Welcome to the June 2020 Edition of Everybody Out

PUBLIC TRANSPORT INDUSTRIAL RELATIONS NEWS

The information contained within this Edition is developed within the Bus and Coach Industry. It is not intended that the information should be relied upon without the reader first seeking their own expert advice.

Wayne Patch, Chairperson

In this issue:

MEMBERS NEWS

- **The Passenger Vehicle Transportation Award 2020 - Presentations**

On 13 March 2020, the Passenger Vehicle Transportation Award 2020 replaced the previous Passenger Vehicle Transportation Award 2010 as the terms and conditions of employment for bus a coach-drivers across Australia.

APTIA members need to have a clear understanding of the terms of the PVTA 2020, whether as part of an existing employment arrangement or in any future employment negotiation. APTIA has completed its fifth edition explanatory notes for the PVTA 2020, which is available on the website www.aptia.com.au .

APTIA will provide a series of power point presentations, explaining the PVTA 2020, including types of employment, casual employment, calculation of wage rates and leave provisions.

The dates include:

- Wednesday 15 July at 11.00am (BusWA)
- Tuesday 21 July at 11.00am (BusNSW - Bus)
- Wednesday 22 July at 10.30am (TasBus)
- Tuesday 28 July at 11.00am (BusNSW - Coach)
- Wednesday 29 July, commencing 10.00am (QBIC Members' Forum)
- Thursday 30 July at 11.00am (BAV)

Members should contact their State Associations or imacdonald@bic.asn.au if they wish to join one of the presentations.

- **Industrial Working Group Meeting**

More than 50 participants from BIC Industrial Working Group heard a presentation from Professor Andrew Stewart on the decision in Rossato's case which has had such an impact upon the employment of casuals within our industry.

Following the presentation, members provided questions to Professor Stewart, including:

Geoffrey Ferris, State Operations Manager, Buslines Group

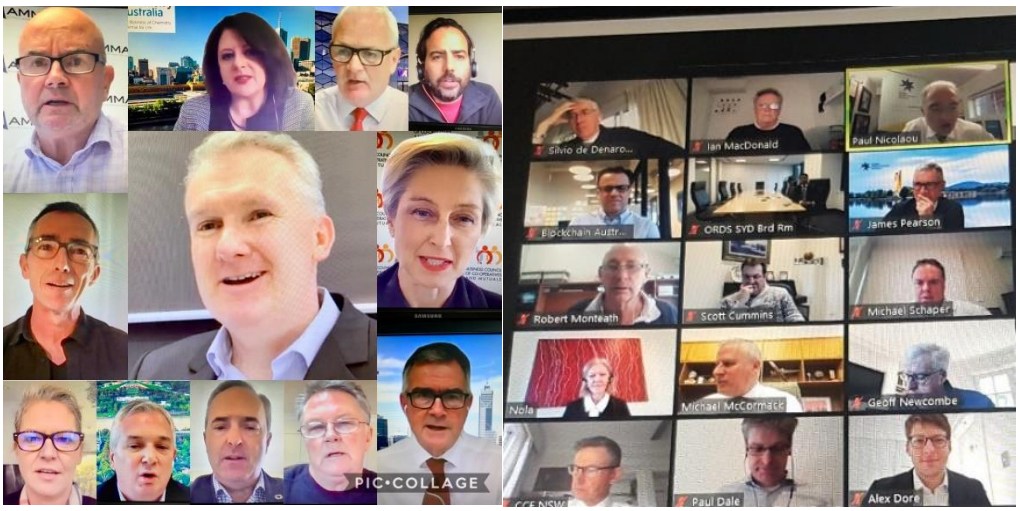
"As a business we currently employ almost 95% casual employees out of over 400 drivers. In many cases whether it is protect some form of welfare payment, whether it is to allow a driver to work a second job or just because they are at the end of their work life given that at least 75% of our work force is over 60 many do not want to take on any permanency of employment. How do we continue to allow this and how do we protect ourselves against a future claim?"

Paul Crowther, Managing Director Crowthers Coaches

"The problem with the deregulated coach and charter industry is that one minute it rains and then we are in drought. We employ casuals who work regularly and consistently whilst we have work and then, as it is now, they have no work. How would we, as an industry, deal with a definition for casuals that has drivers' permanent employees one minute and stood down the next."

