Ai GROUP POLICY PAPER

Workplace Relations Reforms

June 2020

Introduction

It is time for a fresh approach to be taken on industrial relations reform; an approach that boosts productivity, grows jobs, encourages investment and restores economic growth.

It is not fair for hundreds of thousands of Australians who have a valuable contribution to make, to be out of work. It is also not fair for Australia's industrial relations laws to operate as a barrier to employers taking on more employees.

In its latest forecasts, the Reserve Bank of Australia expects the unemployment rate to reach 10%. The ABS' latest survey of 'business impacts of COVID-19' shows that by 22 May, 72% of all Australian businesses had experienced reduced revenue, 74% had modified their operating conditions, 53% had reduced their work hours and 24% had cut staff numbers. Three quarters of businesses were accessing government support.

Australia is the envy of the world in how we have responded to the COVID-19 health crisis. The community now needs to pull together to respond to the economic crisis. IR reform has an important role to play.

The unions want the reforms to deliver greater job security for employees. That is important but, of course, an employee can only achieve job security from a secure employer. If a business does not survive, its employees are out of work. Where a business is growing and profitable, the business is able to share the gains with its workforce through increased wages and conditions of employment.

On 26 May 2020 the Prime Minister announced the formation of five working groups to consider workplace relations reforms in five key areas:

1. Award simplification;
2. Enterprise agreement making;
3. Casuals and fixed term employees;
4. Compliance and enforcement; and
5. Greenfields agreements for new enterprises.

There are key issues that need to be addressed in each of these areas.

1. Award simplification

Australia's award system is far too complex. There are 121 [1] modern industry and occupational awards, containing tens of thousands of pages of detailed requirements and more than 1,000 minimum wage rates. Australia is the only country in the world that has an award system. It not surprising that no other country has shown any interest in adopting a similar system. New Zealand abandoned its award system in the early 1990s. Given the complexity, it is not surprising that many employers have made payroll errors and underpayments.

The level of complexity is operating as barrier to employers taking on more employees, due to the cost of compliance and the risks associated with underpayments.

Matters that are mainly dealt with in legislation should be removed from awards to reduce confusion for employers and employees. This approach has already been implemented for long service leave. It is ridiculous that each so called 'modern' award contains at least five pages of detailed requirements about annual leave when this topic is substantially addressed in the *Fair Work Act 2009* (**FW Act**). Other matters that should be removed from awards are personal/carer's leave, redundancy pay and notice of termination, to name a few. There will need to be a few changes to the Act but this proposal has obvious merit. It should have been done years ago.

2. Enterprise agreement-making

Australia's enterprise agreement system is in need of major repair. In the 1990s enterprise bargaining delivered major productivity improvements to employers and generous wage increases to employees. Win-win outcomes were common and, when agreements were reached, the Australian Industrial Relations Commission (now the Fair Work Commission) approved the agreements quickly with a minimum of fuss, paperwork or technicalities. Winding the clock forward 20 years, the enterprise bargaining system has become a minefield of technicalities, delays and frustrations. It is little wonder that so many employers and employees have given up on enterprise bargaining.

The current system provides no incentive for employers and employees to negotiate agreements that lead to higher wage increases in return for agreed measures to improve productivity.

The current unworkable Better Off Overall Test (**BOOT**) needs to be replaced with a simple global No Disadvantage Test (**NDT**) like the one that operated very successfully for 15 years prior to the introduction of the FW Act. Other changes are also needed to ensure that agreements are approved by the Commission promptly without excessive technicalities.

[1] Until recently there were 122 modern industry and occupational awards. However, during the 4 Yearly review of Modern Awards, the *Cement and Lime Award 2010* and the *Quarrying Award 2010* were combined into the *Cement Lime and Quarrying Award 2020*.

3. Casual employment

The major uncertainties caused by the recent Federal Court's decision in *WorkPac v Rossato*[2] need to be addressed. Casual employees make up 20 per cent of the workforce (a level that has not increased for over 20 years). There are around 2.6 million casuals and around 1.6 million of them work regular shifts. Forcing employers and employees who are happy with their current arrangements to undertake a major reorganisation of rosters for no reason other than to attempt to implement an unworkable approach is not sensible.

