FWC Bulletin


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Amended approved forms published
The Fair Work Commission on 17 January 2014 published six amended approved forms as follows:

- The F8A and F72 have had minor administrative amendments;
- The F73 and 74 have had a minor technical amendment to question 2;
- The note to question 4 has been removed from the F9A; and
- The F17 has been amended to reflect the new requirements for enterprise agreements from 1 January 2014. There has also been an amendment to question 2.16.
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 week ending Friday, 17 January 2014.

1 MODERN AWARDS – review – Sch.5, Item 6 Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 – appeal – Full Bench – appeal of decision in relation to review of Aged Care Award 2010 – appeal concerned rejection of three variations to Award – first variation concerned part-time employee provisions – employer organisations’ case was that there was ambiguity and/or uncertainty in interrelationship between part-time employees clause and rosters clause – Deputy President was correct in directing attention upon determination of Award Modernisation Full Bench – award modernisation decision makes clear intention that part-time employees not required to work additional hours without their written consent – Deputy President correctly found effect of proposed variation would make protections provided otiose – no evidence that any circumstances had changed since award modernisation – first aspect of appeal failed – appellants cannot demonstrate error on basis of merits case never put at first instance – conclusion reached consistent with determination in Transport Workers’ Union of Australia v Qantas Airways Limited – Full Bench observed appellants would have opportunity to address issues in four-yearly review of Award – appellants did not demonstrate any error in decision with respect to variation concerning meal allowance clause – meaning of provision considered clear – appellants did not demonstrate any error in variation relating to definition of shiftworker – current form of clause was result of determination to vary Award to remove ambiguity and correct error – Full Bench did not consider it would have been open on employer organisations’ evidentiary case for proposed variation to be made – Deputy President’s reference to s.87(3) FW Act did not constitute appealable error – reference was reasonable insofar as use of expression ‘regularly rostered’ in FW Act itself tends to indicate expression is not inherently ambiguous, uncertain or confusing – no arguable case of appealable error demonstrated – permission to appeal refused.

Appeal by Leading Age Services Australia NSW – ACT against decision of Gooley DP of 26 August 2013 [2013] FWC 5696 Re: Aged Care Award 2010

C2013/6015 [2014] FWC 129
Hatcher VP Sydney 17 January 2013
Sams DP
Roberts C
2 TERMINATION OF EMPLOYMENT – genuine redundancy – ss.394, 604 Fair Work Act 2009 – appeal – Full Bench – appeal against decision that purported redundancy was not genuine and finding that applicant had been unfairly dismissed – appellant submitted Commissioner's decision affected by significant error – Full Bench held no public interest to grant permission to appeal – not satisfied a significant error of fact was made which resulted in a finding that was not reasonably open to the Commissioner – permission to appeal not granted.

Appeal by Cooke & Dowsett P/L against decision and order of Bissett C of 22 October 2013 [2013 FWC 8097] Re: Andronicou

C2013/6751
Catanzariti VP Sydney [2014] FWCFB 447
Hamberger SDP 16 January 2014
Gregory C

3 ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – application to deal with dispute concerning actions of Head of School in relation to employee academic – during hearing, employee contended actions amounted to bullying and harassment – decision relates to jurisdictional objection by employer – contended relevant clauses aspirational in nature and do not give rise to enforceable obligations – also dispute is properly characterised as personal grievance which must be pursued through Grievance Procedure clause 52 rather than Dispute Settlement Procedure clause 53 – governing principle concerning whether clauses are aspirational or impose obligations set out in Nikolich – applying Nikolich and construing agreement in Short and Kucks, found Commitments clause to be aspirational – not intended to create binding legal obligation – Dignity and Respect at Work clause unambiguous in stating University and all its employees are ‘bound’ to observe charter – employees ‘entitled to rely’ on definitions and examples in charter to address bullying and harassment – satisfied union entitled to raise a dispute over whether Dignity and Respect at Work clause contravened – construing agreement as a whole it is apparent parties did intend certain personal grievances be dealt with in clause 52 in first instance rather clause 53 – employee obliged to follow grievance process first – application premature – originating application dismissed on basis Commission does not have jurisdiction to deal with matter – employee entitled to pursue dispute as personal grievance under clause 52 then as dispute under clause 53.

