

From: [Gordon Jervis](#)
To: [AMOD](#)
Subject: Subs in reply on Electrical, Electronic and Communications Contracting Award 2016 exposure draft 21 July 2016
Date: Thursday, 21 July 2016 6:07:02 PM
Attachments: [image002.png](#)
[image006.png](#)
[Subs in reply on exposure drafts 20 July 2016.doc](#)

Dear Award Modernisation

NECA's submissions in reply are attached

Please let me know if you have any questions

Yours faithfully

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2016: Dont get left
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FAIR WORK COMMISSION

Fair Work Act 2010

s.156 - 4 Yearly Review of Modern Awards

AM 2014/265.

Electrical, Electronic and Communications Contracting Award 2010
MA000025

**ELECTRICAL, ELECTRONIC AND
COMMUNICATIONS CONTRACTING AWARD
2016
EXPOSURE DRAFT**

SUBMISSION IN REPLY

**NATIONAL ELECTRICAL & COMMUNICATIONS
ASSOCIATION (NECA)**

1. NECA agrees generally with the submissions of NECA SA, the Fire Protection Association of Australia, AIG and Master Electricians Australia.

Submissions of the CEPU

2. Clause 10 NECA does not disagree that the reference in clause 10.5 would be better expressed as a reference to clause 13.15 as a whole as well as clause 19.4(b) to take account of part time employees employed on continuous shift work and those not so employed.
3. Clause 11 NECA submits that a reference to clause 13 in its entirety is unnecessary and would be contrary to the modern award objective of ensuring a simple, easy to understand, stable and sustainable modern award system.
4. Clause 11.4 is concerned only with the payment of overtime and shift allowances payable to casual employees. Understanding of the clause would be enhanced if the words “, 13.16, -Overtime on Shift Work” were inserted immediately after “Overtime” and “-Shift Allowance” were inserted immediately after “13.13.”
5. Clause 12 NECA agrees that the reference in clause 12.10 should be to clause 16.4 not 16.2.

6. Clause 13 In response to the question asked about 13.6 in the Exposure Draft, the CEPU refers to section 326 of the Act, Regulation 2.12 of the Regulations and paragraph 1297 of the Explanatory Memorandum. NECA submits that clause 13.6 does not offend any of those provisions. There is no 'deduction' because the employee has not earned the payment. Clause 13.6 is intended to allow an employer to adjust an employee's pay commensurate with the time worked by the employee. In that context, a proportion of an hour not exceeding 15 minutes is not unreasonable. To confine the provision to the actual time lost by the employee's lateness would place an unreasonable administrative burden on an employer and probably lead to increased disputation contrary to the Modern Awards Objective at s. 134(1)(f) and (g) in particular.
7. NECA agrees that clause 13.9 does not refer only to day workers.
8. NECA agrees that there is a distinction in meaning between 'rest break' and 'crib time.' The reference to 'crib time' in clause 13.10 and 13.11 should be retained.
9. NECA agrees with the Commission's proposed amendments to clauses 13.11(c)(iii) and 14.1(c)
10. Clause 15 NECA agrees that clause 15.4(b) should not be narrowed to only refer to clause 15.2
11. Clause 16 NECA submits that the intent of clause 16.4(iii) and 16.4(iv) would be better understood if combined as submitted in our submission of 30 June 2016.
12. Clause 17 NECA relies on its submission of 30 June 2016 in response to the question asked about allowances at clause 17.3
13. NECA agrees that the allowances referred to at 17.5 (b), (c), and (d) are not payable when an employee is required to start and finish work at the employer's registered office or depot.

NECA

21 July 2016