If the current risks of 'double dipping' claims by casuals are not urgently addressed, hundreds of thousands of casuals will lose their jobs when the JobKeeper scheme ends in a few months' time.

The FW Act needs to be amended to include a simple definition of a 'casual employee'. If an employee is engaged as a casual and is paid a casual loading, the employee should not be allowed to turn around later and claim annual leave and other entitlements that the casual loading has been paid in lieu of. That is not fair.

4. Compliance and enforcement

Ai Group supports and encourages lawful workplace practices by all parties and does not support any deliberate underpayment of wages or other entitlements. Most businesses devote substantial time and resources to ensuring that they pay their employees correctly. When payroll errors are discovered, businesses typically correct these errors promptly and back-pay the relevant employees.

Most instances of incorrect payment are a result of payroll errors due to the complexity of Australia's award system and workplace relations laws. Employers should not be labelled 'thieves' for such errors. The expression 'wage theft' is not appropriate. Ai Group strongly opposes the introduction of criminal penalties for wage underpayments.

5. Greenfields agreements for new enterprises

Greenfields agreements for projects should be able to continue for the life of the project even if this is longer than the current 4-year limit on the nominal term of an enterprise agreement.

A more productive, flexible and fair workplace relations system can and must be achieved. The economic recovery depends upon it.

[2] [2020] FCAFC 84.

The award system

Australia's award system is far too complex and needs to be simplified. Given the complexity of awards, it is not surprising that many employers have made payroll errors.

Also, the level of complexity in the award system adds significant complexity to the enterprise agreement-making system through the application of the BOOT.

A piecemeal approach related to a few awards is not the solution. The laws regulating the content of awards need to be reformed.

Removal of matters from awards that are currently primarily dealt with through legislation

Matters that are primarily dealt with in legislation should be removed from awards to reduce the regulatory burden for businesses and to reduce confusion for employers and employees.

This should include the following matters:

- Annual leave (other than annual leave loading, that should continue to be dealt with in awards);
- Personal/carer's leave;
- Compassionate leave;
- Community service leave;
- Notice of termination;
- Redundancy pay; and
- Public holidays.

This has already been achieved for long service leave (see s.155 of the FW Act) but this approach needs to be extended to several other areas.

Some amendments will be necessary to the FW Act to implement this change. For example:

- The Act should be amended to enable all employees to reach agreement with their employer to cash-out accrued annual leave beyond four weeks of leave and to enable leave to be taken flexibly. The Act should also be amended to enable employers to close down for the purposes of granting annual leave, and to deal with excessive leave accruals.

- The Act should be amended to require employees to give notice on termination. Currently, the Act only deals with notice of termination by an employer, with notice of termination by an employee dealt with in awards.

- The Act should be amended to ensure that employers are not required to pay the redundancy entitlements in the Act if they are making contributions to an approved construction industry redundancy fund, e.g. the Australian Construction Industry Redundancy Trust.

Individual flexibility arrangements

When the FW Act was implemented, Individual Flexibility Arrangements (**IFAs**) were intended to be a key part of the award system but they have not yet delivered the flexibility to employers and employees that was envisaged.

Amendments should be made to sections 144 and 145 of the FW Act to implement a new structure for IFAs under modern awards as follows:

- IFAs made under modern awards would be subject to a global NDT against the terms of the relevant award;

- Employee preferences for particular work arrangements should be able to be taken into account for the purposes of the NDT;

- IFAs should be able to be agreed upon by an employee as part of an offer of employment;

- The types of flexibility available under an IFA should be set out in the Act;

- Employers and employees should have the option of lodging IFAs with a new statutory office holder – the Individual Flexibility Arrangement Commissioner (**IFA Commissioner**) – for approval. Upon formal approval, the employer and employee would achieve certainty that their IFA was valid;

- The IFA Commissioner should be required to apply the requirements of the FW Act and the Award Flexibility clause in the relevant award in a practical, common sense manner;

- The IFA Commissioner should be required to take into account that the primary responsibility for determining work arrangements rests with employers and employees;

- Third parties should not be able to intervene in opposition to an IFA that has been lodged for approval; and

- IFAs lodged for approval should not be publicly available, given that they will typically contain remuneration information of individual employees.

Annualised salaries

Annualised salary provisions in awards need be fair, but they also need to be practical.