The next steps with Rossato's case, which has now been appealed to the High Court is to get legal advice on its implications for our industry, which is happening and then to assess the next steps.

- **BIC/ APTIA Online**



The Australian Chamber of Commerce and Industry has continued with its video conferencing and both Michael Apps and Ian MacDonald have represented BIC and APTIA at a number of these conferences.

The following questions have been directed on your behalf.

The Hon Tony Burke MP, Shadow Minister for Industrial Relations

"I am disappointed that the Attorney General decided to leave you out of the Roundtable discussions, especially when resolving industrial relations issues has a requirement for a political consensus, as well a philosophical one.
Nevertheless, my question to you is whether you believe the four identified roundtable issues i.e. casuals, agreements, awards and compliance covers all matters, and if not what would you have included and perhaps done differently to the Attorney General?"

The Hon Michael McCormack, Deputy Prime Minister

" The transport industry's coach and charter section is decimated by border closures, both international and interstate and is in dire need of continued Government support.
It is exacerbated by the decision of State schools and most private schools to refrain from school excursions for the rest of the year.
The PM has stated your Government will protect those industries most affected by the pandemic post September when job keeper is due to expire.
My question is whether the Deputy Prime Minister has enough information to accept the Bus Industry Confederation's position and if so will the Deputy PM agree to advocate support for the coach and charter industry in cabinet when discussions occur into which industries should still be protected by an extension of job keeper or some other mechanism introduced to protect those industries?"

INDUSTRY NEWS – What you need to know

- **Rates of Pay and other increases**

Justice Ross, the President of the Fair Work Commission has handed down his decision in the 2020/2021 minimum wage determination. The MWD granted a 1.75% increase (an increase of $13.00 to the minimum wage now at $753.80). The impact for our industry is that the introduction this year has been staggered. Please note:

- PVTA - Stage 2, increase from 1 November 2020
- Clerks Award - Stage 2 increase from 1 November 2020
- Manufacturers Award - Stage 2 from 1 November 2020
- Vehicle Repair Award - Stage 3 from 1 February 2021

Note: Increases to allowances will also be staggered to these dates.

AWARD	CLASSIFICATION	BASE RATE (Hourly)	CASUAL RATE (Hourly)
Passenger Vehicle Transportation Award 2020	Grade 1 (Cleaners)	$21.40	$26.75
	Grade 2	$21.92	$27.40
	Grade 3	$23.17	$28.96
	Grade 4	$23.98	$29.98
	Grade 5	$25.31	$31.64
	Grade 6	$26.42	$33.03
Clerks – Private Sector Award 2020	Level 1 – Year 1	$21.09	$26.36
	Level 1 – Year 2	$22.13	$27.66
	Level 1 – Year 3	$22.82	$28.53
	Level 2 – Year 1	$23.09	$28.86
	Level 2 – Year 2	$23.52	$29.40
	Level 3	$24.39	$30.49
	Level 4	$25.62	$32.03
	Level 5	$26.66	$33.33
Manufacturing and Associated Industries and Occupations Award 2020	C10/V5	$23.09	$28.86
Vehicle, Repair, Services and Retail Award 2020	R6	$23.09	$28.86

The income and compensation caps for unfair dismissal claims are set to increase from 1 July 2020, along with filing fees for a range of applications.

The high-income threshold for unfair dismissal applications rises from $148,700 to $153,600, while the maximum compensation increases from $74,350 to $76,800 for post-July 1 dismissal claims.

The threshold under the Act's s382(b)(iii) excludes employees not covered by an award or agreement from making an unfair dismissal claim if they earn more than the amount prescribed in Regulation 2.13 of the Fair Work Regulations 2009.

Section 392(5)(b) provides for maximum compensation for unfair dismissal of half the amount of the high-income threshold.

The filing fee for unfair dismissal, general protections and anti-bullying applications made under the Fair Work Act's sections 365, 372, 394, 773 and 789FC will increase from $73.20 to $74.50 from July 1.

- **Appointment of Greg Combet to the Attorney General's Department**

Former ACTU secretary and ex-Federal Labor Minister Greg Combet has taken on a new role as an "expert advisor" on industrial relations in the Attorney-General's Department.

