



25 June 2018

**Our Ref:** 20150091

BY EMAIL      chambers.ross.j@fwc.gov.au

Associate to The Hon. Justice IJK Ross  
President  
Fair Work Commission  
Terrace Tower  
80 William Street  
East Sydney NSW 2011

ABN 76 008 556 595  
140 Arthur Street  
North Sydney NSW 2060  
Locked Bag 938  
North Sydney NSW 2059  
DX 10541 North Sydney  
t: 1300 565 846  
f: +61 2 9954 5029  
ablawyers.com.au

Dear Associate

**AM2015/1 - FAMILY AND DOMESTIC VIOLENCE LEAVE CLAUSE**

We act for the Australian Chamber of Commerce and Industry.

At the proceedings on 21 June 2018, we raised by way of observation a small issue in the drafting.

That observation succinctly expressed is as follows:

1. Clause X.3 (a) commences with the expression "Each year..."
2. Clause X.3 (b) (i) expresses the entitlement as being "...available in full at the start of each 12 month period..."

An employer (or employee) reading this without the benefit of advice may be confused by the juxtaposition of these two propositions.

The reference to a "year" is likely to invoke the notion of a calendar year for most employers.

The words "Each year" appearing in clause X.3 (a) appear unnecessary given clause X.3 (b) (i).

If you have any questions, please contact Nigel Ward on (02) 9458 7286.

Yours sincerely

**Nigel Ward**

**CEO + Director**

Australian Business Lawyers & Advisors Pty Limited

(02) 9458 7286

nigel.ward@ablawyers.com.au