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TRANSCRIPT OF PROCEEDINGS

O/N 3005

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER J.P. McALPINE

T No 12674 of 2006

CHILD CARE AND CHILDREN'S SERVICES AWARD

**Application pursuant to the provisions of
section 23(2)(b) of the Industrial Relations Act 1984
by the Liquor, Hospitality and Miscellaneous Union,
Tasmanian Branch, to vary the above award re Part III -
wage rates and related matters, clause 4 -
superannuation - subclause (a)**

HOBART

9.30 AM, WEDNESDAY, 14 JUNE 2006

**This transcript was prepared from tapes recorded
by the Tasmanian Industrial Commission**

PN1

MR P. TULLGREN: I appear for the Liquor, Hospitality and Miscellaneous Union.

PN2

MS A. MILLHOUSE: I appear for the Tasmanian Chamber of Commerce and Industry Limited.

PN3

THE COMMISSIONER: Thank you. In these days of WorkChoices we don't often see you two. Mr Tullgren, over to you.

PN4

MR TULLGREN: Yes. Thank you, Commissioner. Commissioner, this matter is an application to vary the Child Care and Children's Services Award, and in particular the superannuation clause of the award, which is clause 4(a) of Part III of the award. Now, the application seeks to vary the award by the insertion of some words which are set out in attachment A to the application and which my friend tells me it will be by consent this morning. Just by way of background, it became clear when looking at the award that in relation to this particular clause, that certain words had been omitted from the clause, that the clause simply stopped mid sentence.

PN5

Now, it is interesting perhaps that it hasn't been an issue of any great moment between the parties in relation to the application of the clause until it was discovered that there was this omission. And I must add, when I became aware of this I did have discussions with Mr Mahoney, the registrar, about this matter, and he was able to inform me that it would seem that the current clause has been in that form since the award was redesigned and reformatted and rewritten some years ago so that - and it would seem that that was not the intention, that somewhere along the line some words have simply dropped out of the system, and the intention is to simply re-insert the words that are provided for in the attachment.

PN6

It is a piece of tidying up and housekeeping. Admittedly, the award has operated for a long period of time with this gap in it and it has not been an issue, but on the basis that the gap - the matter does really relate to seeking exemptions in relation to superannuation funds, and there are some employers listed in the award where exemptions have been made. So it hasn't been a major problem. So Commissioner, as I say, my friend indicates that the matter is by consent, and that being the case, we would seek that the award be varied in exactly the terms of the attachment to the application. If the Commission please.

PN7

THE COMMISSIONER: Okay.

PN8

MS MILLHOUSE: Thank you, Commissioner. At the outset, the TCCI does appreciate the fact that the applicant and the Commission awarded us an adjournment in this matter so that we could consult with our members with regards to this issue, and we would like to thank you both for that. We have looked into the history of this award and can find no reason as to why there is an open-ended set of words. After consideration of the amendment proposed by the LHMU and based on feedback from our members, we believe the amendment proposed is fair and reasonable and as such, we agree to the application as presented, Commissioner.

PN9

THE COMMISSIONER: Okay, thank you.

PN10

MS MILLHOUSE: Thank you.

PN11

THE COMMISSIONER: Well, I guess the amendment by consent, I don't have any part in this, so I approve the amendment and thank you both. We like to have things cleaned up.

ADJOURNED INDEFINITELY

[9.35am]