The role was revealed in a statement issued by the National COVID-19 Coordination Commission, which comes under the aegis of the Department of Prime Minister and Cabinet.

The statement confirmed that Combet had concluded his role as a Commissioner with the NCCC, where he led an IR working group that liaised with employers and unions during the initial response to the COVID-19 pandemic.

It said Combet will be continuing as an expert advisor to government in a new role in the Attorney-General's Department.

"I will however continue to lend my support to the COVID-19 response as part of the industrial relations working groups being led by the Attorney General and Minister for Industrial Relations, Christian Porter," Combet said.

Porter has established five IR working groups which are seeking to develop common ground on changes to the IR system.

The former ACTU secretary has already played a role in opening dialogue between unions and the government, suggesting that Porter begin regular discussions with ACTU secretary Sally McManus.

Combet said he was pleased to have been involved with the early response to the pandemic, but it was time for him to focus on his business responsibilities, including as chair of IFM Investors.

IFM Investors is a global fund manager which is owned by 27 pension funds, including major Australian industry super funds.

Combet also chairs the umbrella body, Industry Super Australia, and is campaigning for the government to stick with a planned increased in employer super contribution from 9.5% to 12%, which is being opposed by some Federal Coalition MPs.

The NCCC's IR working group led by Combet developed COVID-19 safe-working approaches to protect businesses, their employees, and customers, and to prepare for quick responses to workplace issues as restrictions are eased.

NCCC chair, Neville Power, commended Combet on his and the working group's "significant achievements" in mitigating the impact of the pandemic.

- **Industrial Manslaughter**

In a first for Australia, Queensland company Brisbane Auto Recycling Pty Ltd (BAR) was convicted of industrial manslaughter and fined $3 million dollars.

Judge Rafter said, "A lesser penalty would not adequately punish Brisbane Auto Recycling Pty Ltd or adequately deter others."

The two directors of BAR were convicted of Category 1 offences under *Work Health and Safety Act 2011* and sentenced to 10 months imprisonment, wholly suspended for 20 months.

Judge Rafter added, "The defendants had no safety systems in place, in particular there was no traffic management plan", adding "Steps to prevent the incident involved only minor inconvenience and little, if any, cost."

These convictions should ring alarm bells across the country for all those holding director positions. It amplifies the critical need to take work health and safety seriously in business.

Aside from being the first industrial manslaughter case, this is an unusual case in that the entire board of directors were charged.

The case

The charges followed a tragic incident where a worker was struck by a forklift in BAR's Rocklea wrecking yard on Friday 17 May 2019. The worker subsequently died from his injuries on 25 May 2019. BAR had in place a system of verbal safety instructions to workers. Unbeknown to the directors, the operator of the forklift was unlicensed and unskilled. According to BAR's system of work, he should not have been operating the forklift and following the incident he was charged with dangerous operation of a motor vehicle causing death. However, a safety consultant had described the system as no more than mildly inconvenient.

In this case, BAR, had pleaded guilty to a charge of having negligently caused the death of a worker. The charge was that BAR caused the death of their worker by failing to effectively separate pedestrians from the mobile plant, and failed to effectively supervise workers, including the operators of the mobile plant. In its defence, BAR stated that it had no prior convictions and that any fine imposed would almost certainly send it bankrupt.

What is industrial manslaughter?

The offence of industrial manslaughter exists when a business or person negligently causes the death of a worker. To secure ordinary manslaughter charges against corporate defendants has proved exceedingly difficult in the past, which led to the introduction of industrial manslaughter offence.

It first came into existence in the Australian Capital Territory and was incorporated into Queensland's version of the *Work Health and Safety Act 2011* in 2017. The Workplace Safety Legislation Amendment (Workplace Manslaughter) came into effect in Victoria this month. Only New South Wales, South Australia and Tasmania have not introduced specific industrial manslaughter laws, but employers can be prosecuted for workplace fatalities under general workplace safety laws.

What is a category 1 offence?

The Board of BAR were charged with category 1 offences. The offence only applies if the defendant without reasonable excuse, engages in conduct that exposes an individual to the risk of death or serious injury or illness. The offence attracts maximum penalties of 5 years imprisonment or a fine up to $300,000 for a first offence.

