

HEARING COMMENCED 9.20am

COMMISSIONER: I'll take appearances.

MR J. O'NEILL: If it pleases the commission, O'NEILL, J., appearing for the Tasmanian Chamber of Commerce and Industry Limited.

5 COMMISSIONER: Thanks, Mr O'Neill.

MR I. PATERSON: If the commission pleases, IAN PATERSON, appearing for the Australian Municipal Administrative and Clerical Services Union.

10 COMMISSIONER: Thanks, Mr Paterson. The numbers at the TCCI have picked up, have they, Mr O'Neill?

MR O'NEILL: Yes, they have, sir.

COMMISSIONER: Good. Now, what have you got to tell me?

15 MR O'NEILL: Thank you, sir. This is our application made pursuant to section 23 of the Act to vary the Barristers and Solicitors Award in respect to Clause 13 - Contract of Employment and I note that there was an error on our original application. We had clause 12. I notice that has been corrected.

20 The matter is simply a cross-referencing exercise back to the wages schedule and if we refer to the application and the contract of employment clause. None of the categories of employees and the period of notice required has been altered. It's simply just been a cross-referencing and amendment back to the wages schedule. So, I don't know whether you want me to take you through that, sir, line by line?

25 COMMISSIONER: No. What was the main mistake? It was a mistake, wasn't it?

MR O'NEILL: Yes. I think it was just a drafting error.

COMMISSIONER: What was it again? Just so I know.

30 MR O'NEILL: When the wages schedule had been altered, had been reformatted, just with the numbering and the subclauses, it hadn't been cross-referenced back to Clause 13 - Contract of Employment.

COMMISSIONER: It just wasn't mentioned at all?

MR O'NEILL: No. The cross-referencing was incorrect.

COMMISSIONER: I see.

MR O'NEILL: I'll show you one example, in the award as it stands at present, in contract of employment it says: *In the case of employees in 1(a)* - now, if we refer to the wages schedule of the award -

COMMISSIONER: That's the new award, No. 1 of 1998?

5 MR O'NEILL: Yes, correct. You'll see that there is no 1(a). There is simply (a), subclause (a) - Law Clerks, and numbering one for grade 1.

COMMISSIONER: All right.

MR O'NEILL: That's simply all the matter is.

COMMISSIONER: Yes.

10 MR O'NEILL: It was just brought to our attention by one of our members and it's just simply a tidying-up exercise.

COMMISSIONER: Right. Is that all we need to know and the operative date, Mr O'Neill?

15 MR O'NEILL: Yes, thank you. The operative date would be 14 July 1998.

COMMISSIONER: From that date, not the first full pay period. On that date?

MR O'NEILL: From that date will be fine, sir.

COMMISSIONER: Thanks, Mr O'Neill. Mr Paterson?

20 MR PATERSON: If the commission pleases, this does seem to be an area consequent upon change to the renumbering to accommodate the order of the July 1998 wages, which actually introduced a renumbering change into the wages clause without changing this contract of employment clause.

25 For clarification, I take it that the proposed variation to the award we're dealing with is the one that we've been provided with.

COMMISSIONER: Yes, I was going to - at the wrong end, I suppose - I was going to get Mr O'Neill to amend his application to that, yes. Are you happy with that?

30 MR PATERSON: Yes, no problem. The only other question I have is, if we're doing this, is there any value in also amending the application to delete 14 July rates of pay, given that they're now superseded and whether this might not be an opportunity to produce a consolidation of the wages clause leaving out the first increase of the 1998 safety net
35 and this may be an opportunity to do that and if that's agreeable, I'd be happy to consent to that as well.

COMMISSIONER: Thanks, Mr Paterson. What's your reaction to that, Mr O'Neill?

5 MR O'NEILL: Well, there's certainly no problems as I see. The 14 October wage rates are the wage rates now, so the tidy-up exercise to reflect that would be fine and in doing that, of course, there would need to be further cross-referencing back to the contract of employment.

10 MR PATERSON: If I may, I don't believe that changes it - given the way the commission did it, the two operative dates were actually the Roman numerals within so the A1 would still be the same, I believe and (d) would also be the same.

COMMISSIONER: If you have a little bit of faith, leave that to the commission and we'll fix that up.

15 MR PATERSON: I believe there's no problem with that, given the way the order has been constructed in this particular case with the two operative dates with the Roman numeral preferences that aren't in fact mentioned in this contract clause.

COMMISSIONER: Thanks, Mr Paterson. Mr O'Neill, I understand you've got a revised version of your draft before you. Is that correct?

20 MR O'NEILL: Yes, that is correct.

COMMISSIONER: Are you seeking to amend your application to that?

MR O'NEILL: Yes, I am. I need to point out, it reads: *by deleting Clause 12 - Contract of Employment*. That should in fact be clause 13.

25 COMMISSIONER: Yes, that's what it says below, doesn't it?

MR O'NEILL: Yes. I seek to -

COMMISSIONER: Amend?

MR O'NEILL: Amend that, thank you.

30 COMMISSIONER: And Mr Paterson has already told us he's not against that, so I will agree to that amendment. Now, if we can just go off the record.

OFF RECORD 9.25am

ON RECORD 9.26am

35 COMMISSIONER: Thanks, gentlemen. I appreciate that cooperation. I indicate now, this application will be approved operative from - just go back off the record.

OFF RECORD 9.27am

ON RECORD 9.28am

COMMISSIONER: Thanks for that, gentlemen. There will be two operative dates. One will be for the amendment to this clause, the
5 other will be for the wage rates which will operate from today's date.

Thank you, gentlemen. As I indicated before, this application will be approved from those two dates as required and I thank the parties for their cooperation. The matter is closed.

HEARING CONCLUDED 9.30am