

- (d) When an employee (including a 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 clauses 3 or 10 (whichever is applicable) of this Agreement and shall not be given less than four hours' work or pay equivalent thereto.
- (e) Nothing in this Agreement shall be construed so as to be inconsistent with the provisions of the *Native Employment Act 1953-1971* as that Act relates to overtime.

CLAUSE 12 PUBLIC HOLIDAYS

For the purpose of this Agreement, Public Holidays are those days appointed by or pursuant to the *Public Holidays 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 Labor who shall be Chairman;
- (b) the Employers; and
- (c) the Association.

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 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 for Labour, or his delegate who shall thereupon make the classification or determine 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 a determination of the Board of Reference and the Secretary for Labour or his delegate may confirm, vary or annul the determination.

CLAUSE 15 APPLICATION OF NATIVE EMPLOYMENT ACT 1958-1971

In any matter arising out of employment regarding which this Agreement is silent thereon the provisions of the *Native Employment Act 1958-1971* shall apply.

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Lae General Employment Award

Award No. 20 of 1973

[Note: This award, No 20 of 1973, is varied by Award No 12 of 1975. Certain provisions in this award may also have been superseded by Minimum Wage Board Determination No 1 of 1992.]

TABLE OF CLAUSES

Clause

- 1 Application of agreement
- 2 Operation and duration of agreement
- 3 Rates of pay
- 4 Classification of occupations
- 5 Deductions from wages
- 6 Annual leave entitlements
- 7 Sick leave entitlements
- 8 Notice of dismissal
- 9 Non-employment of agreement workers
- 10 Day workers
- 11 Overtime and penalty rates
- 12 Public holidays
- 13 Board of Reference
- 14 Powers of Board of Reference
- 15 Application of Native Employment Act 1958-1971

MEMORANDUM OF AGREEMENT made this twenty-third 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 Papua New Guinea Federation of Workers' Association on behalf of the Morobe District Workers' Association (hereinafter referred to as the Association) 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) within the town boundaries of Lae as amended from time to time by the Land Act 1962-1969, the Town Planning Act 1952-1972 and the Town Boundaries Act 1951-1952 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 current Lae Stevedoring Award; and
 - (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 superseded the Lae 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
Unskilled unmarried juniors under the age of 19 years	10.30
Unskilled Adults and married Juniors	13.30
Occupations classified as Class 1.	14.05
Occupations classified as Class 2.	15.00
Occupations classified as Class 3.	17.75
Occupations classified as Class 4.	19.50
Occupations classified as Class 5.	22.50
Occupations classified as Class 6.	25.50
Occupations classified as Class 7.	28.50

[Note: The above rates of pay are subject to any later determinations by the Minimum Wages Board.]

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 Class 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
Hairdresser Ladies	Boiler Maker/Welder	Mechanic
Hairdresser Mens	Bricklayer/Plasterer/Tiler	Aircraft
Painter/Decorator/Signwriter	Carpenter/Joiner	Mechanic Linesman
Electrical	Cook/Catering	Radio
Power Station Operator	Fitter and Machinist	
Printer Printer Bookbinder	Mechanic Business Machines	Compo Clerk
	Mechanic Diesel	
	Mechanic Motor	
	Mechanic Refrigeration	
	Panel Beater/Body	
	Builder /Spray Painter	
	Plumber/Drainer	
	Printer Letterpress Machinist	
	Printer Lithographic	

notice is not paid the employee will notify the employee in writing of this decision.

CLAUSE 9 NON-EMPLOYMENT OF AGREEMENT WORKERS

Agreement workers shall not be employed by employers in the town of Lae on work covered within the terms of this Agreement.

CLAUSE 10 DAY WORKERS

- (a) A person (hereinafter referred to as “day worker”) may be employed under this Agreement for a single day or single shift, and the rate of pay for that day or that shift of eight hours shall be:
 - (i) Unmarried Juniors under the age of 19 years: \$1.84 per day or shift of eight hours.
 - (ii) Unskilled Adults and Married Juniors: \$2.40 per day or shift of eight hours.
 - (iii) Class 1: \$2.56 per day or shift of eight hours.
 - (iv) Class 2: \$2.72 per day or shift of eight hours.
 - (v) Class 3: \$3.28 per day or shift of eight hours.
 - (vi) Class 4: \$3.44 per day or shift of eight hours.
 - (vii) Class 5: \$4.00 per day or shift of eight hours.
 - (viii) Class 6: \$4.56 per day or shift of eight hours.
 - (ix) Class 7: \$5.12 per day or shift of eight hours.

[Note: The above rates of pay are subject to changes as may be made by the Minimum Wages 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 or less between the hours of 7.00a.m and noon on a Saturday (other than a Public Holiday) he 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 a Public Holiday) for more than four hours or is required to work outside the hours of 7.00a.m to noon, he shall be paid for that work in excess of four hours or outside the hours of 7.00a.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-four hours in any one week, overtime at the rate of time and one-half shall be paid to the employee.
- (b) When an employee is required to work on a Saturday afternoon (other than a Public Holiday) he shall be paid for that work at the rate of time and one-half.
- (c) Notwithstanding the provisions of sub-clause (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.

- (b) Public Holidays falling within a period of leave shall not be counted as part of such leave.
- (c) When an employee proceeds on annual leave he shall be paid all moneys due to him at the commencement of his leave.
- (d) It is agreed between the parties that the above leave entitlement is in lieu of that entitlement provided for in section 127A of the *Native Employment Act 1958-1971* 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 July, 1966.
- (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 maximum entitlement for twelve days.
- (d) A medical certificate shall be produced by the employee in the event of his taking any sick leave.
- (e) In the event of a dispute as to whether or not a medical certificate produced under sub-clause (d) of this clause is acceptable, the matter shall be referred to a Labor Officer whose decision shall be final.

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 to an employee one week's wages in lieu of notice.
 - (ii) An employer is entitled to deduct from any moneys due to an employee 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 1958-1971*.
 - (iv) Nothing in this clause shall affect the right an employer may have to dismiss an employee without notice of 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

Saw Doctor
Sawyer
Sheetmetal 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 schedule 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.

[Note: The above classifications are subject to changes as determined by the Minimum Wages Board.]

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 Labor who shall be Chairman, one member of the Association and one member of the Employers.
 - (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 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 Labor 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 provision of sub-clause (c) of this clause, the Board of Reference may authorize an officer of the Department of Labor 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 July 1966, with pro-rata entitlements commencing on completion of three months continuous service with the same employer.