The detail of why the directors' behaviour was reckless is not entirely clear. At best it seems they failed to actively put in place a traffic management plan. The WHS Prosecutor argued that the failure of the business to put in place appropriate traffic management systems to ensure the safety of workers and customers, rendered the offence to be a serious one. Both parties acknowledged that it was relevant to consider that the traffic management plan did not exist over an extended period of time. In terms of the actual forklift operator's conduct, he appears to be have been unlicensed, unauthorised and his driving was sufficient for the police to charge him. The directors disavowed themselves of the operator's conduct and both agreed to give evidence against him in the police proceedings. However, the conduct of the operator by imputation became the conduct of the company and the directors had failed to correct that conduct.

Although not addressed in the case, there would be many businesses in Australia that do not have a traffic management plan in place and for those businesses it is likely that the absence of a traffic management plan extended over the life of the business. This is an important consideration that should be noted by all observers of this case.

What this means for your business

This case is an important reminder of the significance that most regulators attach to those who govern businesses. Taking a directorship or other senior office exposes the individual to many responsibilities for the actions of their company or business. Unfortunately, many Boards do not appreciate the width of their exposure to personal liability, nor that they may be held individually responsible for breaches of serious criminal offences arising from the conduct of their business. It is not just about the Accounts and the Corporations Act. Good governance requires vigilance, ongoing training and good operating systems that are constantly open for improvement.

If you hold a director position, or play a role in managing your business, this matter should now make work health and safety your top priority.

Recommended action

- Board briefing on industrial manslaughter and implications
- Conduct safety audit to identify risks
- Conduct a formal review updating documentation and communication
- Update policies, procedures and training based on findings.

As demonstrated by this case, a failure to have a simple traffic management plan put these directors in jail and closed their business.

- **Pandemic Leave**

The Union movement continues to push for paid pandemic leave whilst amendments to the Fair Work Act 2009 allow for 5 days unpaid pandemic leave, due to expire at the end of September.

Up until 29 June 2020 most modern Awards, including the Passenger Vehicle Transportation Award 2020, had a clause which allowed an employee to take 14 days unpaid pandemic leave on the basis that the employee had either contracted the disease, had come into contact with someone who had or who was returning from overseas or a hotspot and was required to isolate for 14 days.

The provision in the PVTA and other modern Awards was due to expire on 29 June 2020 with the FWC indicating that they had no intention to extend the right. Some applications have been received in other Awards to extend the unpaid pandemic leave until the end of July.

The have been some other developments relating to payments for pandemic leave and they are set out below:

The ACTU, in the light of the reluctance to renew the Award variations and the impending Round Table discussions has renewed calls for the government to provide a guarantee of two weeks paid leave for all workers, permanent, casual and contract, who are forced to self-isolate as a result of the COVID-19 pandemic.

While there has been no commitment federally, there have been developments in Queensland and Victoria, as follows:

Queensland

(i) The Queensland government has announced it is paying a one off hardship payment of $1,500 to any casually employed Queenslander who is not eligible for a JobKeeper Payment who contracts COVID-19 and does not have access to an income during their time away from work.
(ii) The Queensland government is also making this hardship payment available to any employee who has exhausted their sick leave or pandemic leave entitlement and tests positive to COVID-19.

Victoria

(i) The Victorian government has announced a $1,500 hardship payment for Victorians affected by COVID-19 to stop sick and infected people from going to work.
(ii) The payment is available to confirmed cases and those who are close contacts who cannot rely on sick leave.
(iii) Further detail on the proposed payment have not yet been released.

- **Redundancies (a change in terms and conditions of employment)**

The Federal Court has recently confirmed that a reduction in an employee's terms and conditions of employment without consent can give rise to a redundancy entitlement, even where the employee continues working for their employer.

The decision should act as a warning to employers looking to unilaterally reduce conditions in response to changing business demands.

In **Broadlex Services Pty Ltd v United Workers' Union [2020] FCA 867**, the employer, Broadlex, decided to reduce the working hours of its full-time employee, Ms Vrtkovski, by 40%. The reduction from 38 hours per week to 20 hours per week was documented in a consent form which Broadlex asked its employee to sign.

The employee refused to sign the form but continued working for Broadlex after the reduction in hours.

Years later, the United Workers Union filed a claim alleging that the employee's material reduction in conditions triggered a redundancy payment.