In the FWC's *4 Yearly Review – Annualised Salaries Case*, the FWC decided to replace the longstanding previous annualised salary clauses in the 20 or so awards that contained these provisions (e.g. the *Clerks – Private Sector Award*) with clauses that impose a major regulatory burden on employers. The new clauses will undoubtedly lead to annualised salary arrangements becoming far less common, to the detriment of employers and employees.

The key reason why the Full Bench decided that changes were necessary to the previous clauses was the wording in s.139(1)(f) of the FW Act. The Full Bench decided that because s.139(1)(f)(iii) of the Act requires that no individual employee can be disadvantaged, annualised salary clauses in awards should require detailed records be kept of every hour worked by every employee, with a regular reconciliation exercise to address any shortfall in remuneration compared to the standard award provisions. Such an approach removes most of the benefits for employers and employees of entering into an annualised salary arrangement and is at odds with established practices for many senior employees covered by existing annualised salary clauses.

To implement a more workable approach, the following amendment should be made to s.139(1)(f)(iii):

> (iii) include appropriate safeguards. ~~to ensure that individual employees are not disadvantaged~~.

Annualised salary provisions were included in numerous pre-modern awards before the FW Act was implemented without a specific legislative provision regulating the content of such provisions.

Exemption rates

The FW Act should be amended to reinforce the ability for awards to include exemption rates for senior employees. These are included in a few modern awards but not many.

Under the relevant clauses, employees paid above the specified exemption rate are not entitled to certain award provisions (e.g. overtime penalties) due to the senior nature of their roles.

Exemption rates provide a significant opportunity to build more flexibility into the award system.

Loaded rates

Consideration should be given to including loaded rates provisions in relevant awards. Loaded rates take into account the penalties that commonly apply to employees and enable the same rate to be paid to employees on each day of the week.

Loaded rates provide a significant opportunity to build more flexibility into the award system.

Flexible part-time employment

The part-time provisions in most awards are overly inflexible.

Flexible part-time provisions should be included in relevant awards which allow ordinary hours to be flexed up and down within reasonable parameters and agreed upon with each employee. Flexible part-time provisions are included in a few modern awards but not many.

Working from home

During the COVID-19 crisis, a very large number of employees have worked from home. When the crisis is over, there is no doubt that working from home arrangements will be much more common than in the past.

Awards should be varied to include more flexible provisions for employees who are working from home. For example, day workers should be able to work their ordinary hours early in the morning or in the evening by agreement with their employer.

Enterprise agreements

Over recent years, the number of enterprise agreements in Australia has declined substantially. This is not in anyone's interests because enterprise agreements have an important role to play in enabling employers and employees to agree upon employment conditions that are mutually beneficial. Enterprise agreements also provide employees with the opportunity to achieve higher wage increases in return for agreed measures to increase productivity.

The provisions of the FW Act are operating as a disincentive to enterprise bargaining. Even where agreements are reached, the terms of those agreements are frequently varied by the FWC at the approval stage, through requiring employers to give numerous undertakings.

It is widely recognised that the enterprise agreement approval requirements in the FW Act and the associated approval process in the FWC are a major disincentive to enterprise agreement-making.

The Explanatory Memorandum for the *Fair Work Bill 2008* states:

> 768. It is intended that FWA will act speedily and informally to approve agreements, with most agreements being approved on the papers within 7 days…

It is obvious that the above intention has not being achieved.

BOOT / NDT

The current BOOT is unworkable. It should be replaced with a NDT like the one that operated very successfully for over 15 years prior to the introduction of the FW Act. The NDT involved a global test of whether the employees covered by the agreement (taken as a whole) were disadvantaged by the proposed agreement.

Objectives of the enterprise agreement approval process

The FW Act should be amended to implement new objectives for the enterprise agreement approval process which reinforce the importance of employers and employees being able to reach agreements that suit their needs, and reinforce the need for the FWC to approve agreements without delay or excessive technicalities.

Explanation of the terms of a proposed enterprise agreement

The current minefield that exists regarding the obligations upon an employer to explain the terms of a proposed agreement before the employees vote needs to be overcome. A common sense, practical approach needs to apply, like that which existed for 20 years up until the past few years.

