



**AM2014/287**

**COVER SHEET**

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8 August 2016

Fair Work Commission  
80 William St  
East Sydney 2010  
**By email:** amod@fwc.gov.au

Dear Associate,

**4 Yearly Review of Modern Awards – Surveying Award 2010**

**RE:** Directions issued 10 May 2016 (amended 15 July 2015), subject to our request for an extension on 2 August 2016.

**Technical and drafting**

1. Unless otherwise specified, all references to clauses below refer to the exposure draft of the Surveying Award 2010 published on 13 May 2016.
2. **Clause 4.2:** This clause appears to have been inserted here in error. It is also in clause 2 (Definitions) and it should remain there and be removed as clause 4.2.
3. **Clause 7.2 (a):** This clause correctly reflects clause 8.2(a) of the existing award. However, a close analysis has revealed that there are drafting errors in the current clause. The AMWU submits that clause 18.5(b) should be added to clause 7.2(a) and that clause 15.1 should be moved to clause 7.3(a).
4. The text of clause 15.1 is (emphasis added):

15.1 The employer and the majority of the employees concerned in the establishment or section or sections concerned may agree that the ordinary working hours be worked to enable a weekday to be taken off on a basis to be mutually agreed.

- a. This clearly requires majority rather than individual agreement and as basis for any change to the terms of the award and the reference to this clause should be updated to reflect this.

5. The text of clause 18.5(b) (emphasis added):

18.5 (b) Where the excess travelling time is in excess of one hour each way, the employer has the option, subject to mutual agreement between

the employer and employee concerned, of providing reasonable living away from home expenses for any period in excess of four weeks.

- a. Clause 18.5(b) allows the employer and an individual employee to come to agreement over a variation to the award. Its absence from the previous summary table appears to have been an oversight.
6. **Clause 11.2:** The AMWU submits that all text after the word “loading” should be removed to ensure consistency with the approach taken by the Full Bench in relation to the insertion of clauses that list the provisions that do not apply to casual employees (paragraph 68 and 69 of [2014] FWCFB 9412).
  7. **Clause 12.2:** This clause accurately reflects 11.5(b) of the current award. However, for the sake of clarity the first comma in the clause should be moved so that the clause reads:
    - a. 12.2 Where the employee and the employer agree that an activity be undertaken by the employee, as a component of a structured training program or otherwise, the employer will meet all costs associated with the training.
  8. **Clause 20.3 (c):** This clause should be moved and inserted as new clause 20.7. This clause applies to employees “working overtime or on a Sunday or public holiday” its inclusion in 20.3 under the heading “Sundays and public holidays” may lead to confusion about its application. The AMWU recommends the heading “Returning home when normal means of transport is not available” accompany the new clause 20.7.

Yours sincerely,

Warren Tegg  
National Research Officer