National Tertiary Education Industry Union v University of New England

C2013/1391 [2014] FWC 325
Lawler VP Sydney 13 January 2014

4 CASE PROCEDURES – revoke or vary decision – enterprise agreement dispute – s.603 Fair Work Act 2009 – application to vary FWA decision – original decision made in settlement of a dispute relating alcohol and drugs policy – dispute concerned type of drug testing to be used – FWA determined testing should be conducted using oral fluid rather than urine testing – original decision subject to appeal – appeal dismissed – applicant asked
for original decision to be varied by replacing reference to oral fluid testing with urine based testing – no legislative procedure prescribing how power under s.603 FW Act should be exercised – power rarely exercised – exceptional because it is contrary to principle regarding finality of decisions – application not to be used to re-litigate – applicant submitted since original decision change in circumstances – applicant can no longer comply with decision – Commission agreed if there had been a change may constitute reasonable basis for variation of decision – after decision issued testing authorities indicated not in a position to consider accrediting entities – nothing happened since original decision and appeal to indicate testing devices are unreliable – it was understood at original proceedings and appeal that no facility had been accredited – several reasons given in original decision to prefer oral fluid testing – accreditation in no way undermines those reasons – satisfied no chance should be made to use of oral fluid – conflict in expert evidence – testing should continue to use oral fluid – Australian standard provides guide concerning appropriate procedures – most appropriate course in circumstances to make a simple variation to the decision to provide that drug testing should be done on basis of Australian standard as far as is practicable – possible standard varied or replaced in future – if this occurs, parties should consult in relation to implications.

Endeavour Energy

C2013/1559
Hamberger SDP
Sydney
15 January 2014


Queensland Real Estate Industrial Organisation of Employers

D2013/116
Richards SDP
Brisbane
15 January 2014

CONDITIONS OF EMPLOYMENT – redundancy – s.120 Fair Work Act 2009 – applicant sought reduction in amount of redundancy pay on basis of efforts made to obtain other acceptable employment for affected employee – applicant entered into asset sale with new employer and ceased to be an employer or operate business – during sale process, applicant agitated matter of employment of existing employees with new employer – subsequently new employer offered alternative employment to affected employees – new employment does not need to be
identical or mirror employment – need only be acceptable – loss of vehicle entitlement was a material loss of approximately $12,000 to $15,000 to affected employee – in circumstances amount of redundancy reduced by 25% of original redundancy obligation.

Peachey's Engineering P/L

C2013/6448  [2014] FWC 439
Richards SDP  Brisbane  16 January 2014

7 CASE PROCEDURES – no reasonable prospects of success – ss.394, 587 Fair Work Act 2009 – application for relief from unfair dismissal – directions issued – applicant failed to comply with directions – applicant given reasonable opportunity to present case – an application which is not pressed, for which there are no grounds established in manner as required, has no reasonable prospects of success – application dismissed on own motion.

