

Port Moresby General Employment Award

Award No. 16 of 1973

[Note: This Award, No16 of 1973, is varied by award No.13 of 1975. Certain provisions in this award may also have been superseded by Minimum Wage Board Determination No1 of 1992]

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MEMORANDUM OF AGREEMENT made this sixteenth day of August, One thousand nine hundred and seventy-three between the Employers' Federation of Papua New Guinea on behalf of its members (hereinafter referred to as the Employers) of the one part and the Port Moresby Council of Trade Unions (hereinafter referred to as the Union) of the other part.

WHEREBY the said parties do hereby mutually agree in the manner following: -

CLAUSE 1 APPLICATION OF AGREEMENT

- (a) With the exceptions herein listed this agreement shall apply to all employees employed by Members of the Employers' Federation of Papua New Guinea:
 - (i) In an area commencing at the point on the coastline at the most westerly point of Portion 517 thence by a straight line to the most westerly point of Portion 482 thence by a straight line to the north-east corner of Portion 483 thence by a straight line to the beacon on Mt Laugha thence by a straight line to the most easterly point of Portion 419 thence by a straight line to the north-east corner of Portion 115 thence by a straight line to the mouth of the Bomana Creek thence bounded generally on the east and the south-west by the coastline to the point of commencement except that Tanana Island, Napa Napa and Gemo shall be included and any other place as may be determined.
 - (ii) Normally in the above defined area but who are transferred by their employers from the said defined area in the course of employment provided such period

does not exceed six months or the duration of a specific contract whichever is the greater.

(b) This agreement shall not apply to:

- (i) employees directly engaged in primary production;
- (ii) employees engaged in domestic duties;
- (iii) employees engaged within the terms of the Port Moresby Shipping Award 1966-1967, and the Port Moresby Waterside Workers' Award 1972 or any similar agreements which supersede those Awards;
- (iv) apprentices indentured under the *Apprenticeship Act 1967-1970*.

CLAUSE 2 OPERATION AND DURATION OF AGREEMENT

- (a) Subject to sub-clause (b) of this clause, this Agreement shall come into force on 19th September, One thousand nine hundred and seventy-three and shall continue in force until 18th March 1975.
- (b) This agreement supersedes the Port Moresby General Employment Award, 1972.

CLAUSE 3 RATES OF PAY

Subject to this agreement the weekly rates of pay shall be as follows:

Grade of Occupation	Rate of Pay \$ c
(a) Unskilled unmarried juniors under the age of 19 years.	10.30
(b) Unskilled adults and married Juniors.	13.30
(c) Occupations classified as Class 1.	14.55
(d) Occupations classified as Class 2.	16.00
(e) Occupations classified as Class 3.	18.00
(f) Occupations classified as Class 4.	20.50
(g) Occupations classified as Class 5.	23.00
(h) Occupations classified as Class 6.	26.00
(i) Occupations classified as Class 7.	29.00

[Note: These weekly rate of pay are subject to determinations by the Minimum Wage Board, for instance the Minimum Wages Board Determination No 1 of 1992]

CLAUSE 4 CLASSIFICATION OF OCCUPATIONS

- (a) Such employees as have completed a period of training to the satisfaction of the Apprentice Board established under the Apprenticeship Act 1967-1970 and are employed in the trades in which they served their apprenticeship shall be included in Classes 5, 6 or 7 as per Schedules 1, 2 and 3 hereunder:

Schedule 1 Class 5	Schedule 2 Class 6	Schedule 3 Class 7
Baker	Boat Builder/Shipwright	Electrician
Bricklayer/Plasterer/Tiler	Steel Fabricator/Welder	Mechanic/Hairdressers Mens
	Chef Caterer	Aircraft
Painter/Decorator/Signwriter	Carpenter/Joiner	Mechanic/Panel Beater/Spray
Painter Mechanic/Business		Radio

in connection with this Agreement and any such determination shall be incorporated in and read as one with this Agreement.

- (iii) May refer a matter arising under either of the last preceding sub-clauses to the Secretary of Labour or his delegate who shall thereupon make the classification or determined the matter as the case may be).

- (b) Either party to this Agreement may at any time appeal to the Secretary for Labour or his delegate against the determination of the Board of Reference and the Secretary or his delegate may confirm, vary or annul the determination.

CLAUSE 15 APPLICATION OF *NATIVE EMPLOYMENT ACT 1958* AS AMENDED TO DATE OR OTHER LEGISLATION REPLACING THAT ACT

- (a) In any matter rising out of employment upon which this agreement is silent thereon the provisions of the *Native Employment Act 1958* as amended to date or any other Act amending or replacing the said *Native Employment Act*, shall apply.
- (b) Nothing in this Agreement shall be construed so as to be inconsistent with the provisions of the *Native Employment Act 1958* as amended to date or any other Act amending or replacing the said *Native Employment Act* as that Act or Acts relate to overtime and deduction from wages for food and accommodation (where supplied to employees by employers.)

