FWC Bulletin

1 February 2024 Volume 2/24 with selected Decision Summaries for the month ending Wednesday, 31 January 2024.

Contents

AIRC Award modernisation materials now in our Document Search

16 Jan 2024

You can now use our Document Search to find documents from the Australian Industrial Relations Commission (AIRC) award modernisation process that took place from 2008 to 2009.

About the review

The former AIRC reviewed a large number of federal and state awards to create a system of modern awards. The AIRC began the process to make modern awards in March 2008, and by the end of 2009 had reviewed more than 1500 awards and created 122 industry and occupation awards.

The 122 modern awards commenced on 1 January 2010, coinciding with the introduction of the new national workplace relations system.

For more information about the review, see our Award modernisation process 2008 webpage.

What's in Document Search

Our Document Search has documents from the Full Bench proceedings of the AIRC award modernisation process, as well as research documents that were prepared by AIRC staff.

You can filter the documents by:

- document type
- stage of the process
- industry or occupation
- date, and
- which organisation authored the document.

Other documents that were previously available on the AIRC website, such as variation applications made after the Full Bench proceedings (known as residual variations), are not in Document Search. Some residual variation cases are available from the Applications to create or change an award page on our website.

If you can't find what you need, you can request a document using our Document Request Form.

Variation of modern awards to include a delegates' rights term

18 Jan 2024

President Hatcher has issued a Statement commencing the process to vary modern awards to include a delegates' rights term.

The Commission is required to insert a delegates' rights term into all modern awards by 30 June 2024. This is due to changes arising from the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023*.

To help this process we have done an audit of modern award terms that currently deal with workplace delegates, employee representatives and unions. The audit is attached to the Statement at Attachment B. We invite interested parties to comment on the audit.

The Statement also sets out a draft timetable for consultation on the making of the required terms. We also invite comments on the draft timetable.

- Read the President's Statement (pdf)
- Read information about the Closing Loopholes Act changes on our website
- Read about the Variation of modern awards to include a delegates' rights term case

Modern Awards Review 2023-24: Discussion paper on work and care released

29 Jan 2024

We have released a discussion paper on work and care as part of the Modern Awards Review 2023-24.

The paper has been prepared by our staff to help guide the consultation process and promote a discussion on balancing work and care in the context of workplace relations settings in modern awards.

The release of this paper was previously announced in Justice Hatcher's 4 October 2023 statement. The paper is published in accordance with the timetable for the Modern Awards Review 2023-24.

Deputy President O'Neill has also issued a statement setting out the proposed programming of the consultation process. The statement also provides an update on the forthcoming survey and research report that was foreshadowed in Justice Hatcher's 24 November 2023 statement.

Interested parties are invited to make submissions in response to the discussion paper and comment on the conduct of the consultation process **by 12 noon (AEDT) on Monday, 12 March 2024**.

A mention and directions hearing to finalise arrangements for the consultation process will be held at **10am (AEDT) on Wednesday, 21 February 2024**.

We have prepared a submission template (docx) for interested parties to use when making submissions to the review. Submissions should be emailed to awards@fwc.gov.au.

Read:

- Deputy President O'Neill's statement ([2024] FWC 213) on proposed programming of consultation and update on survey and research report (pdf)
- the Notice of listing – 21 February 2024 (pdf)
- the Discussion paper on work and care (pdf)

Stay up to date

More information is available on the Modern Awards Review 2023-24 webpage.

We encourage you to subscribe to stay up to date with the progress of the review. You can also follow us on LinkedIn .

Paid Agents Working Group established

30 Jan 2024

The Fair Work Commission has established a Paid Agents Working Group. The new working group will be led by President Hatcher and made up of senior Commission Members and senior members of staff.

Background to the establishment of the group

People involved in matters before the Commission can be represented by a lawyer or paid agent, subject to permission requirements in the *Fair Work Act 2009* being met. Lawyers are required to be admitted to the legal profession and are subject to regulation of their qualifications, conduct, ethics and financial dealings. There are no qualification requirements for paid agents, nor are they subject to any professional scheme that regulates their conduct.

At times, concerns are raised about the conduct of paid agents involved in matters before the Commission. These concerns usually arise in individual dispute matters, where parties may be vulnerable or at a particularly difficult point in their lives due to job loss or other factors. They may have limited ability or resources to address the concerns themselves.

For information about representation at the Commission, visit Legal help and representation or see our Practice note: Lawyers & paid agents.

Purpose of the Paid Agents Working Group

The new working group will seek to identify and guide the implementation of measures aimed at ensuring that all paid agents appearing before the Commission:

- conduct themselves in an ethical and honest manner
- act in the best interests of the parties they represent, and
- generally operate in accordance with standards that are broadly consistent with what would be expected of a lawyer in the same circumstances.

The working group will consult with regular representatives involved in individual dispute matters before the Commission, as well as with law societies, peak bodies, and other interested parties.

Keep up to date

To find out about any consultation processes or outcomes from this group, subscribe to Announcements or follow us on LinkedIn .

Decisions of the Fair Work Commission

The summaries of decisions contained in this Bulletin are not a substitute for the published reasons for the Commission's decisions nor are they to be used in any later consideration of the Commission's reasons.

Summaries of selected decisions signed and filed during the month ending Wednesday, 31 January 2024.

1 CASE PROCEDURES – discontinuance – ss.365, 577, 588 Fair Work Act 2009 – Full Bench – applicant filed s.365 application against respondent alleging dismissal contravened general protections – application filed by 'Employee Dismissals' acting as applicant's paid agent – conciliation conference held before Member on 5 October 2023 in which parties agreed to settlement, and terms of settlement were emailed to parties for signature – on 13 November 2023 applicant emailed Commission indicating he had not yet received settlement amount and that he was unable to contact his paid agent – on 14 November 2023 Commission emailed respondent's lawyer confirming whether signed terms of settlement were exchanged and whether settlement was discharged – respondent's lawyer responded advising Commission that signed terms of settlement were exchanged and respondent fulfilled obligations – attached to that email was correspondence between applicant and respondent's lawyer in which applicant was provided with an email sent from Employee Dismissals to the respondent's lawyers – that email attached an irrevocable authority signed by applicant and advised the respondent's lawyer that settlement amount should be paid to Employee Dismissals' trust account – applicant sent further email to Commission advising he had no further contacts with Employee Dismissals and raised complaint about conduct of paid agent – applicant's email contained email sent from Employee Dismissals to applicant advising settlement amount was received but fell short of fees, and that notice of discontinuance will be filed shortly – on 17 November 2023, Employee Dismissals filed notice of discontinuance – on 20 November 2023, applicant emailed Commission reiterating his complaint about conduct of paid agent and requesting second conciliation conference – matter escalated to President of Commission – President's Chambers emailed applicant confirming whether he had instructed or authorised Employee Dismissals to file notice of discontinuance – applicant responded advising he had no contact with paid agent since conference and did not instruct them to file – President held hearing on 14 December 2023 to determine validity of discontinuance and Employee Dismissals were directed to attend – applicant submitted at hearing that he did not instruct Employee Dismissals to discontinue matter and that paid agent never explained terms of settlement to applicant before signing – applicant further submitted he had thought parties discussed in conference that settlement sum will be paid to his personal bank account, and that Employee Dismissals never advised at conference that the settlement sum would be paid elsewhere – Employee Dismissals submitted that as per settlement they had authority to discontinue the matter once obligations discharged – Employee Dismissals further submitted applicant signed irrevocable authority indicating payment of settlement sum will be made to trust account, and that applicant should have