Craddock v Mama & Papas Pizzeria

U2013/10704  [2014] FWC 464
Richards SDP  Brisbane  17 January 2014

8 TERMINATION OF EMPLOYMENT – identity of employer – termination at initiative of employer – s.394 Fair Work Act 2009 – jurisdictional objection on basis respondent not applicant’s employer – respondent asserted applicant employed by Pegasus Vision Crew (Pegasus) and supplied to Sleipnir – Pegasus no longer trading – also alleged applicant abandoned employment by failing to attend for three days – as parties did not wish to attend hearing, matter determined on submissions and evidentiary material provided – applicant commenced work with Pegasus as trainer around 17 September 2012 – at undetermined point, applicant sent to work at Sleipnir – Sleipnir director stated Pegasus and Sleipnir had memorandum of understanding about provision of trainers – Pegasus ceased trading 31 March 2013 – Sleipnir director informed staff he would try to find work for them – employees approached to enter new work arrangements with Sleipnir – on 10 to 12 April 2013, applicant absent from work stating he had not been paid and could not afford petrol – applicant’s employment terminated 12 April 2013 by Pegasus – Sleipnir placed in liquidation 11 October 2013 – Commission established through ASIC searches that although it is stated that Sleipnir does not exist, various other entities related to Sleipnir do exist – Commission did not accept Sleipnir had discharged onus to establish that it was not applicant’s employer – more probable than not employing entity still operates under different name – clear link between entities and director of entities – applicant’s employment contract did not include abandonment of employment provision – insufficient evidence to conclude applicant’s failure to attend work was breach of contract – even if applicant did repudiate his employment by failing to attend, respondent’s termination letter constituted acceptance of repudiation – Commission found employment terminated at initiative of employer – jurisdictional objection dismissed – substantive application to proceed to further hearing.
9 ENTERPRISE BARGAINING – bargaining order – s.229 Fair Work Act 2009 – application for bargaining order – whether QNU entitled to represent industrial interests of two employees in relation to work covered by agreement – duties performed by two employees as Personal Carers essentially those performed in other facilities by Assistants in Nursing – authorities with respect to interpreting eligibility rules summarised in NSW Nurses and Midwives Association decision – issue of whether employees performing work termed personal care/support services has long tortured history – Blue Care involved in history – QIRC Full Bench decision making Blue Care Enterprise Award 2004 underpins scope of current agreement dealt with issue of overlapping coverage with instruments covering nurses and assistant nurses – lines between a nursing home and aged care facility blurred, Commission did not accept situation changed to extent employees under proposed agreement who will be classified as Personal Support Attendants not eligible for membership of QNU – satisfied by virtue of Rules QNU entitled to represent industrial interests of two employees in relation to work performed under proposed agreement – QNU is a bargaining representative for those employees – work performed by two employees is work performed by Assistants in Nursing within QNU Rules – requirement under s.229(1) met – notice to Blue Care – accepted QNU did not notify other BRs – requirement to give notice met if written notice given to BR about whom application BR holds concerns [CFMEU v Ostwald Bros] – in any event notice given to AWU and United Voice when QNU notified a bargaining dispute as attachment to present application – given history, dispute would not have been a surprise to those organisations – on basis of actions taken by QNU in pursuing matter, any non-compliance should be waived – notice requirements met – should have been reasonably apparent to QNU parties may be negotiating change to application of classification structure in agreement – QNU should have monitored situation and sought to press status as BR at earlier point – scope of agreement can be subject of negotiations – QNU seeking different scope to that agreed by other BRs is not grounds for refusing to exercise discretion to make bargaining order – in full knowledge of issue of coverage history and knowledge of live proceedings – Blue Care proceeded to negotiate amended application clause and classification structure – constitutes failure to meet good faith bargaining requirements – order issued – order not in terms sought by QNU as those would require delay and further conciliation – parties required to meet and confer – Commission available to conduct conference if parties agree – question of whether scope of proposed agreement will continue to be ventilated in other proceedings.

Queensland Nurses' Union of Employees v Uniting Church in Australia Property Trust (Q) t/a Blue Care and Wesley Mission Brisbane and Ors

B2013/1546 [2014] FWC 443
Asbury DP Brisbane 16 January 2014
10 ENTERPRISE AGREEMENTS – varying agreement – s.210 Fair Work Act 2009 – application made by employer to vary agreement – proposed variation to apprentice clause – statutory declarations received from relevant unions – CEPU did not agree with information in employer’s declaration – Commission notified parties it intended to deal with application by e-Hearing if no request to be heard was received – no such request received – application met relevant statutory requirements – variation approved.

ENERGEX Union Collective Agreement 2011

AG2014/3338 [2014] FWCA 412
Asbury DP Brisbane 16 January 2014


Shawel v The Trustee for Kinderoos Trust t/a Kindaroos

U2013/12071 [2014] FWC 337
Gooley DP Melbourne 13 January 2014

12 CASE PROCEDURES – employer in liquidation – s.394 Fair Work Act 2009 – s.500 Corporations Act 2001 – application for unfair dismissal remedy – liquidator filed response to application advising employer in voluntary liquidation – application cannot proceed without leave of Court pursuant to s.500(2) Corporations Act – having regard to s.58AA of Corporations Act and decision in Smith, satisfied Commission not a Court – therefore unable to grant leave as prescribed in s.500(2) – decision in Silalahi considered – application cannot proceed except by leave of the Court – application stayed until leave granted.