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shall be paid the equivalent hourly rate for the time so worked.

- (d) Where a day worker is required to work on a Saturday (other than the Public Holiday) for more than four hours or is required to work outside the hours of 7.00 a.m. to noon, he shall be paid for that work in excess of four hours or outside the hours of 7.00 a.m. to noon at the rate of time and one-half.

CLAUSE 11 OVERTIME AND PENALTY RATES

- (a) Subject to sub-clause (b) and (c) of this clause, for all time worked by employees (other than day workers where clause 10 sub-clause (b) shall apply) in excess of eight hours in any one day or forty-two hours in any one week, overtime at the rate of time and one-half shall be paid to the employee.
- (b) When an employee (including a day worker) is required to work on a Saturday (other than a Public Holiday) for more than two hours or is required to work outside the hours of 7.00 a.m. to noon, he shall be paid for that work in excess of two hours or outside the hours of 7.00 a.m. to noon, at the rate of time and one-half.
- (c) Notwithstanding the provisions of sub-clauses (a) and (b) of this clause, an employer, in lieu of paying for overtime worked may, before the expiration of seven days after the particular day on which overtime was worked, allow the employee time off during normal working hours at least equal in length to the overtime worked on that day.
- (d) Where an employee (including the day worker) is required to work on a Sunday or a Public Holiday he shall receive double the ordinary rate of pay as set out in either clause 3 or 10 (whichever is applicable) of this Agreement and shall not be given less than four hours work or pay equivalent thereto.

CLAUSE 12 PUBLIC HOLIDAYS

For the purpose for this Agreement, Public Holidays are those days appointed by or pursuant to the *Public Holiday Act 1953* to be Public Holidays.

CLAUSE 13 BOARD OF REFERENCE

As soon as practicable after the commencement of this Agreement there shall be established a Board of Reference consisting of one representative of:

- (a) The Department of Labour, who shall be the Chairman;
 (b) The Employers;
 (c) The Union.

CLAUSE 14 POWERS OF THE BOARD OF REFERENCE

- (a) Subject to the provisions of clause 4 of this agreement the Board of Reference:
- (i) Shall upon application by either party to this Agreement or upon its own motion classify an occupation into the classes referred to in clause 3(c), (d), (e), (f), (g), (h) and (i) of this Agreement excepting that no occupation or class of occupation shall be determined as Class 5, Class 6 or Class 7 without prior consultation with the Chairman of the Apprenticeship Board appointed under the provisions of the *Apprenticeship Act 1967-1970*.
- (ii) Shall hear, and subject to this clause, determine any matter arising out of or

Printer/Comp.
Clerk
Machinist
Fitter/Machinist
Mechanic/Diesel
Mechanic/Motor
Mechanic/Refrigeration
Plumber/Drainer
Printer/Letterpress Machinist
Printer/Bookbinder
Printer/Lithographic
Saw Doctor
Sheet Metal Worker
Wood Machinist

- (b) Employees who have successfully qualified as tradesmen to the satisfaction of the Army or Navy Authorities in Papua New Guinea shall be included in the class as listed in the schedules of this clause equivalent to that of the trade for which they have received formal recognition by the Apprenticeship Board of Papua New Guinea and in which they are employed.

CLAUSE 5 DEDUCTIONS FROM WAGES

- (a) Where food is supplied to an employee, by agreement between the employer and the employee, the employer shall be entitled to deduct from the wage the cost of the food supplied. Deductions so made shall be in accordance with the Determination relating to the calculation of allowable deductions for food issued, by the Minimum Wages Board in August, 1972.
- (b) (i) Where accommodation is provided by the employer to the employee a Board of Reference shall be convened to determine an equitable rental charge for such accommodation and services. The Board of Reference shall consist of an Officer of the Department of Labour who shall be chairman, one member of the Union and one member of the Employer.
- (ii) Where accommodation is provided by the employer for an employee who is in receipt of a wage which is in excess of that applying in respect of a Class 4 occupational category, the deduction to be effected will be a matter for agreement between the employer and the employee concerned.
- (iii) In the event of any disagreement between employer and employee concerning deductions for accommodation to be made in accordance with sub-clause (b)(ii) of this clause the matter shall be referred to the Secretary for Labour or his delegate for determination.
- (c) Where transport is provided by the employer (other than to and from the place of accommodation provided by the employer) he shall be entitled to deduct from the wage such amount as shall be determined by the Board of Reference established under clause 13 of this Agreement.
- (d) Notwithstanding the provisions of sub-clause (c) of this clause, the Board of reference may authorize an officer of the Department of Labour to determine the

amount to be deducted for transport.

