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15 June 2017

VIA E-MAIL

Ms Suzie Kairouz
Associate to Deputy President Gostencnik
Fair Work Commission
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Dear Associate

AM2016/33: Review of the Graphic Arts, Printing and Publishing Award 2010

We refer to the above matter, in relation to which we continue to act for Fairfax Media Limited (**Fairfax**). In particular, we refer to the decision handed down by the Full Bench on 9 June 2017 in *Re 4 yearly review of modern awards—Graphic Arts, Printing and Publishing Award 2010* [2017] FWCFB 3135 (**Decision**).

In paragraphs [24]-[27] of the Decision, the Full Bench determined that it would vary clause 37.2 of the *Graphic Arts, Printing and Publishing Award 2010* (**Award**) as proposed by our client. In this respect, it noted at paragraph [26] that the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AMWU**) appeared to agree with our client's proposal.

However, the proposed variation set out in paragraph [24] of the Decision is in fact the original variation proposed by the AMWU, to which our client suggested an alternative. Our client's proposed variation to clause 37.2 is as set out in its draft determination filed on 12 May 2017, and reproduced in the AMWU's reply submissions dated 23 May 2017 at paragraph 5. Taken together with the variation relating to the coverage of the Award dealt with in the Decision, our client's proposal would have the effect of varying clause 37.2 as follows:

Notwithstanding clause 33.5, employees engaged in a **regional** daily newspaper office, in circumstances where they work the prescribed public holidays, may, by agreement between the employer and an employee or employees, be credited with an extra two weeks and three days' annual leave instead of any penalty provision as provided for by clauses 41.3 or 41.4. ~~This provision does not apply to a shiftworker as defined in clause 37.4.~~ Where there is an agreement between an employer and an employee under this clause 37.2, this clause 37.2 applies to the employee instead of clause 37.4.

Given the discrepancy between the variation to clause 37.2 agreed by the parties and that which is reproduced in the Decision, our client thought it prudent to draw these matters to the Full Bench's attention prior to the publication of any determination varying the Award.

Please contact us if we can be of any further assistance to the Commission in relation to this matter.

Yours sincerely



Darren Perry
Partner

SEYFARTH SHAW AUSTRALIA

CC: Michael Nguyen, AMWU
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