Bulea v The Cash Store

U2013/10678 [2014] FWC 396
Gooley DP Melbourne 15 January 2014


Thomas v Insurance Australia Group Services P/L t/a Insurance Australia Group

U2009/13904 [2014] FWC 470
Gooley DP Melbourne 17 January 2014
ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – Commission satisfied it has jurisdiction to deal with dispute – applicant suspended without pay for alleged falsification of attendance records and falsely claiming higher duties – applicant denied allegations and sought that record be completely expunged – applicant’s evidence conflicting and unconvincing – employer witnesses gave evidence that was consistent with respondent’s extensive (300 page) investigation into allegations against applicant – nothing put to Commission that would lead to conclusion that allegations had no substance – respondent’s penalty of one week’s lost wages relatively minor given allegations – applicant should have accepted it and moved on – disciplinary action against applicant was reasonably open to respondent – Commission declined to make an order interfering with it.

Hossain v Rail Corporation New South Wales t/a Railcorp

C2013/3876
Lawrence DP Sydney 15 January 2014

ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – respondent objected on the grounds Commission did not have jurisdiction – applicant’s employment with respondent terminated in 2005 – agreement in place at time had subsequently been replaced by other agreements – applicant submitted terms of his voluntary termination agreement provided for race day tickets – held that as the applicant was not an employee the Commission did not have jurisdiction to deal with dispute – jurisdictional objection upheld, application dismissed.

Meyers v Victoria Racing Club

C2013/6423
Cribb C Melbourne 13 January 2014

TERMINATION OF EMPLOYMENT – valid reason – s.394 Fair Work Act 2009 – representation of respondent denied – dismissed due to alleged loss of trust and confidence in applicant by senior management – Commission satisfied that valid reason existed for termination due to applicants conduct and attitude – held manner in which termination occurred was procedurally unfair – applicant not provided proper opportunity to respond to allegations prior to termination – dismissal harsh, unjust and unreasonable – reinstatement not appropriate – compensation of two months’ salary awarded – reduced by one month on account of applicant’s misconduct.

Stephens v Aerial Capital Group Limited

U2013/11538
Deegan C Canberra 15 January 2013
17 ENTERPRISE AGREEMENTS – better off overall test – s.185 Fair Work Act 2009 – application for approval of single enterprise agreement – opposed by TWU – Commission must be satisfied agreement passes BOOT – considered method of applying BOOT summarised in *Federal Express* decision – applicant concedes some areas of agreement inferior to relevant award – based on modelling done by Commission and concessions of applicant, apparent agreement on its face does not pass BOOT – s.190 FW Act allows Commission to approve agreement based on undertakings to correct areas of concern – Commission decided not to accept undertakings on ground undertakings would substantially change terms of agreement resulting in different agreement to that employees voted on – application for approval dismissed.

Lindsay Brothers Management P/L t/a Lindsay Transport

AG2013/2497 [2014] FWC 161
Roberts C Sydney 13 January 2014

18 ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – jurisdiction – ss.739 & 587 Fair Work Act 2009 – respondent objected to application on ground applicant had not accessed dispute resolution procedures of agreement prior to dismissal – applicant directed to advise Commission if intended to proceed in light of jurisdictional objection – no advice received from applicant – applicant failed to comply with directions – applicant afforded a fair go – application dismissed at initiative of Commission.