understood the terms of engagement with Employee Dismissals before signing as it states that settlement sum would applied towards paid agent fees and that any excess, if any, will be disbursed to applicant – President issued orders requiring Employee Dismissals to produce documents relating to the applicant's representation before Commission, and referred matter to Full Bench for consideration – Full Bench found that while there is no regulatory scheme governing conduct, ethics or financial dealings of paid agents, Commission has overriding obligation to exercise its powers in a manner which is fair, just, open and transparent – Full Bench found that proper discharge of such obligation would not permit Commission to allow paid agents to conduct themselves in a manner which is significantly inconsistent with the applicable professional obligations of lawyers in equivalent circumstances – Full Bench found paid agent may file notice of discontinuance only if they have been expressly instructed or authorised by client to do so, and such instruction or authorisation has been given after the provision of appropriate advice by paid agent to applicant – Full Bench determined that notice of discontinuance filed by paid agent other than in circumstances above is invalid and a nullity – Full Bench rejected Employee Dismissals submission that it had authority to close the matter as per the terms of settlement, stating that terms only refer to the file being 'closed by the Commission' which is merely an administrative step taken by Commission to deal with inactive matters – Full Bench added that this administrative step does not have the legal effect of extinguishing matter, and matter can be reopened if necessary – Full Bench granted applicant's request for further conference as it viewed the dispute unresolved, and respondent may have contravened or repudiated terms of settlement by paying settlement sum to Employee Dismissals trust account before applicant had executed terms of settlement – Full Bench indicated that respondent may wish to file application for costs pursuant to s.376(2)(b) on the basis of Employee Dismissals' conduct in this matter.

Howell v Elite Elevators Corporation P/L

C2023/5486 | [2023] FWCFB 265
Hatcher J | Sydney | 22 December 2023
Wright DP
Crawford C

---

2 CASE PROCEDURES – representation – extension of time – ss.385, 387, 394 Fair Work Act 2009 – applicant lodged unfair dismissal application after 21-day statutory time limit – extension of time to file required – respondent opposed application for extension – applicant employed from April 2016 until dismissal on 27 October 2023 – applicant sought professional advice from Unfair Dismissal Experts P/L (UDE) – applicant spoke to Mr Gaffney, a paid agent at UDE – Mr Gaffney advised applicant they had the right to make an unfair dismissal application – applicant engaged UDE to represent him – Mr Gaffney advised applicant that once client engagement paperwork was complete he would lodge application – Mr Gaffney then advised no further action from applicant needed to be taken – date of dismissal was entered into UDE data base to trigger when forms needed to be filed at the Commission- wrong date was entered into data base – UDE was not aware of error until after statutory time limit had expired – Mr Gaffney promptly lodged application when he became aware

deadline had passed – Mr Gaffney did not inform applicant of error until sometime after lodging the application – applicant claimed extension of time should be granted because delay was due to representative error – applicant gave prompt instructions well within statutory time limit – respondent claimed applicant was aware of the timeframe but remained passive after giving instructions – Deputy President noted exceptional circumstances as circumstances that "must be out of the ordinary course, or unusual, or special, or uncommon" [*Nulty*]- Deputy President noted representative error may be a sufficient reason to extend time [*McConnell*] – Deputy President flagged concerns regarding UDE's flawed reliance on a data system that had no checks and balances – Deputy President criticised UDE for not promptly informing applicant of error – Deputy President held it was reasonable for applicant not to contact UDE because he was advised UDE or Commission would contact him – Deputy President considered that merits weighed in favour of granting an extension of time – Deputy President granted an extension of time – Deputy President raised concerns about litigation interests of employees given no specific industry standards of paid agent's conduct and no mechanism for litigant to complain about a paid agent – Commission's statutory obligation to determine an extension of time not a substitute for lack of a paid agents regulatory scheme – observed whether regulatory scheme necessary for paid agents was matter for policy makers and industry itself – Deputy President directed the matter be conciliated between the parties.

Hernen v Adelaide Integrated Precast P/L

U2023/11598 [2024] FWC 95
Anderson DP Adelaide 12 January 2024

---

3 TERMINATION OF EMPLOYMENT – valid reason – s.394 Fair Work Act 2009 – applicant was an area manager for the respondent – applicant terminated due to six allegations of misconduct surrounding breaches of respondent's 'Code of Conduct' and policies associated with company money and secondary employment – applicant was on workers' compensation and not working between 15 April 2021 and 10 May 2022 – applicant sought reinstatement as remedy for alleged unfair dismissal – respondent had extensive policies on use of corporate credit card ('PCard') to manage how managers were spending company money – respondent alleged applicant had a long history of breaching this policy by failing to obtain invoices, approval from managers and authorisation of payment from their internal portal 'Expense8' – respondent required approval for secondary employment from staff an annual basis, where secondary employment was defined as 'any paid office or paid employment, or business or private practice or any profession, or any voluntary emergency services work outside of employee's duties for respondent, including when on leave' – the secondary employment policy also required 'an employee must declare their involvement in a company or business even if that company or business is inactive' – applicant dismissed due to 22 unauthorised purchases and unauthorised secondary employment – Commission noted applicant was a senior employee requiring him to "demonstrate accountability" at an "adept" level by being "proactive and responsible for own actions" – Commission found applicant was trained in relation to requirements and, based on expressed concerns relating to 'PCard' practices, was well aware of requirements – found applicant failed to act diligently to ensure