CLAUSE 6 ANNUAL LEAVE ENTITLEMENTS

- (a) Employees shall be entitled to three weeks' leave on full pay per annum upon the completion of twelve months continuous service with the same employer as from the first day of December, 1965, with pro-rata entitlements commencing on completion of three months continuous service with the same employer. Any approved annual leave taken by the employee shall count as part of his service.
- (b) Public Holidays falling within a period of leave shall not be counted as part of such leave.
- (c) Where an employee proceeds on annual leave he shall be paid all monies due to him at the commencement of his leave.
- (d) By mutual agreement between an employer and an employee, annual leave may be taken prior to the completion of twelve months' continuous service by an employee provided that the full period of leave shall be granted in accordance with paragraphs (a), (b), (c) of this clause.
- (e) By mutual agreement between an employer and an employee, annual leave may be deferred beyond the completion of twelve months' continuous service provided that pro-rata leave is granted to the employee for service greater than twelve months' continuous service.
- (f) It is agreed between the parties that the above leave entitlement is in lieu of that entitlement provided in section 127A of the Native Employment Act 1958, as amended to date, and is not to be regarded as an additional entitlement.

CLAUSE 7 SICK LEAVE ENTITLEMENTS

- (a) Subject to sub clause (b) of this clause, employees shall be entitled to nine days sick leave per annum as from the first day of December, 1965.
- (b) An employee shall complete three months' continuous service with the same employer before becoming eligible for sick leave.
- (c) Sick leave shall be calculated on the basis of one day for each two months of completed continuous service with the same employer subject to a maximum entitlement of twelve days.
- (d) A medical certificate or other evidence satisfactory to the employer shall be produced by the employee in the even of his taking any sick leave.
- (e) In the event of a dispute as to whether or not a medical certificate or other evidence produced under sub-clause (d) of this clause is acceptable the matter shall be referred to a Labour Officer whose decision shall be final.
- (f) Nothing in this clause shall derogate from any right an employee may have under the relevant provisions of the *Native Employment Act 1958* as amended to date, or the *Workers Compensation Act 1958* as amended to date or any other Acts which may amend or replace the said *Native Employment Act and Workers compensation Act*.

CLAUSE 8 NOTICE OF DISMISSAL

- (a) After completion of three months' continuous service with the same employer, should employment be terminated, one week's notice on either side shall be given. Notwithstanding the provisions of this clause:
 - (i) An employer is entitled to pay an employee one week's wage in lieu of notice.
 - (ii) An employer is entitled to deduct the equivalent of one week's pay should such employee terminate his services without giving the required one week's notice.
 - (iii) It is agreed between the parties to this Agreement that for an employee not to give notice in accordance with the terms of this agreement, his action constitutes serious misconduct within the meaning of the *Native Employment Act 1958* as amended to date.
 - (iv) Nothing in this clause shall affect the right an employer may have to dismiss an employee without notice for conduct incompatible with the due and faithful discharge of that employee's duty to his employer. In the event of a dispute as to the right of dismissal without notice, either party may refer the matter to the Secretary for Labour or his delegate for decision.
- (b) In the event of dismissal without notice and where one week's wage in lieu of notice is not paid the employer will notify the employee in writing of his decision.

CLAUSE 9 NON-EMPLOYMENT OF AGREEMENT WORKERS

Agreement workers shall not be employed in the area defined in clause 1, on work covered within the terms of this Agreement.

CLAUSE 10 DAY WORKERS

- (a) A person (hereinafter referred to as a "Day Worker") may be employed under this Agreement for a single day or single shift, and the rate of pay for that day or shift of eight hours shall be:-

Unmarried unskilled juniors under the age of 19 years	\$1.87 per day or shift of 8 hours
Unskilled adults and married	\$2.50 per day or shift of 8 hours juniors
Class 1	\$2.64 per day or shift of 8 hours.
Class 2	\$2.90 per day or shift of 8 hours.
Class 3	\$3.27 per day or shift of 8 hours.
Class 4	\$3.72 per day or shift of 8 hours.
Class 5	\$4.17 per day or shift of 8 hours.
Class 6	\$4.76 per day or shift of 8 hours.
Class 7	\$5.27 per day or shift of 8 hours.

[Note: These rates of pay for single day or shift of eight hours are subject to any weekly sum determined by the Minimum Wage Board]

- (b) Where a day worker is required to work hours in excess of eight in any one day or in any one shift he shall be paid for the hours so worked at the rate of time and one half.
- (c) Where a day worker is required to work for four hours in excess or less between the hours of 7:00 a.m. and noon on a Saturday (other than a Public Holiday) he