Mills v City of Joondalup

C2013/7500 [2014] FWC 331
Williams C Perth 14 January 2014

19 ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – company requested employee work rostered day off when another employee called in sick – company told employee could take the following day off – company instructed employee to sign a letter stating he agreed to the change – Agreement contains provision for employees to interchange work ‘to meet their personal convenience’ – clause relating to payment for work on RDO – union submitted employee should be paid penalty rate for working RDO – employee should also be paid for day not worked – company not entitled to stand employee down on short notice – company submitted employee agreed to ‘swap’ – penalty rates and payment for alternative day off do not apply – Commission found applicant’s evidence reliable – clauses drafted in plain English – applicant unaware of entitlement to refuse – shift change not ‘interchange for employee’s convenience’ – applicant entitled to penalty rates for RDO worked and payment at ordinary time for having been stood down following day – Commission noted case highlights obligations of bargaining representatives to ensure enterprise agreement is distributed widely amongst management and employees so all parties clearly understand its terms and conditions.
20  TERMINATION OF EMPLOYMENT – termination at initiative of employer – s.394 Fair Work Act 2009 – application for unfair dismissal remedy – applicant argued forced to resign due to conduct of employer – commenced employment on 19 November 2012 working 64 hours per fortnight – staff advised of new management arrangements in August 2013 – staff provided with new employment contracts and asked to sign them – applicant’s hours of employment were to be reduced to 30 hours per fortnight – affected staff asked to attend workshop with new management – applicant forwarded resignation email to employer after workshop – employer submitted only hours of work changed – applicant asserted new contract made position untenable – meaning of ‘dismissal’ considered – actions of employer in contributing to cessation of employment relationship examined in Pawel and ABB Engineering – employer came to conclusion needed to reduce employees’ hours for financial reasons – no suggestion employer seeking to terminate employment relationship – applicant argued forced to resign because employer proposed to reduce working hours – necessary for Commission to consider conduct of both parties – insufficient for applicant to state that because employer sought to amend contract and employee resigned that employee was dismissed due to conduct of employer – at time of resignation, employer had not changed contract but invited applicant to consider proposed changes – employer had not breached existing contract – analysis of circumstances leads to conclusion applicant not forced to resign because of conduct of employer but resigned of own volition – does not meet definition of ‘dismissed’ pursuant to s.386 FW Act – application dismissed.

Douwes v Men of the Trees Inc.

U2013/13496  [2014] FWC 296
Cloghan C  Perth  14 January 2014

21  TERMINATION OF EMPLOYMENT – valid reason – s.394 Fair Work Act 2009 – applicant contended dismissed because unfit for work, in receipt of workers compensation and on return to work program – respondent alleged applicant dismissed due to poor attendance and failure to communicate non-attendance – Commission held valid reason for dismissal existed – applicant was dismissed due to unsatisfactory work attendance – dismissal was not harsh, unjust or unreasonable – application dismissed.

Baker v Patrick Projects P/L

U2013/8040  [2014] FWC 328
Cloghan C  Perth  16 January 2014

Australian Rail, Tram and Bus Industry Union v Rail Commissioner

C2013/4976 [2014] FWC 53
Hampton C Adelaide 17 January 2014

23 ENTERPRISE AGREEMENTS – termination of agreement – Sch.3, Item 16 Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 – s.226 Fair Work Act 2009 – application by employer for termination of agreement – satisfied overall rates and conditions specified in award and NES exceed those in agreement – agreement does provide two non-accumulative “chill out days” per year which may be more beneficial – while agreement provides three days bereavement access conditions are less comprehensive – overall employees better off under relevant award – on request from Commission employer to notify each affected employee – no response received and no employee attended hearing – in circumstances of case Commissioner satisfied not contrary to public interest to terminate agreement – termination approved.

IPC Employment Certified Agreement 2004-2006

AG2013/11867 [2014] FWCA 408
Roe C Melbourne 16 January 2014


Linfox Australia P/L v National Union of Workers

C2014/2660 [2014] FWC 460
Roe C Melbourne 17 January 2014

25 ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – application for payments relating to travel and fares – respondent objected on basis relevant period for dispute pre-dated current agreement – respondent submitted Commission had no jurisdiction to hear dispute about matter arising under previous agreement – wording of dispute clause considered – Lion Nathan considered – dispute clause deliberately drafted broadly to include disputes outside the agreement and NES – Boral Resources considered and adopted –
satisfied Commission can deal with dispute – jurisdictional objection dismissed.

Ponczek v Serco Australia P/L

C2013/1633 [2014] FWC 246
Bissett C Melbourne 15 January 2013

26 TERMINATION OF EMPLOYMENT – performance – s.394 Fair Work Act 2009 – applicant employed as regional manager – dismissed for poor performance – considered meaning of ‘capacity’ – evidence established that without specific directions from respondent about how perform work applicant unsure how to manage sites – respondent had valid reason for dismissal – applicant aware of reason – given warnings, site visits and two formal meetings regarding performance – given opportunity to respond – no unreasonable refusal to have support person present – Commission noted respondent has human resource manager – no evidence of human resources manager being involved in process except for signing one warning letter – Commission had concerns about process – Commission considered it inappropriate that a person not present in a performance meeting should write to applicant about what occurred in that meeting – serious deficiencies in how management conducted meetings and dealt with warning letters – Commission took into account applicant paid four weeks’ pay in lieu of notice for 13 months service – on balance, dismissal not harsh, unjust, unreasonable – application dismissed.