practices and requirements were met – Commission noted while applicant's manager seemed to have enticed or encouraged policy breaches applicant should have been proactive and responsible in reporting apparent breaches to other senior employees – applicant submitted disciplinary action against an employee must be done in a fair and equitable manner [*B v Australian Postal Corporation*] – Commission noted the extensive training program should have been completed by applicant and would not be excused by a workplace culture of continuing breaches – the multiple allegations of breaches of 'PCard' policies showed the applicant's poor attitude toward compliance with policies and unwillingness to seek clarification – Commission not satisfied that applicant was engaged in secondary paid employment or that they were involved in a business actively trading and satisfied applicant was helping relatives or exploring other possibilities for work – Commission noted applicant should have clarified this with respondent according to secondary employment policy requirements – respondent raised concern that applicant registered a business in his name – Commission noted applicant should have declared this on an annual basis – Commission satisfied there was a valid reason for dismissal relating to conduct – Commission satisfied applicant was notified in explicit, plain and clear terms of the valid reason and provided opportunity to respond due to extensive correspondence between parties from 8 July 2022 to 8 March 2023 – applicant submitted he was denied procedural fairness as respondent denied access to emails and records throughout the investigation, due to the gap in time between alleged misconduct and investigation, and was denied a further opportunity to appeal respondent's decision to terminate contravening the Enterprise Agreement – applicant submitted personal and economic circumstances made dismissal harsh as applicant was sole provider for family and had financial responsibilities – applicant submitted similar conduct of other employees did not result in dismissal – respondent submitted that reviews of misconduct were determined on a 'case by case' basis and submitted length of service and training requirements of applicant show he ought to have known respondent policies and procedures – Commission not satisfied of 'differential treatment' between employees – Commission considered applicant's recent work performance as being unsatisfactory as applicant was disciplined for other breaches of policy and noted along with applicant being adversely impacted financially, a balance with relevant considerations about unfair dismissal needed to be made – Commission noted some problematic processes adopted by respondent in the investigation process where respondent should have raised misconduct concerns with applicant at the earliest opportunity – Commission not satisfied that the transfer of the decision making process from Transport for NSW to respondent was procedurally unfair, and did not deny a right of appeal under the Enterprise Agreement – Commission satisfied there was a valid reason for dismissal which applicant was notified of and had opportunity to respond to – Commission found dismissal was not harsh, unjust or unreasonable – application dismissed.

Ali v Sydney Trains

U2023/3993 [2024] FWC 33
Matheson C Sydney 8 January 2024

4 ENTERPRISE AGREEMENTS – genuinely agree – ss.180, 185, 188 Fair Work Act 2009 – application made by Warp P/L for approval

of the *WARP WA Enterprise Agreement 2023* – applicant's employees previously covered by the *WARP P/L Employee Collective Agreement 2008* (Old Agreement) which ceased operation on 7 December 2023, as a result of the sunsetting provisions in clause 20A of Part 13 of Schedule 1 to the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act) that applied to agreement-based transitional instruments – Construction, Forestry, Maritime and Energy Union (CFMEU) wrote to the Commission requesting to be heard in relation to the application – Commission satisfied that based on the information before it that the CFMEU had members who are among those employees who cast a vote in relation to the Agreement – CFMEU did not seek to rely on its status as a bargaining representative in seeking to be heard by the Commission – Commission determined that it would be assisted by the CFMEU as a contradictor in these proceedings – key matters in contention in this matter are: whether the Agreement has been genuinely agreed to by the employees covered by it (s.186(2)(a)); and whether the Agreement passes the better off overall test (s.186(2)(d)) – s.180(5) of the FW Act provides that the employer must take all reasonable steps to ensure that: (a) the terms of the agreement, and the effect of those terms, are explained to the employees employed at the time who will be covered by the agreement; and (b) the explanation is provided in an appropriate manner taking into account the particular needs and circumstances of those employees – as noted by the Full Court of the Federal Court in *One Key Workforce (No 2)* the purpose of the obligation imposed on employers by s.180(5) is to enable the relevant employees to cast an informed vote: to know what it is they are being asked to agree to and to enable them to understand how wages and working conditions might be affected by voting in favour of the agreement – it was declared at question 8 of the Form F17A that the modern award that covers the employer and any employees covered by the Agreement is the *Miscellaneous Award 2020* (Miscellaneous Award) – it was declared at question 22 of the Form F17A that on 2 June 2023, each employee who will be covered by the Agreement was sent an email with the following: the proposed Agreement; the Miscellaneous Award; an explanation sheet regarding the proposed Agreement – clause 6.7 of the Agreement provides: 'Where the Employer engages or directs an Employee to perform work which would otherwise be covered by the *Building and Construction General On-site Award 2020*, the Employer will pay the Employee, for the performance of such work, the greater of the following amounts: (a) the rates of pay in clause 6.1 of this Agreement; or (b) an amount comprising the base rate of pay for the relevant classification in the Award above plus 5%, and any applicable allowances, overtime, and penalties plus 5%, as provided for in the Award above.' – Commission sought clarification as to whether employees were given a copy of the *Building and Construction General On-site Award 2020* (Building Award) during the access period or had access to the Building Award throughout the access period – applicant conceded that it did not provide a copy of the Building Award to employees – submitted that the Building Award was only relevant in respect of the 'future' application of the Agreement that did not at the time the Agreement was negotiated, voted, or made, exist, but a future that was contemplated by both the Applicant and employees – further submitted that the clause, at the time the Agreement was voted on, had no material effect on the employees' terms and conditions of employment – Commission held the entitlement in clause 6.7 may only be understood by

reference to the Building Award itself, in these circumstances, the terms of the Building Award relevant to clause 6.7 are incorporated by reference in the Agreement – in these proceedings the CFMEU sought to establish the Building Award was not an 'additional award' with marginal relevance to the Applicant's business but has primary application and together with the *Security Services Industry Award 2020* (Security Services Award) 'covers the field' – if the CFMEU was right about this, it would follow that the Miscellaneous Award would have no relevance and in these circumstances the steps taken by the Applicant as described above could not be 'reasonable steps' because the award it has identified as a comparator would be wrong – however, even if the Miscellaneous Award was an appropriate comparator, a question arose as to whether the steps taken by the Applicant were the only steps that needed to have been taken – Commission found that the Building Award was a relevant award for the purposes of the better off overall test – further found that the Security Services Award was also a relevant award for the purposes of the better off overall test – Commission not persuaded that the Building Award and Security Services Award necessarily 'cover the field' as submitted by the CFMEU – in *One Key Workforce (No 2)* the Full Court of the Federal Court considered s.188(1)(c) which requires the Commission to be satisfied that there are no other reasonable grounds for believing that the agreement has not been 'genuinely agreed' to by employees – in deciding whether to vote for or against the approval of the Agreement, the explanation would, on an objective view, lead employees to believe that the choice they are making is a choice between the Agreement and, when the Old Agreement ceased to operate, the Miscellaneous Award – the reference made to the Building Award in the oral explanation was no more than cursory in nature and was made in the context of clause 6.7 – there was no comparison of the Building Award terms with those of the Agreement, nor was there a comparison of the terms of the Security Services Award with those of the Agreement – the comparator used, being the Miscellaneous Award is uncontroversially less generous in its terms than the Building Award – Commission found it unlikely that the relevant employees understood the operation of all of the awards that would be affected by the Agreement and the extent to which the wages and working conditions for employees under each of those awards differed from those in the Agreement – Commission not satisfied that the steps taken to explain the terms and the effect of the Agreement were reasonable and that the steps taken were all the reasonable steps that needed to be taken to comply with s.180(5) – not satisfied that there are no other reasonable grounds for believing that the Agreement has not been genuinely agreed to by the relevant employees – Commission not satisfied that the applicant had taken all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, were explained to the employees employed at the time who will be covered by the agreement as contemplated by s.180(5) – considering the explanation provided to employees, the Commission had reasonable grounds for believing that the Agreement has not been genuinely agreed – found that the non-compliance with s.180(5) and the existence of reasonable grounds for believing that the Agreement has not been genuinely agreed to by employees cannot be remedied by s.188(2) or the undertaking offered by the applicant – application dismissed.