Intervention by third parties

A union or other employee representative should not be permitted to intervene in the approval of an enterprise agreement unless it is representing any of the employees covered by the agreement. Unions like the Construction, Forestry, Maritime, Mining and Energy Union routinely pursue a long 'shopping list' of objections in opposition to enterprise agreements they do not support, even if they have no members covered by the proposed agreement.

Objections of bargaining representatives at the approval stage

Bargaining representatives should not be permitted to raise objections about a proposed agreement at the approval stage if they have not raised those objections ahead of the employees voting to approve the agreement.

Casuals who are entitled to vote on a proposed agreement

The Act needs to be amended to clarify which casual employees are entitled to vote on a proposed agreement and which are not. This issue has become a minefield for employers that have a large number of casuals 'on their books'.

IFAs

The proposals outlined above for IFAs made under awards should also apply to IFAs made under enterprise agreements.

The types of flexibility available under an IFA should be set out in the Act, rather than in an enterprise agreement.

Applications to vary enterprise agreements in exceptional circumstances that do not pass the BOOT/NDT

Under s.189 of the FW Act, the FWC is able to approve an enterprise agreement that does not pass the BOOT in exceptional circumstances, including "where the agreement is part of a reasonable strategy to deal with a short-term crisis in, and to assist the revival of, the enterprise". This flexibility should also be available to the FWC when considering an application to vary an enterprise agreement.

Casual employment

On 20 May 2020, the Full Federal Court handed down a very problematic decision on casual employment. In *WorkPac v Rossato*[3], the Court held that the employee in question was entitled to annual leave payments despite the fact that he was engaged under a written contract which stated he was a casual and despite the fact that he was paid a casual loaded rate. The Court rejected WorkPac's arguments that the additional compensation paid to Mr Rossato in the form of the casual loaded rate could be offset against the annual leave entitlements.

The adverse impacts of the Federal Court's decision in *WorkPac v Rossato* on employers, employees and the Australian economy will be widespread unless the decision is urgently addressed.

Unless addressed, the decision will:

- Potentially destroy a large number of businesses – including those in sectors like retail, hospitality and restaurants which employ a high proportion of casual staff and which have been impacted the most by the COVID-19 crisis;
- Destroy the livelihoods of a large number of business owners;
- Discourage employers from retaining casual employees when the JobKeeper scheme ends;
- Be a barrier to employers taking on additional casual staff;

[3] [2020] FCAFC 84.

- Increase the level of unemployment and underemployment, including amongst young people who are already disadvantaged in the labour market;
- Encourage class action claims against employers, including those funded by overseas litigation funders chasing super-profits at the expense of the Australian community;
- Impose costs of up to $8 billion on Australian businesses for past annual leave entitlements that have not been budgeted for because businesses have relied on modern award definitions of casual employment and paid a 25% casual loading; and
- Impose huge costs on the Commonwealth Government through the Fair Entitlement Guarantee (**FEG**) legislation. 'Casuals' are excluded from claiming annual leave and redundancy entitlements under the FEG legislation when their employer becomes insolvent, but the Court's decision paves the way for widespread, costly FEG claims by employees on the basis that they are not 'genuine' casuals.

It is vital that the Government introduces legislation into Parliament without delay to:

- Prevent employees who have been paid a casual loading (or a loaded rate that includes compensation for a casual loading) from 'double-dipping' on annual leave and other entitlements of permanent employees; and
- Clarify the meaning of a 'casual employee' for the purposes of the annual leave and other entitlements in the National Employment Standards. An obvious solution would be to adopt a definition that is similar to the FWC's longstanding definition that is included in most awards, i.e. "a casual employee is an employee engaged and paid as such".

Casual employment in Australia

The level of casual employment in Australia has been stable for more than 20 years (i.e. since 1998) at around 20 per cent of the workforce. If independent contractors are excluded and only the employees in the workforce are considered, casuals make up 25% of employees.

As set out in the *Characteristics and Use of Casual Employment in Australia* report, published in 2018 by the Commonwealth Parliamentary Library, over 80% of casuals work for SMEs:

- Over 51.4% of casuals work for small businesses with less than 20 employees;
- Over 30.7% of casuals work for businesses with 20-99 employees; and
- Less than 17.9% of casuals work for businesses with 100 or more employees.

There are a very large number of casual employees in every State.