Nair v United Petroleum P/L

U13/10285 [2014] FWC 340
Bissett C Melbourne 17 January 2014


Ndege v World Gym Sunshine P/L

U2012/14920 [2014] FWC 451
Lee C Melbourne 17 January 2014

28 ENTERPRISE AGREEMENTS – varying agreement – s.210 Fair Work Act 2009 – application by employer to vary agreement – number of variations proposed – including extension of nominal expiry date of more than four years after day it was approved – pursuant to s.211(2)(b) FW Act, Commission can approve variation if agreement as varied does not specify nominal expiry date of more than four years after day on which it was approved – applicant provided written undertaking pursuant to s.212 FW Act – Commission satisfied undertaking meets concern – satisfied
requirements of ss.210 and 211 FW Act met – variation approved.

Transend Networks P/L Enterprise Agreement 2011

AG2013/9628
Lee C
Melbourne
17 January 2014

29 ENTERPRISE AGREEMENTS – dispute about matter arising under agreement – s.739 Fair Work Act 2009 – dispute related to provision of vehicles and changed entitlements contained in a policy – does the APA Network Agreement (Victoria) 2011 incorporate policy relating to vehicles – if policy is incorporated, can it be changed – Kucks considered in relation to interpretation of agreement – satisfied policy incorporated into agreement – satisfied employer not prevented from changing the policy even if entitlements are lost – satisfied employer has gone through considered process in reviewing requests under the policy and had legitimate reasons for change – held no entitlement to payment of allowance under policy where employees no longer provided with a vehicle.

The Australian Workers’ Union v APT AM Employment P/L

C2012/6266
Gregory C
Melbourne
15 January 2014

30 TERMINATION OF EMPLOYMENT – valid reason – ss.107, 387 Fair Work Act – applicant issued warnings in relation to breaches of the notification policy for work absences, mobile phone policy, social media policy and safe working procedures policy prior to dismissal – held instances in isolation may not justify dismissal, however conduct in aggregate constitutes a valid reason – held dismissal not harsh, unjust or unreasonable – application dismissed.

Pearson v Linfox Australia P/L

U20103/10095
Gregory C
Melbourne
17 January 2013

31 TERMINATION OF EMPLOYMENT – extension of time – s.394 Fair Work Act 2009 – application lodged 216 days after dismissal – alleged offensive phone call – respondent believed applicant responsible – applicant dismissed – applicant believed he was being afforded an internal appeal – applicant engaged forensic speech scientist who concluded that applicant did not make offensive phone call – respondent confirmed dismissal – applicant took action to dispute dismissal – application not without merit or lacking in substance – exceptional circumstances found – extension of time granted.

Stephens v Thiess Services P/L t/a Thiess

U2013/9909
Johns C
Melbourne
13 January 2014
TERMINATION OF EMPLOYMENT – application to dismiss by employer – ss.394, 399A Fair Work Act 2009 – application for unfair dismissal remedy – applicant given opportunity to comply with directions to file submissions but failed to do so – applicant failed to attend non compliance hearing – respondent made s.399A application for dismissal of application – applicant did not file any material to oppose application to dismiss – application dismissed – order issued.

Ali v Port Phillip Community Group

U2013/10784

Wilson C

Melbourne

[2014] FWC 361

15 January 2014
Websites of Interest

**AUSTLII** - [www.austlii.edu.au](http://www.austlii.edu.au) - a legal site including legislation, treaties and decisions of courts and tribunals.


**Fair Work Building & Construction** - [www.fwbc.gov.au](http://www.fwbc.gov.au) - regulates workplace relations laws in the building and construction industry through education, advice and compliance activities.

**Fair Work Commission** (FWC) - [www.fwc.gov.au](http://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](http://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.


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


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.


Road Safety Remuneration Tribunal—www.rsrt.gov.au


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

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

- information concerning notice of matters before the Fair Work Commission;
- Practice Directions concerning the practice and procedure of the Fair Work Commission;
- weekly decisions summaries;
- details of procedural changes and developments within the Fair Work Commission; and
- advice regarding the rights and obligations of organisations registered under the *Fair Work (Registered Organisations) Act 2009*.

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

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