Other Fair Work Commission decisions of note

Wilson v Australian Federal Police (On Behalf Of The Commonwealth)

TERMINATION OF EMPLOYMENT – valid reason – vaccination – ss.394, 386 Fair Work Act 2009 – applicant commenced employment as an officer in January 1991 – on 29 October 2021, the Australian Federal Police Commissioner issued Commissioner's Order 10 (CO10) which required appointees regularly attending office premises to receive at least one dose of a COVID vaccination by 8 November 2021, and a second dose by 14 February 2022 – Commissioner's Order issued under s.37 of the Australian Federal Police Act 1979 – Commission observed no jurisdiction under the Fair Work Act 2009 to determine validity of Orders prescribed under different legislation – after CO10 issued applicant declined to get a COVID vaccination and commenced approved leave on 26 October 2021 until 6 February 2023 – applicant applied unsuccessfully to obtain an exemption while on leave – applicant's role unable to be performed remotely full-time – applicant's employment terminated on basis he did not comply with CO10 and Direction to receive vaccination – Commission required to consider s.387 criteria to determine whether dismissal was harsh, unjust or unreasonable – Commission found a valid reason for dismissal existed as the applicant did not comply with a lawful and reasonable direction of obtaining a COVID vaccination as mandated by CO10 and was in breach of employment obligations to follow Police Commissioner's Orders – question of reasonableness of vaccination policy not a test considered where mandated by Police Commissioner's Order – Commission found mandate lawful and policy made on reasonable basis despite personal beliefs of applicant – Commission found that applicant was given sufficient time to consider vaccine mandate and apply for an exemption with option to take leave during period applicant ineligible to return to work – Commission found applicant was notified of reason for dismissal and afforded an opportunity to respond – Commission required to consider other relevant matters including applicant's significant period of service – applicant was aware of consequences of non-compliance with order CO10 on return from leave and the process of termination extended over several months – Commission noted that the applicant did not have an intention to comply with the Order and no other disciplinary measures could be considered by respondent as applicant would still be in breach of Police Commissioner's Orders – held valid reason to dismiss existed due to applicant's failure to follow requirement of his employment to follow the Police Commissioner's Order and direction to obtain a COVID-19 vaccination – held dismissal was not harsh unjust or unreasonable – application dismissed.

U2024/18 [2024] FWC 18
Lake DP Brisbane 3 January 2024

Lee v P & K Total Services P/L

GENERAL PROTECTIONS – contractor or employee – ss.365, 386 Fair Work Act 2009 – applicant lodged general protections application involving dismissal – respondent raised jurisdictional objection claiming applicant not dismissed – respondent also sought costs against applicant – necessary to determine whether applicant was an employee for purposes of s.386 – applicant engaged as tiler and grouter on 22 May 2022 – no written agreement or employment contract existed – multifactorial test necessary when no comprehensive contract exists, where multiple indicia are considered but none alone are determinative [*Jamsek*] – 'making an informed, considered, qualitative appreciation of the whole' employment relationship was necessary [*Roy Morgan Research*] – ultimate question is whether worker is a servant of another where employer exercises control over the way work is performed, place and hours of work etc. [*Jiang Shen Cai*] – applicant found to not carry a trade or business of her own – could not freely decline work provided by respondent – could

not determine how to perform these tasks when working – Commission rejected respondent's submission that the terms of any oral contract are determined by concurrent conduct between the parties at time of engagement – respondent submitted that applicant bought her own equipment, had an ABN, and provided invoices and was responsible for her own taxation – Commission noted that these are indicators of independent contracting relationship but are not reflective of employment relationship – Commission found on this basis that an employment relationship existed rather than an independent contracting arrangement – in determining whether applicant was dismissed, not necessary to show employer's intent, but rather, on any reasonable view, their conduct would likely end employment relationship [*Bupa*] – respondent submitted applicant freely left employment via text message on 4 May 2023 – applicant stated respondent terminated employment via phone call on 21 June 2023 – Commission found that invoices dated on 8 May 2023 and 12 May 2023 indicated relationship did not end on 4 May 2023 – evidence showed respondent provided work to applicant on 13 June 2023 which further indicated relationship did not end – Commission did not accept respondent's submission that applicant resigned freely – Commission found employment relationship ended on employer's initiative – jurisdictional objection dismissed – respondent's costs application dismissed.

C2023/4103 [2024] FWC 47
Lake DP Brisbane 9 January 2024

Bega Dairy and Drinks P/L formerly known as National Foods (Dairy Foods) Limited v United Workers' Union

ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – seven day shiftworker – s.739 Fair Work Act 2009 – application by Bega Dairy and Drinks P/L (formerly known as National Foods (Dairy Foods) Limited) (BDD) – alleged dispute about matters arising under the *Lion Dairy & Drinks Wetherill Park Enterprise Agreement 2020* – agreement applies to relevant employees at BDD's dairy processing Wetherill Park site in New South Wales, where flavoured milks (such as Dare, Big M, and Farmers' Union), and bespoke white milk, UHT milk and McFrappe, are produced – definition or description of the term 'seven day shiftworker' – same term used in various modern awards – also used in the modern award that covers and would apply (but for the operation of the Agreement) to relevant employees, the *Food, Beverage and Tobacco Manufacturing Award 2020* (FBT Award) – arbitral history of term extends back more than 100 years – dispute about whether an employee of the applicant and member of the UWU was entitled to an additional week of annual leave each year – UWU claimed employee was entitled to accrue 190 hours of annual leave per year (the Additional Annual Leave) in accordance with clause 15.2(b) of the agreement – clause 15.2 reads '15.2 Team Members accrue the following annual leave entitlement for each year of continuous service with the Company: (a) 152 hours per year for full-time Team Members; and (b) 190 hours per year for Team Members who are seven day shiftworkers that are regularly rostered to work on Sundays and Public Holidays.' – applicant disputed employee was entitled to the Additional Annual Leave because he was not a seven day shift worker who regularly works on Sundays and public holidays – Commission did not accept that term 'seven day shift worker' was conjunctive with, or to be read unseparated from, the words 'who is regularly rostered to work weekends and public holidays' – term has a specific meaning beyond just that of a shiftworker who performs work regularly on Sundays and public holidays – the term 'seven day shiftworker' is one of general application – the term 'seven day shift worker' is defined or described as a full-time or part-time employee who is a shiftworker that, over a relevant period of time, in accordance with the provisions of their roster, regularly perform their ordinary hours of work on each of the seven days of the week – the focus is upon the individual employee concerned, and the shifts that he or she actually works, not the roster of the relevant enterprise, or the mere existence of a seven day continuous process industry or enterprise – Commission found that a seven day shiftworker is an employee who must have his or her ordinary hours of work rostered regularly and evenly over seven days of a week during the relevant period, **and** work regularly on