Based on Ai Group's analysis of statistics from the ABS and the Household Income and Labour Dynamics in Australia (**HILDA**) survey, there are at least 1.6 million casuals who work on a regular, ongoing basis. The potential cost impacts of the Federal Court's decision on employers for annual leave alone are between $5.7 billion and $8 billion.

No businesses would have made provision for these costs as they have already paid a casual loading in lieu of annual leave and other entitlements.

Addressing 'double dipping' claims

It is essential that urgent steps are taken to address 'double-dipping' claims by employees engaged as casuals.

The Government made the *Fair Work Amendment (Casual Loading Offset) Regulations 2018* to give employers more protection against 'double-dipping' claims by employees engaged as casuals. The Federal Court's decision in *WorkPac v Rossato* highlights that the Regulation has not achieved the intended purpose.

The FW Act needs to be amended to prevent claims for annual leave, personal/carer's leave, redundancy pay and other entitlements that casual loadings are paid in lieu of, being pursued by employees who have been paid a casual loading.

The 25% standard casual loading arose from a decision of a Full Bench of the Australian Industrial Relations Commission (now the FWC) in 2000 in the *Metal Industry Casual Employment Case*.[4] Ai Group represented the employers in the case.

The Full Bench decided to increase the casual loading from 20% to 25%. The Bench calculated how much each relevant entitlement was worth. While not adopting a precise formula, of the 25% loading, 10.1% was calculated as compensating for the absence of annual leave entitlements and 6.5% for the absence of public holidays and personal/carer's leave entitlements. The Commission's decision highlights that it would be blatant 'double-dipping' for an employee to receive the casual loading and such entitlements.

Conversion to permanent employment

Casual conversion provisions can be traced back to the *Metal Industry Casual Employment Case* in 2000. In deciding to include a casual conversion clause in the *Metal, Engineering and Associated Industries Award 1998*, the Full Bench was significantly influenced by the following matters:

- The evidence that "casual employment in the metals and manufacturing industry, in practice, is only infrequently by engagement that is a true hiring by the hour" and that "(i)t seems casual employment is often a continuing employment, until the need arises to interrupt or terminate it".

[4] Print T4991.

- The Australian Manufacturing Workers' Union's survey evidence that 75% of casual workers in the manufacturing industry were engaged for more than three months and 50% were engaged for 12 months or more.

- The inappropriateness of a maximum period of engagement for casuals.

- The inappropriateness of a provision deeming a casual to be a permanent employee after a specified period.

The Metals Award was varied to give a casual employee (defined as "an employee engaged and paid as such") a right to request to convert to permanent employment after six months of regular employment. Importantly, an employer had the right to refuse an employee's request if reasonable in the circumstances.

During the current 4 Yearly Review of Modern Awards, a major Casual Employment Case was heard by a 5-Member Full Bench of the FWC. An extensive amount of evidence and lengthy submissions were presented by the unions and Ai Group over a two year period in the case. The main decision[5] was handed down on 5 July 2017.

In the case, the unions were seeking an absolute right for casuals to convert to permanent employment after six months of regular work.

In its decision, the Full Bench:

- Rejected the Unions' claim for an absolute right to convert;

- Enabled employees to remain employed on a casual basis indefinitely should they wish to do so;

- Implemented a model award clause to give employees the right to apply for permanent employment after 12 months of regular service, with an employer having the right to refuse an employee's request if reasonable in the circumstances.

In deciding to retain an employer's right to reasonably refuse an employee's request to convert to permanent employment, the FWC Full Bench relevantly stated: (emphasis added)

> **[380]** In relation to the fourth question, we do not consider that the employer should be deprived of the capacity to refuse a casual conversion request on reasonable grounds. If it would require a significant adjustment to the casual employee's hours of work to accommodate them in full-time or part-time employment in accordance with the terms of the applicable modern award, or it is known or reasonably foreseeable that the casual employee's position will cease to exist or the employee's hours of work will significantly change or be reduced within the next 12 months, we consider that it would be unreasonable to require the employer nonetheless to convert the employee in those circumstances. The circumstances we have identified would generally constitute the grounds upon which a conversion request could reasonably be refused, although there may be other grounds which we currently cannot contemplate. We emphasise that for a ground for refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable, and not be based on speculation or some general lack of certainty about the employee's future employment. A conversion request should only be able to be refused after consultation with the employee, the refusal and the reasons for it should be communicated in writing within a

[5] [2017] FWCFB 3541.

reasonable period, and if the reasons are not accepted resort should be had to the award's dispute resolution procedure.

