



10 February 2017

Our Ref: 20140526

BY EMAIL: chambers.gostencnik.dp@fwc.gov.au

Deputy President Gostencnik
Fair Work Commission
80 William Street
MELBOURNE VIC 3000

ABN 76 008 556 595

10 Felix Street
Brisbane QLD 4000

GPO Box 3106
Brisbane Qld 4000

t: 1300 565 846
f: +61 7 3832 1058

ablawyers.com.au

Dear Deputy President

**MODERN AWARD REVIEW - ELECTRICAL ,ELECTRONIC AND COMMUNICATIONS CONTRACTING
AWARD AM2014/265**

We refer to the correspondence of Mr Krajewski dated 3 February 2017 and confirm that we act on behalf of Australian Business Industrial (**ABI**) and the New South Wales Business Chamber Ltd (**NSWBC**).

We confirm that on that on 31 January 2016, we attended a conference to discuss a proposal to vary the Hours of Work clause in the *Exposure Draft (ED)* for the *Electrical, Electronic and Communications Contracting Award (Award)*. The wording of the proposal was provided to the parties on 30 January 2016 by the Master Electricians. However, we acknowledge that the proposal to vary the Hours of Work clause is a matter which has been the subject of discussions since late last year.

From the outset, ABI and the NSWBC have expressed concerns with the relevant proposal. In particular, we have expressed concern that the proposed amendments do not fall within the technical and drafting phase of the award review process as the changes will likely result in substantive changes to the Award. As such, we have communicated to the other parties that ABI and the NSWBC do not agree to the proposed changes.

The amended draft proposal provided to us on 30 January 2017 has not changed the position of ABI and the NSWBC. Our clients maintain that the proposed amendments will result in significant changes to the Award, for example:

- Clause 13.2 of the ED states that ordinary hours may be worked by shift workers Monday to Friday inclusive. This is inconsistent with clause 24 of the current Award; and
- The ordinary hours of work for continuous and non-continuous shift workers have been merged into one clause. This amalgamated clause fails to take into consideration the different employment circumstances of continuous and non-continuous shift workers and may impact upon the operation of other clauses/entitlements under the Award.

As such, our clients propose that clause 13 of the ED remains in its current form.

In light of the above and taking into account the substantial discussions that have already taken place, we do not see any utility in the parties having further discussions concerning the proposal to vary the


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Hours of Work clause. In our view, the parties supporting the proposal should file a claim in respect of the proposed amendments, along with supporting submissions and evidence. Once this occurs, we will be seeking that the claim be referred to a separate full bench for determination.

We consider that this is the appropriate course of action as the proposal does not fall within technical and drafting amendments.

If you have any queries in relation to the above, please do not hesitate to contact Louise Hogg on 07 3218 0905.

Yours sincerely



Alana Paterson

Director

Australian Business Lawyers & Advisors Pty Limited

(07) 3218 0902

alana.paterson@ablawyers.com.au