Sundays and public holidays during the relevant period, to qualify for additional NES annual leave – the answers to the questions for arbitration posed by the applicant in proceedings were: (a) Does the phrase 'seven day shift workers' in clause 15.2(b) of the Agreement require the Team Member to be: (i) engaged on a roster of ordinary hours which is continuous 24 hours a day for seven days of the week? Answer: No (ii) rostered to perform work on each of the seven days of the week? Answer: Yes; (b) Can a Team Member engaged on the 12:20 shift roster prescribed in Appendix C [of the Agreement] be entitled to 190 hours of annual leave per year under clause 15.2(b)? Answer: No; (c) Is the employee entitled to 190 hours of annual leave per year under clause 15.2(b) of the Agreement? Answer: No.

C2023/2703 [2024] FWC 171
Boyce DP Sydney 23 January 2024

Transport Workers' Union of Australia v Cleanaway Operations P/L

ENTERPRISE BARGAINING – bargaining dispute – intractable bargaining declaration – ss.234, 235 Fair Work Act 2009 – application by Transport Workers' Union (applicant) for intractable bargaining declaration (declaration) in respect of bargaining with Cleanaway Operations P/L (respondent) for proposed Cleanaway Erskine Park Drivers Enterprise Agreement 2022 – respondent did not oppose declaration being made – on 20 October 2022 parties commenced bargaining for a replacement enterprise agreement – parties attended 17 bargaining meetings – on 22-23 June 2023 ballot held for proposed agreement – 64 of 69 eligible employees participated in ballot – 64 employees voted against proposed agreement – applicant lodged bargaining dispute under s.240 FW Act – Commission convened 3 conferences – on 16 October 2023 applicant filed application for declaration – applicant contended outstanding claims were ordinary hours of work, weekend penalty rates, wage increased, expiry date, and wording of consultation and dispute resolution clauses – on 20-21 November 2023 ballot held for new proposed agreement – 67 of 74 eligible employees participated in ballot – 63 employees voted against new proposed agreement – on 19 December 2023 respondent notified applicant that new proposed agreement was withdrawn in its entirety because majority employee agreement was not secured – respondent contended there were no longer any agreed terms – applicant contended there were agreed terms but for outstanding claims – Commission considered terms of s.235(2) and type of findings required – satisfied application for declaration validly made – satisfied application made after end of minimum bargaining period – satisfied, as finding of fact, Commission dealt with dispute about agreement under s.240 and applicant participated in process per s.235(2)(a) – satisfied, as evaluative judgment, there was no reasonable prospect of agreement being reached if declaration not made per s.235(2)(b) – satisfied, as further evaluative judgment, reasonable in all circumstances to make declaration taking into account views of all bargaining representatives per s.235(2)(c) – Commission held that all preconditions for making a declaration under s.235(1) were satisfied – necessity and duration of post-declaration negotiating period considered – applicant submitted negotiating period was an exercise in futility and would delay arbitration via workplace determination – respondent submitted a 30-day negotiating period be imposed with active assistance from Commission so matters in dispute could be narrowed or resolved – Commission considered meaning of 'agreed terms' [*United Firefighters' Union of Australia v Fire Rescue Victoria*] – noted respondent's position was very different to FRV's position – satisfied that Commission could assist parties to reassess positions relating to agreed terms and accelerate workplace determination – determined that circumstances justify short post-declaration negotiating period from 12 to 25 January 2024 – intractable bargaining declaration made – post-declaration negotiating period ordered.

B2023/1110 [2024] FWC 91
Wright DP Sydney 12 January 2024

The Hobart Clinic Association Limited t/a The Hobart Clinic v Health Services Union

INDUSTRIAL ACTION – suspension of protected industrial action – endangering life – s.424 Fair Work Act 2009 – reasons for decision published after order suspending industrial action issued – applicant operates mental health inpatient facility – facility treats patients with range of mental health illnesses and symptoms including self-harm and suicidal ideation – parties bargaining for enterprise agreement covering nurses at facility – protected action ballot order issued by Commission in December 2023 – ballot authorised protected industrial action including 'an alteration to how members would ordinarily perform work by speaking with patients, the public and the media about industrial action, including giving them union materials' – applicant sought order for suspension or termination of protected action – contended proposed action threatened physical and mental state of patients at risk of material detriment and/or hinder improvement in patient's mental state – respondent contended power under Act to suspend protected industrial action intended for use in exceptional circumstances and where significant harm is being caused by action – further contended threat to an individual's health and safety must be direct and imminent, rather than speculative – Commission observed main contention between parties was whether action would threaten to endanger life, personal safety, health or welfare of population or part of it (s.424(1)(c)) – further observed if found that proposed action puts a person's physical or mental state at risk of material detriment that may constitute conduct that endangers personal health or safety – no requirement to find exceptional circumstances exist or that significant harm is being caused [*Victorian Hospitals' Industrial Association v ANF*, *NTEU v Monash*] – Commission held HSU members speaking with patients about industrial action, without limitation, would put patients' physical or mental state at risk of material detriment – agreed with applicant exacerbation of serious medical conditions already in hospital amounted to endangering health or welfare of those patients – requirements of ss.424(1)(b) and (c) met – Commission found insufficient evidence to support risk to patients if HSU members spoke to public and media – also insufficient evidence to support risk to patients if HSU members wore union clothing, badges and other campaign items during protected industrial action – as ss.424(1)(b) and (c) requirements met, whether to suspend or terminate action considered – Commission noted concerns raised by applicant could be addressed by HSU contemplating industrial action not involving speaking to patients about the action – held action would be suspended rather than terminated – Commission accepted HSU submissions that if suspension ordered the length of suspension ought be short as issues could be resolved quickly – held suspension would take effect 5 January 2024 and cease 11:59pm 22 January 2024 – order issued suspending industrial action – observed after order issued any other industrial action notified by HSU ceased to be protected (s.413(7)) during period concluding 11:59pm 22 January 2024.

