engineer is a professional engineer specifically engaged as a result of a professional engineer proceeding on maternity leave, provided however that a replacement professional engineer does not have to fill the job vacated by the professional engineer proceeding on maternity leave.

(ii) Before a professional engineer engages a replacement professional engineer under this sub-clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the professional engineer who is being replaced.

(iii) Before an employer engages a person to replace a professional engineer temporarily promoted or transferred in order to replace a professional engineer 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 professional engineer who is being replaced.

(iv) Provided that nothing in this sub-clause shall be construed as requiring an employer to engage a replacement professional engineer.

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(v) A replacement professional engineer shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

19. NOTIFICATION OF SALARY AND CLASSIFICATION

A professional engineer, on engagement, shall be advised in writing of his salary and any normal practice as regards remuneration reviews, where such remuneration is in excess of award prescription. Upon request, an employer shall advise a professional engineer of his award classification which the employer considers to be appropriate having regard to the duties performed by the professional engineer concerned.

20. PROFESSIONAL DEVELOPMENT

An employer may grant permission to a professional engineer to attend a conference, seminar, or short term study course which will assist the engineer to keep himself informed of scientific and/or technological developments of relevance to the business of the employer.

Where the conference, seminar, or short term study course has been approved by the employer and permission has been granted by the employer for the professional engineer to attend, the employer shall meet reasonable associated costs and shall continue the payment of salary to the professional engineer or make such other arrangements as may be mutually agreed. Provided that in all cases where permission to attend has been granted, the professional engineer shall suffer no loss of continuity of service as a result of such attendance.

21. PROFESSIONAL ENGINEERS' REPRESENTATIVE

A professional engineer appointed or elected as a representative of members of The Association of Professional Engineers, Australia in the employer's establishment, or in the separate establishments of the employer where there is more than one, shall, upon notification thereof by an official of the Association to the employer, be recognised as the accredited representative of the Association and he shall be allowed the necessary time during working hours to interview the employer or representative on matters affecting the employees whom he represents.

Subject to the prior approval of the employer, the accredited representative of the Association 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 Association on legitimate Association business.

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22. SICK LEAVE

A professional engineer absent from duty on account of personal ill-health or injury due to any cause shall be entitled to payment of sick leave to the same extent and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the professional engineer is employed. Provided that the minimum quantum of sick leave entitlement shall be 10 days per annum, fully cumulative.

23. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.

(b) Consistent with the objectives of subclause (a) herein, employers, employees and the Association shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.

In acknowledgement of the fact that employees subject to this award are often in the minority in particular establishments, regard will be had for consultative mechanisms which may already be in place and have application to the enterprise as a whole.

(c) An employer may direct an employee professional engineer to carry out such duties as are within the limits of an employee's skills, competence and training consistent with-the classification structure of the award.

This provision should not deny such employee any award entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

24. SUPERANNUATION

(a) Contribution

As from 14 October 1989, an employer shall make a contribution equivalent to 3% of ordinary time earnings into an approved superannuation fund in respect of all employees who are paid under this award. Such earnings shall exclude overtime and payments made by virtue of Clause 15 - Fares, Travelling Expenses and Travelling Time - of this award.

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(b) Definitions

'Approved superannuation fund' shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

'The association' shall mean The Association of Professional Engineers and Scientists, Australia.

(c) Fund

(i) Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (e) of this clause, be made into either of the following nominated approved funds:

(1) Professional Engineers Superannuation Fund;

(2) Tasplan.

(ii) If the association is concerned about a fund selected pursuant to subclause (e) it may, within six months of the date of operation of this clause or the date of fund selection (whichever is the latter), challenge before the Tasmanian Industrial Commission the suitability of the fund.

(d) Fund Membership

(i) Employers shall make employees aware of their entitlements under this clause and offer them the opportunity to join an appropriate fund in accordance with subclause (c).

(ii) In the event the employee elects not to join the fund, the employer shall remind the employee, in writing, of his/her entitlements, within a period of a further six months. Should an employee subsequently complete the necessary forms and become a member of the fund, the contributions prescribed in subclause (a) hereof shall commence from the pay period commencing after the completion of such forms.

(e) Exemptions

(i) In lieu of the contributions specified in subclause (a) hereof, the benefits offered to employees by an existing approved superannuation fund may be improved, subject to the rules of the fund, such that the overall costs of such benefits is not less than the equivalent of a 3% contribution by the employer. Such improvements shall be in place by the date in subclause (a) hereof and contain the following provisions:

(1) an employer contribution of at least 3%;

(2) no requirement for an associated employee contribution.

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Any such improvements made on or from 1 January 1987 may be taken into account.

(ii) Leave is reserved to any employer to apply for exemption from this award on the grounds of the standard of existing superannuation arrangements provided by the employer as at 14 October 1989 or the employer's financial capacity to pay.

(f) Absence from Work

(i) Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, public holiday, jury service, sick leave and bereavement leave.

(ii) Unpaid Leave

Contributions shall not be required to be made in respect of any absence from work without pay.

(iii) In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for a period of the absence (subject to a maximum of 52 weeks' total absence for each injury or sickness) provided that the employee is receiving payments pursuant to workers' compensation legislation.

25. TERMINATION OF EMPLOYMENT

Employment shall be terminated by one month's notice by either party, or by the payment by either party of an amount equal to a month's salary, as the case may be.

PROVIDED that:

(a) The period of notice to be given to or by a professional engineer with up to six months' service with a particular employer or the amount of payment to be made by either party shall be mutually agreed between the professional engineer and the employer.

(b) Nothing herein contained shall affect the right of the employer to dismiss a professional engineer without notice for neglect of duty or misconduct.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

26. VEHICLE ALLOWANCE

In cases where it is mutually agreed that a professional engineer will be required to use his private vehicle on his employer's business, a professional engineer shall be paid reasonable compensation, but in no case shall he receive payment at a rate less than the equivalent of 38 cents per kilometre so travelled.

PROVIDED that this rate shall be adjusted on 1 June each year in accordance with movement in the "Transportation" component of the Consumer Price Index for the 12 months preceding the March Quarter in the same year.

A. Robinson
DEPUTY PRESIDENT

6 August 1992