Broadlex denied the claim, arguing that the employee's continued employment meant that no redundancy could have arisen as her employment was never terminated.

In a surprising decision, Justice Katzman found that a redundancy was triggered because the reduction in hours had the effect of terminating the employee's employment.

Justice Katzmann found that:

(i) The unilateral reduction of the employee's working hours constituted a "repudiation" of the contract (that is, a fundamental breach going to the root of the contract).

(ii) The employee's refusal to sign a consent form constituted an acceptance of the repudiation by the employee - thereby bringing the pre-existing employment contract to an end.

(iii) When the contract came to an end, the employment relationship also came to an end - thereby triggering the redundancy entitlement under the Fair Work Act.

(iv) The employee's continued work for the employer on a part-time basis constituted the creation of a new and different employment relationship. It was not a continuation of the existing relationship the employee had with Broadlex.

Impacts for employers

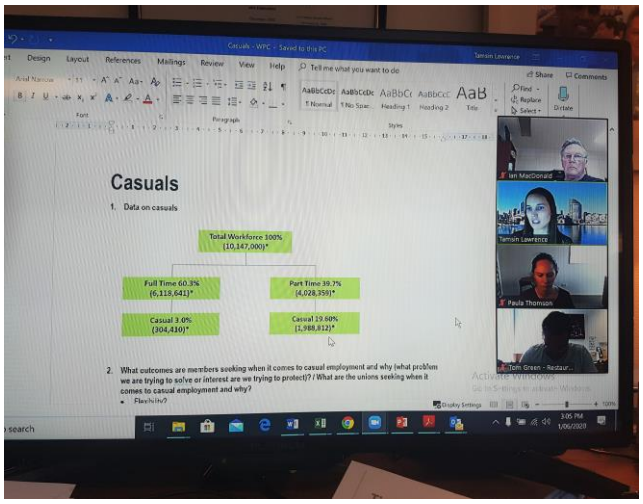
Whilst the facts considered in *Broadlex* were somewhat severe (a 40% reduction in hours), the principles have application to the reduction of other significant contractual conditions. The decision could be applied to the reduction of other material contractual conditions such as:

- access to a motor vehicle
- incentive payments
- duties
- an employee's status or seniority
- remuneration or
- work location.

As employers respond to financial distress caused by COVID-19, it is important that consent is obtained for contractual variations. Alternatively, employers need to ensure any variations to the employment are permitted by the relevant employment contract (or possibly industrial instrument).

Care especially needs to be taken where reductions are being made to large numbers of employees, in order to avoid a compounding of exposure and the possibility of class actions.

- **Roundtable discussions**



Employer Groups and Trade Unions have joined with the Attorney General to discuss industrial relations reform amidst a backdrop of consensus. There are four areas of discussion

- Casual employment
- Compliance and underpayment of wages
- Awards
- Agreement Making

With its membership the ACCI workplace policy committee APTIA and BIC has direct access to the discussions.

An assessment of the issues surrounding casual employment are of concern for the industry.

The Round table meetings have commenced to consider 'casual employment' with the ACTU et al and ACCI et al. These meetings are scheduled for about 10 weeks at least 3 a fortnight.

The A-G has indicated he would like to present legislation to the Parliament before the end of this Parliamentary year.

Submissions to the Attorney-General, relating to our issues and hope to gain further exposure for our industry through ACCI who are a party in the Round Table discussions.

Possible Legislation

There will most likely be legislation which will provide a definition of a casual employee. It will probably be based around the principles of 'fair advance commitment' which resonates out of Rossato's case.

It is most likely that casual conversion will be legislated into the NES and more than likely have a more mandatory obligation than the current Award provision which allows reasonable business grounds as an opt out.

The 'quid pro quo' for the above two pieces of legislation may be further legislation to create an 'estoppel' to protect employers who reach agreement with their employees who want to remain casual i.e. the employee will be estopped from claiming entitlements if they opt to stay casual.

Similarly, the current regulation which allows an 'offset' may become legislation and strengthened to protect an employer if it is found that an employee was not really a casual. This legislation will hopefully have a retrospective component in it.