B2024/6		[2024] FWC 146
Wright DP	Sydney	17 January 2024

Williamson v Active Towing & Transport P/L

TERMINATION OF EMPLOYMENT – application to dismiss by employer – whether employee – ss.394, 396 Fair Work Act 2009 – jurisdictional objection that applicant not employee for purposes of s.396 – applicant owner/director of towing business Active Towing Sydney (ATS) between 1991 and 2019 – applicant also owned and operated Central District Smash Repairs until mid-2022 – two new directors brought into ATS in 2019 – applicant claims between March and May 2019 agreement reached that a new entity, Active Towing and Transport (ATT), would be incorporated and applicant would continue routine duties but as employee – applicant's payslips reflected transfer to ATT – applicant resigned as director of ATT in February 2021 – applicant dismissed from ATT April 2023 – contended dismissal unfair, claimed outstanding wages, notice and annual leave from ATT – no written contract for ATS or ATT – applicant submitted he continued same work – Commission reinforced: 'Where the terms of the relationship between the parties has not been committed comprehensively to a written agreement, the characterisation of a relationship as being either one of employment or one of principal and independent contractor is to be determined by reference to the totality of the relationship between the parties'

[*Personnel Contracting*] – Commission examined degree of control, work performed, payment arrangements, provision of leave, deduction of income tax – noted applicant had onus of establishing employee status – Commission examined work performed by applicant, evidence of duties, including ordinary hours and tasks – respondents denied applicant performed any duties for ATT – noted challenges with competing narratives and evidence – tasks not recorded, but applicant paid annual salary by ATT in 2020, 2021, 2022 and 2023 – role recorded as 'director' or 'shareholder' – key dispute whether work performed for payments – Commission found more likely applicant continued same duties under ATT as done under ATS – duties and hours determined as an employee – noted not necessary to prove respondent giving directions to establish control [*Stevens*] – applicant paid regularly – payslips recorded salary/wages, pay period, total earnings, PAYG, superannuation, leave – Commission noted the 'weight of evidence, including payslips, superannuation payments and tax returns show that [the applicant] was in fact a full-time employee of ATT at the time he was dismissed' – applicant declared bankrupt in February 2023 – disqualified from managing corporations by ASIC in July 2023 – respondents argued any contract void and unenforceable due to ASIC ruling – Commission found no evidence applicant engaged in unlawful conduct in this business – no legal basis that contract unlawful or unenforceable – applicant found employed by respondent – jurisdictional objection dismissed – application to proceed.

U2023/3491 [2023] FWC 3480
Wright DP Sydney 28 December 2023

Pan v Planet Buildings Products P/L

TERMINATION OF EMPLOYMENT – misconduct – ss.387, 394 Fair Work Act 2009 – applicant employed as a storeperson – applicant made complaint about actions of a co-worker and consequently respondent conducted a toolbox meeting – at toolbox meeting the applicant had a heated discussion and then left the workplace – applicant returned to workplace and had further aggressive interactions – applicant alleged no valid reason for dismissal and the reasons for dismissal proffered by the respondent were inconsistent – respondent alleged applicant had engaged in misconduct – respondent alleged applicant behaved aggressively, including filming and threatening employees and refused to leave the workplace when directed – respondent's evidence that applicant resigned during one of the heated exchanges – Commission held it was more probable than not that applicant resigned in the heat of the moment – Commission held incumbent on Respondent to confirm resignation and absent confirmation decision may be at initiative of the employer [*Bupa*] – Commission held notwithstanding resignation issue that the most relevant issue was the Applicant's conduct where he returned to workplace and confronted managers – Commission held applicant acted in aggressive and threatening manner towards managers – Commission found that Applicant encouraged to leave the premises but continued to display erratic and unacceptable behaviour – Commission held that applicant's conduct was valid reason for dismissal – Commission held applicant was not notified of reasons for dismissal – respondent submitted its failure to notify was due to applicant's agitated state – Commission accepted Respondent believed it was appropriate to advise applicant of reasons for dismissal at later time – Commission held the failure to notify applicant to be significant procedural flaw that had bearing on fairness of the dismissal – Commission held applicant denied opportunity to respond to reason for termination – Commission held such failure to give opportunity respond does not automatically render dismissal unfair [*Etienne*] – Commission held size of respondent business and lack of human resource specialist had impact on the dismissal procedure – applicant submitted other relevant matters included length of service and financial impact of dismissal – Commission held applicant's length of service was relevant factor for consideration [*Streeter*] – Commission declined to take into account the impact the dismissal had on applicant's financial situation as applicant had quickly found new employment – Commission held that the procedural failings of respondent mitigated by size of respondent business – Commission held procedural failings not sufficient to outweigh valid reason for dismissal and severity of applicant's conduct – concluded dismissal was not harsh unjust or unreasonable –

application dismissed.

U2023/8946		[2024] FWC 45
O'Keeffe DP	Perth	8 January 2024

Construction, Forestry and Maritime Employees Union v DP World Brisbane t/a DP World and Ors

ENTERPRISE BARGAINING – protected action ballot – extension of notice period – ss.437, 443 Fair Work Act 2009 – the applicant (Construction, Forestry and Maritime Employees Union (Maritime Employees Union division)) applied for four Protected Action Ballot Orders (PABO) against the respondent (DP World) – respondent operates four separate corporate entities in Melbourne, Brisbane, Fremantle, and Sydney – PABOs sought against all four – respondent objected to PABOs and requested Commission consider that there were exceptional circumstances requiring notice period be extended from 3 days to 5 days – Commissioner noted that bargaining between parties had commenced in March 2023 – enterprise agreements for each entity expired in September 2023 – proposed questions for voting by employees outlined unlimited work bans against respondent's operations, including two questions concerning rosters – respondent objected to questions about rosters, suggesting these were not directly relevant to the enterprise bargaining between parties – rostering changes subject to separate, undetermined Commission dispute notification – respondent instead suggested proposed roster questions were put for collateral purpose of stymying its proposed roster changes – Commissioner noted duty to make order if s.443(1) requirements met – cited s.19 definition of industrial action to include "the performance of work by an employee [includes] adaption of a practice in relation to work…the result of which is a restriction or limitation in the performance of work" – Commissioner noted that the Commission did not try to guess at the motives for why the applying party intended to take industrial action [*Curtin University*] – Commissioner held PABO applications, including proposed roster questions, were validly made per s.437 – applicant claimed that it had tried to genuinely reach an agreement with respondent – Commissioner noted steps taken during bargaining process – applicant provided a log of claims and respondent issued a NERR to its employees – Commissioner found that parties were genuinely trying to reach agreement – Commissioner considered respondent's request to extend notice period to five days instead of three – Commissioner noted evidence of respondent's Senior Director – Operations, Engineering and Infrastructure that industrial action would have a serious impact on both its customers and operations – witness explained respondent would need to arrange subcontracts with other stevedoring providers to assist its customers – respondent needed a minimum of five days to make such arrangements – Commissioner noted it was a matter for the Commission to make an evaluative judgment as to whether there are (a) exceptional circumstances and (b) that those circumstances justified a longer notice period [*Charles Darwin University*] – Commissioner found that there were exceptional circumstances given potential impact of industrial action on supply chains and circumstances justified a longer notice period – Commissioner made all four PABOs – Commissioner ordered the notice period be extended to five days – Commissioner noted that Commission would organise s.448A conference to be held between parties.