If casual conversion rights are extended to additional categories of employees through amendments to the FW Act, it is important that an employer's right of reasonable refusal is maintained.

Compliance and enforcement

Ai Group supports and encourages lawful workplace practices by all parties and does not support any deliberate underpayment of wages or other entitlements. Most businesses devote substantial time and resources to ensuring that they pay their employees correctly. When payroll errors are discovered, businesses typically correct these errors promptly and back-pay the relevant employees.

Most instances of incorrect payment are a result of payroll errors due to the complexity of Australia's award system and workplace relations laws. Employers should not be labelled 'thieves' for such errors. The expression 'wage theft' is not appropriate.

In 2017, the civil penalties in the FW Act for underpayments were increased tenfold and the penalties for breaching pay record requirements were increased by 20 times.

Over the past two years there has been a substantial increase in the number of underpayments self-reported to the Fair Work Ombudsman (**FWO**) and remedied by employers. As acknowledged in the FWO's 2018-19 annual report, this development suggests that 'compliance and enforcement activities are creating the desired effect'.[6]

Ai Group strongly opposes the introduction of criminal penalties for wage underpayments. While at first glance, the introduction of criminal penalties for underpayments might seem like a good idea, there are many reasons why this is not in anyone's interests and needs to be rejected, including:

- Implementing criminal penalties for wage underpayments would discourage investment, entrepreneurship and employment growth;
- Exposing directors and managers of businesses to criminal penalties would operate as a major barrier to employers self-disclosing underpayments to the FWO; and
- Importantly, a criminal case would not deliver any back-pay to an underpaid worker. Where a criminal case is underway, any civil case to recoup unpaid amounts would no doubt be put on hold by the Court until the criminal case is concluded. This means that underpaid workers could be waiting years for redress.

[6] Page 2.

Greenfields agreements for new projects

The FW Act should be amended to permit enterprise agreements that cover work on major projects to continue for the life of the project even if this is longer than the current four-year limit on the nominal term. Many major projects continue for longer periods, for example, the Snowy Hydro 2.0 Project is set to continue for five to six years.

Enterprise bargaining is typically resource-intensive and disruptive. During the life of the project, resources are best devoted to ensuring the delivery of the project on time and within budget, and that high standards of safety and quality are maintained.

Enterprise bargaining creates the risk of protected industrial action at a critical stage of construction. In addition to the direct costs of the industrial action, there are numerous other costs which arise due to delays in completion resulting from industrial action. These costs include:

- Liquidated damages;
- Program acceleration expenses, e.g. extra overtime;
- Daily costs of hire for rental equipment, such as cranes, mobile plant, sheds, offices and other equipment; and
- Damage to the contractor's reputation which may result in the loss of future business.

One area of great concern to contractors is the additional stresses that arise when accelerated 'catch-up' programs need to be implemented due to delays caused by industrial disputes. These programs can have a negative impact on safety and quality, and result in significant additional costs.

ABOUT THE AUSTRALIAN INDUSTRY GROUP

The Australian Industry Group (Ai Group®) is a peak employer organisation representing traditional, innovative and emerging industry sectors. We are a truly national organisation which has been supporting businesses across Australia for more than 140 years.

Ai Group is genuinely representative of Australian industry. Together with partner organisations we represent the interests of more than 60,000 businesses employing more than 1 million staff. Our members are small and large businesses in sectors including manufacturing, construction, engineering, transport & logistics, labour hire, mining services, the defence industry, civil airlines and ICT.

Our vision is for thriving industries and a prosperous community. We offer our membership strong advocacy and an effective voice at all levels of government underpinned by our respected position of policy leadership and political non-partisanship.

With more than 250 staff and networks of relationships that extend beyond borders (domestic and international) we have the resources and the expertise to meet the changing needs of our membership. We provide the practical information, advice and assistance you need to run your business. Our deep experience of industrial relations and workplace law positions Ai Group as Australia's leading industrial advocate.

We listen and we support our members in facing their challenges by remaining at the cutting edge of policy debate and legislative change. We provide solution-driven advice to address business opportunities and risks.

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