IMPORTANT DECISIONS

- **When can undertakings be accepted?**

Construction, Forestry, Maritime, Mining and Energy Union v C&H Acquisition Pty Ltd [2020] FWCFB 3134

In a significant decision on agreement-making, an FWC full bench has clarified that the tribunal must reject any undertakings that have a "transformative" effect such that they could have affected workers' votes.

The clarification came after deputy presidents Val Gostencnik, Alan Colman and Tony Saunders granted the CFMMEU permission to appeal Commissioner Nick Wilson's approval of a construction industry deal upon acceptance of an undertaking addressing union concerns about coverage for high-income earners.

Commissioner Wilson in his decision noted a "circularity" in CFMMEU arguments that the agreement could not be approved "because it excluded coverage of high-income earners, with that leading to a finding by me that the group to be covered by the agreement was not 'fairly chosen'".

"When an undertaking was proposed to ensure that such employees (and the evidence is that there are none) are included in the agreement's coverage, it is argued that the inclusion of a group initially excluded becomes a substantial change to the agreement," the commissioner continued.

"The fact that there are presently no high-income earners employed by the applicant who would otherwise be covered by this agreement, and none employed at the time it was made, leaves me satisfied accepting an undertaking on the subject is not a substantial change."

The Fair Work Act's s.190 prohibits undertakings that result in "substantial" changes to agreements.

With the CFMMEU in its appeal reprising arguments that the coverage undertaking represented a substantial change, the bench was persuaded there was enough public interest in the provision to explore the question further.

At the outset, the bench agreed with another full bench's observation in KAEFER "that the 'legislative concern is to avoid imposing on employees, arrangements that they have not approved'".

"Whether accepting an undertaking would result in 'substantial changes to an agreement is not assessed simply by examining the number of undertakings given or the number of resulting changes," the bench continued.

"'Substantial changes' does not mean a numerically large number of changes to the agreement *simpliciter*.

"In the context of the Act and the agreement making provisions of Part 2-4, it is the quality of the changes with which the word 'substantial' is concerned.

"It follows, in our view, that the word 'substantial' in s190(3)(b) signifies a degree or quality of change that is substantial in the sense that it would alter the essence or nature of the agreement.

"It is concerned with change that is transformative of the agreement so as to raise concern that change may have affected the way in which employees chose to vote in approving the agreement."

The bench said that consideration of an undertaking's effect needed to include "without limitation" its impact on all agreement terms.

"It will also consider whether an undertaking is likely to have a financial or other material impact on employees and, if so, the extent of any such likely impact," the bench said.

In the case before them, the bench said, Commissioner Wilson considered all the relevant facts and circumstances before accepting the undertaking.

Among the considerations weighed by the commissioner were the absence of high-income earners covered by the deal, and the lack of evidence about how any high-income earner might be affected by the undertaking.

"We reject the [union's] contention that these matters were irrelevant because they were not directed to the effect of the change on the totality of the terms of the agreement itself," said the bench.

"The requirement under s190(3)(b) of the Act to consider the 'effect' of accepting an undertaking and whether it is 'likely' to result in substantial changes to the agreement means, in our view, it is necessary to consider both the impact of the undertaking on the terms of the agreement and on employees covered by the agreement.

"That is precisely what the Commissioner did."

The bench agreed that an agreement's scope was one of its "fundamental" features.

"However, that does not mean that any change to the scope of an agreement is a substantial change; each case turns on its own facts and circumstances."

"*Hungry Jack's* is an example of a case in which the effect of accepting an undertaking narrowed the scope of the agreement, but it was held not to be a substantial change because the undertaking in that case did 'no more than give effect to what was always intended to be the coverage of the Agreement'."

The bench dismissed the appeal.

- **Pandemic no reason to stop bargaining**

United Workers' Union [2020] FWC 3246 (22 June 2020)

The FWC has ordered a major supermarket supplier to resume bargaining after finding that it was using the current pandemic as an excuse to delay meeting with the UWU.

Already the subject of a majority support determination last year, Davies Bakery – a fifth-generation family business supplying baked goods to supermarkets – cancelled a meeting scheduled for the height of COVID-19 uncertainty in mid-March, before rebuffing UWU attempts to resume bargaining over the ensuing six weeks.

The union in applying for a bargaining order argued Davies Bakery had not complied with the good faith requirements set out in s228 of the Fair Work Act.