B2024/14 and Ors		[2024] FWC 133
Wilson C	Melbourne	16 January 2024

Swetnam v Goulburn Valley Health t/a GV Health Shepparton Hospital

GENERAL PROTECTIONS – dismissal dispute – s.365, 368, 386 Fair Work Act 2009 – applicant worked as registered nurse at time employment ended – applicant contracted respiratory illness in March 2023 – while hospitalised for illness applicant accessed personal, annual and long service leave – attempted return to work on 20 May 2023 failed after working with face mask presented breathing difficulties – medically cleared to return to work on June 8 2023, but instructed to avoid lengthy periods of exertion and wearing mask – applicant suggested alternative options or

duties not communicated by respondent – applicant contended respondent took view she was unable to perform regular nursing duties, therefore required to remain on leave – following 28 July 2023 discussion between parties, applicant concerned respondent would not allow return to work because of physical disability and parental responsibilities – applicant resigned on 14 August 2023 – applicant lodged application pursuant to s.365, alleged lack of support and apparent hostility forced her resignation, constituting dismissal – respondent raised jurisdictional objection, submitted applicant voluntarily resigned with two weeks' notice – respondent submitted applicant not dismissed or forced to resign by action of employer, rather chose to resign in own best interests because illness prevented performance of role, and had exhausted paid leave – Commission considered application of s.386(1)(b), must establish fact of dismissal before exercising powers under s.368 – Commission not satisfied respondent left applicant with no option but to resign from employment, or that respondent's conduct was intended to or had the probable result of resignation [*Bupa Aged Care*] – Commission observed whilst 8 June 2023 medical certificate did not prevent return to work, it was obvious applicant was not cleared to perform their nursing duties – ability to wear face mask in medical wards and undertaking physical exertion were inherent requirements of nursing role – both situations applicant had been advised to avoid – alternative office duties were not feature of role – suggestion to wear face shield in place of mask not consistent with hospital Covid-19 policy – Commission found applicant not forced to take long service leave, just not applicant's preferred income option – Commission held evidence of alleged conduct which led to resignation could not be described as conduct by employer that intended to bring employment relationship to an end, nor left applicant without any option other than to resign – jurisdictional objection upheld – application dismissed.

C2023/5395 [2024] FWC 176
Yilmaz C Melbourne 25 January 2024

Ren v The Commonwealth of Australia as represented by the Bureau of Meteorology t/a Bureau of Meteorology

TERMINATION OF EMPLOYMENT – misconduct – employer policies – travel – ss.394, 387, 400 Fair Work Act 2009 – applicant employed by respondent in a non-ongoing capacity from 2018 to June 2023 – as an Australian Public Service (APS) employee, applicant was subject to and familiar with a number of policies and procedures – applicant commenced approved leave for 3 weeks ending 16 September 2022 – on 28 September 2022, applicant's supervisor reported to respondent that applicant had not returned to his office, and appeared to be overseas, representing himself to be working from Australia – respondent requested information regarding concerns applicant was accessing his IT account from overseas and had misinformed his manager as to travel arrangements – further requested evidence to show applicant had returned to Australia – respondent claimed applicant refused to comply with this direction – applicant issued with Notice of Suspected Breach (Notice) of the APS Code of Conduct (Code) on 25 October 2022, made subject to formal investigation and invited to respond – upon receiving draft report, applicant stated he "truly did not recall" travel details – on 17 January 2023 respondent informed applicant it would accept report's findings – again invited applicant to respond – applicant's response denied wrongdoing – on 14 February 2023, proposed Notice was issued, considering that on balance of probabilities, respondent was satisfied Code was breached – applicant suspended and invited to further comment or provide any new information while appropriate sanction was considered – applicant submitted leave was taken in accordance with leave request and his return was delayed due to flight interruptions and Covid-like symptoms – respondent advised on 11 May 2023 appropriate sanction would be termination of employment – applicant appealed to respondent to not terminate his employment on 24 May 2023 – on 22 June 2023 respondent issued Final Sanction Decision and notice of termination – Commission considered whether dismissal was harsh, unjust or unreasonable – respondent submitted it could not have confidence applicant would not engage in misconduct in the future, and that extent to which applicant breached the Code justified dismissal – respondent contended it followed a lengthy, fair and objective investigation process to which applicant was

given ample opportunity to respond – Department of Home Affairs presented records of applicant's travel dates to respondent, showing applicant was out of Australia from 3 August 2022 to 6 October 2022 – applicant also did not respond to investigation on a number of occasions when invited to – Delegate of respondent noted applicant's behaviour was result of "deliberate refusal" to accept respondent's policies and rules, and that he had been "deliberately evasive and untruthful," – further IT systems reports showed applicant had used IT systems from overseas in January 2023 – applicant alleged he had permission to work from overseas and had not been able to provide travel information as it was stored on his personal computer, left overseas – Commission satisfied applicant was aware of policies, procedures and expectations that applied to him as APS employee – Commission accepted applicant believed he had implicit permission to work and access respondent's IT networks from overseas, but in reality did not have such permission – regarding late return to work following September 2022 leave, Commission noted applicant had only provided reasons upon later enquiry, and did not raise them with respondent at the time – Commission satisfied that it was "more probable than not" applicant engaged in the alleged conduct – Commission also satisfied on balance of probabilities applicant made a false statement to his supervisor when claiming he had returned to Australia on or around 19 September 2022 – noting multiple attempts by respondent for applicant to furnish evidence of return to Australia, Commission also satisfied applicant had engaged in misconduct by failing to comply with a lawful and reasonable direction – no other matters seen as relevant by Commission – termination not harsh, unjust or unreasonable – application dismissed.

U2023/5946		[2023] FWC 3157
Connolly C	Melbourne	29 December 2023

Hughes v Alcoa Portland Aluminium P/L

GENERAL PROTECTIONS – jurisdiction – ss.365, 368, 386 Fair Work Act 2009 – applicant filed under s.365, alleged unlawfully dismissed in contravention of ss.340, 351 – respondent raised jurisdictional objection – suggested applicant engaged on fixed-term contract which reached expiry by agreement, therefore no dismissal – applicant commenced fixed-term contract on 22 August 2022 – contract stated employment would end 5 March 2023, unless terminated earlier by agreement or appropriate notice – applicant accepted extension to 3 September 2023 – before extended expiry date, respondent informed applicant they would not be offered further contract – employment ceased 3 September 2023 – respondent stated decision not to extend because of applicant's ongoing unwillingness to perform role and alleged serious breach of safety requirements – respondent submitted they did not terminate applicant, employment ended on specified date by agreement between parties – decision not to offer further employment not relevant to question of whether dismissed, drew comparison to *Falls Creek* – applicant argued termination was at initiative of employer, therefore dismissal under s.386(1) – applicant submitted respondent had engaged in time-limited contract to avoid employer obligations per s.386(3) – Commission noted respondent did not rely on exclusion in s.386(2) to establish termination was not dismissal, hence s.386(3) not applicable – Commission held no vitiating or other factors [*Navitas*] which would imply termination was at initiative of employer – no evidence to suggest employment relationship should not have expired at same time as contract – appears both parties understood purpose of contract was to assess applicant's performance over finite time period – Commission held applicant was not dismissed, employment relationship terminated in accordance with agreed terms of time-limited contract – Commission accepted respondent decision not to offer further contract was not relevant to question of whether termination at initiative of employer – jurisdictional objection upheld – application dismissed.

C2023/5849		[2024] FWC 37
Allison C	Melbourne	5 January 2024

Subscription Options

You can subscribe to a range of updates about decisions, award modernisation, the annual wage review, events and engagement and other Fair Work Commission work and activities on the Fair Work Commission's website. These include:

> **Significant decisions** – This service contains details of recently issued full bench decisions and other significant decisions. Each email contains links to the complete decisions and the Find Commission decisions web page. It is emailed when decisions are published.
>
> **All decisions** – This service contains details of all recently issued Commission decisions with links to the complete decisions. Each email contains links to the complete decisions and the Find Commission decisions web page. It is emailed up to twice daily.

Websites of Interest

Department of Employment and Workplace Relations - https://www.dewr.gov.au/workplace-relations-australia - provides general information about the Department and its Ministers, including their media releases.

AUSTLII - www.austlii.edu.au/ - a legal site including legislation, treaties and decisions of courts and tribunals.

Australian Government - enables search of all federal government websites - www.australia.gov.au/.

Federal Register of Legislation - www.legislation.gov.au/ - legislative repository containing Commonwealth primary legislation as well as other ancillary documents and information, and the Federal Register of Legislative Instruments (formerly ComLaw).

Fair Work Act 2009 - www.legislation.gov.au/Series/C2009A00028.

Fair Work (Registered Organisations) Act 2009 - www.legislation.gov.au/Series/C2004A03679.

Fair Work Commission - www.fwc.gov.au/ - includes hearing lists, rules, forms, major decisions, termination of employment information and student information.

Fair Work Ombudsman - www.fairwork.gov.au/ - provides information and advice to help you understand your workplace rights and responsibilities (including pay and conditions) in the national workplace relations system.

Federal Circuit and Family Court of Australia - https://www.fcfcoa.gov.au/.

Federal Court of Australia - www.fedcourt.gov.au/.

High Court of Australia - www.hcourt.gov.au/.

Industrial Relations Commission of New South Wales - www.irc.justice.nsw.gov.au/.

Industrial Relations Victoria - www.vic.gov.au/industrial-relations-victoria.

International Labour Organization - www.ilo.org/global/lang--en/index.htm - provides technical assistance primarily in the fields of vocational training and vocational rehabilitation, employment policy, labour administration, labour law and industrial relations, working conditions, management development, co-operatives, social security, labour statistics and occupational health and safety.

Queensland Industrial Relations Commission - www.qirc.qld.gov.au/index.htm.

South Australian Employment Tribunal - www.saet.sa.gov.au/.

Tasmanian Industrial Commission - www.tic.tas.gov.au/.

Western Australian Industrial Relations Commission - www.wairc.wa.gov.au/.

Workplace Relations Act 1996 - www.legislation.gov.au/Details/C2009C00075

Fair Work Commission Addresses

Australian Capital Territory
Level 3, 14 Moore Street
Canberra 2600
GPO Box 539
Canberra City 2601
Tel: 1300 799 675
Fax: (02) 6247 9774
Email:
canberra@fwc.gov.au

New South Wales

Sydney
Level 10, Terrace Tower
80 William Street
East Sydney 2011
Tel: 1300 799 675
Fax: (02) 9380 6990
Email:
sydney@fwc.gov.au

Newcastle
Level 3, 237 Wharf Road,
Newcastle, 2300
PO Box 805,
Newcastle, 2300

Northern Territory
10th Floor, Northern Territory House
22 Mitchell Street
Darwin 0800
GPO Box 969
Darwin 0801
Tel: 1300 799 675
Fax: (08) 8936 2820
Email:
darwin@fwc.gov.au

Queensland
Level 14, Central Plaza Two
66 Eagle Street
Brisbane 4000
GPO Box 5713
Brisbane 4001
Tel: 1300 799 675
Fax: (07) 3000 0388
Email:
brisbane@fwc.gov.au

South Australia
Level 6, Riverside Centre
North Terrace
Adelaide 5000
PO Box 8072
Station Arcade 5000
Tel: 1300 799 675
Fax: (08) 8308 9864
Email:
adelaide@fwc.gov.au

Tasmania
1st Floor, Commonwealth Law Courts
39-41 Davey Street
Hobart 7000
GPO Box 1232
Hobart 7001
Tel: 1300 799 675
Fax: (03) 6214 0202
Email:
hobart@fwc.gov.au

Victoria
Level 4, 11 Exhibition Street
Melbourne 3000
PO Box 1994
Melbourne 3001
Tel: 1300 799 675
Fax: (03) 9655 0401
Email:
melbourne@fwc.gov.au

Western Australia
Floor 16,
111 St Georges Terrace
Perth 6000
GPO Box X2206
Perth 6001
Tel: 1300 799 675
Fax: (08) 9481 0904
Email:
perth@fwc.gov.au

Out of hours applications

For urgent industrial action applications outside business hours, please refer to our Contact us page for emergency contact details.

The address of the Fair Work Commission home page is: www.fwc.gov.au/

The FWC Bulletin is a monthly publication that includes information on the following topics:

- summaries of selected Fair Work Decisions
- updates about key Court reviews of Fair Work Commission decisions
- information about Fair Work Commission initiatives, processes, and updated forms.

For inquiries regarding publication of the FWC Bulletin please contact the Fair Work Commission by email: subscriptions@fwc.gov.au.