Davies Bakery workers, who numbered about 240 in mid-2019, currently operate under the Food, Beverage and Tobacco Manufacturing Award.

Having previously been involved in conciliation meetings between the parties, Commissioner Nick Wilson noted that the relationship was "obviously fraught", and that neither side trusted the other.

"It is plain that the fractiousness has been going on for some time; it seems it was ever thus," he said.

"It must also be observed that the COVID-19 pandemic and the disruption caused by it, in the early stages at least, are very real matters which have legitimately impacted upon the progress of bargaining.

"There is little doubt that a food services company would need to be very careful about how it structured and continued its operations in those early months of the pandemic when there was heightened community concern about the likely spread and extent of the disease.

"To do otherwise would be foolhardy."

On the other hand, the commissioner continued, with the "general" situation having dramatically improved, "what may have been a legitimate reason several months ago to pause or slowdown bargaining so as to assess its business and operational effects do not necessarily hold true now".

"While financial information about Davies Bakery['s] circumstances is not before me, it may be inferred from the fact that the company is in receipt of JobKeeper payments that it has suffered a very significant decline in year-on-year revenue."

"That fact alone will likely mean that the company will, to some extent at least, legitimately have its attentions on matters other than enterprise bargaining as it tries to stabilise or advance its trading conditions.

"It would also probably unavoidably cast a pall over the likelihood of agreeing to what might be seen as those parts of the union's claims which incur additional cost.

"None of those things though are legitimate reasons not to meet or to bargain."

Examples of employees and unions reaching 'rescue' agreements in recent months clearly showed there was still merit in bargaining "even while uncertainty or bleak conditions abound", Commissioner Wilson said.

"It will never be known what employees may be prepared to do to assist Davies Bakery, if such assistance is needed, until the conversation is had."

Finding that it was reasonable at the time for Davies Bakery to cancel the planned mid-March meeting, the commissioner said the company had subsequently failed to comply with good faith bargaining requirements by the end of April, when it spurned further meeting dates and arrangements.

"By that time, the general situation was stable enough for bargaining to resume."

"The company's shift in language to the UWU from wanting to avoid adverse public health outcomes to wanting to ensure that bargaining could be accommodated within its operational needs was likely only an attempt to use the general disruption of COVID-19 as a reason for the indefinite delay of bargaining.

"Nothing of substance was put forward to the union at the time, or to the Commission now, about how or why the company's operational environment demanded delays to bargaining.

"What is evident is that Davies Bakery does not see a benefit from bargaining and is likely taking each opportunity it can to avoid the need to do so."

After ordering Davies Bakery to resume bargaining, the commissioner turned his attention to what he described as both parties' "woeful lack of maturity".

"Each, frankly, appears to be looking for reasons for bargaining not to work."

"Failing to accept that the other side might just have made a mistake, or misheard something, will not advance bargaining.

"Not having the self-awareness to accept that a mistake might have been made and offering to correct the record is simply not going to progress bargaining.

"On the other hand, demanding a retraction and using the failure to retract as a reason to terminate a meeting is hardly a good way to build a relationship.

"Without concerted endeavour on both sides to build maturity there will inevitably be further claims of contraventions of the good faith bargaining requirements and, in time, further findings and further orders."

To that end, the commissioner made further detailed recommendations on how the bargaining should proceed.

UWU food and beverage national director Susie Allison greeted the decision as sending "a clear message to employers who are trying to use the pandemic as an excuse to avoid bargaining with their workers or allowing their workers to organise".

"Employers are not entitled to simply pull out of or refuse to bargain with unions.

"The good faith bargaining rules under the Act still apply."

IMPORTANT DATES (Save the dates)

PVTA PRESENTATIONS

- Wednesday 15 July at 11.00am (BusWA)
- Tuesday 21 July at 11.00am (BusNSW - Bus)
- Wednesday 22 July at 10.30am (TasBus)
- Tuesday 28 July at 11.00am (BusNSW - Coach)
- Wednesday 29 July, commencing 10.00am (QBIC Members' Forum)
- Thursday 30 July at 11.00am (BAV)

APTIA BREAKFAST – Sydney (23 September 2019) To be confirmed

BIC NATIONAL CONFERENCE Cancelled

NB: Dates for the BIC and APTIA Annual General Meetings will be advised.

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