SIAG Pty Ltd
ACN 060 015 116

THE ADVISOR

20 years siag of the service industry advisory group

SEPTEMBER 2013

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in this edition

COALITION POLICIES ON INDUSTRIAL RELATIONS AND AGED CARE

On Saturday 7th of September 2013 the Coalition of the Liberal-Nationals were elected as the new Federal Government of Australia. The Coalition has proposed changes to both industrial relations laws and reforms in Aged Care.

The Coalition's proposed Industrial Relation policy will retain the Fair Work framework including the Fair Work Commission and will aim to adopt some of the recommendations made by the Fair Work Review panel including clarification on the circumstances in which annual leave loading is payable on termination of employment and recommending changes to the "better off overall test."

The Coalition would seek to insert provisions in the general protections provisions under the Fair Work Act 2009 which make it clear that the central consideration about the reason for the adverse action is the subjective intention of the person taking the alleged adverse action. This would be consistent with the recent High Court decision in *Barclay v Bendigo Regional Institute of TAFE*.

The Coalitions industrial relations policy will also include their previously announced parental leave scheme which will begin in 2015. The paid maternity leave scheme will provide an entitlement of 26 weeks paid leave for mothers at the mother's full replacement wage or the national minimum wage and superannuation contributions will also be made. The proposed policy will also provide payments directly from the Federal Government rather than through employers which is the case under the current paid parental leave scheme.

Under the Coalitions IR policy the rules for the use of Individual Flexibility Agreements (IFA's) under enterprise agreements will be relaxed. The Coalition has stated that this will not be a reintroduction of the AWA regime. Under the proposed changes, IFA's would be agreed to with willing employees and the time period for terminating IFA's will be increased to 90 days.

Whilst the Coalition has stated that it supported the Labor government's introduction of workplace bullying laws, employees will only be able to access the Fair Work Commission to deal with bullying claims once they have first sought advice and assistance from a work health and safety regulator in the relevant State. Changes will be also sought to include the conduct of union officials towards workers and employers under the workplace bullying laws.

Further to the proposed changes to industrial relation laws, the Coalition have proposed reforms to Aged Care policy and have proposed a five year plan based on the Productivity Commission inquiry's report on Aged Care. This includes putting back into the general pool of aged care funding the $1.2 billion allocated to the Workplace Supplement under the Labor Government. The Coalition has stated that it will consult and work with providers to ensure that these funds are distributed in a flexible and better targeted manner as to not jeopardise the viability of Aged Care facilities. Whilst the Coalition has promised to reallocate the funding from the Workplace Supplement it is not clear whether those Aged Care providers who have already signed up to the Workplace Supplement will continue to receive the funding under the Coalition's changes.

Coalition's policy to improve the Fair Work Laws and the Coalition's Policy for Healthy Life, Better Ageing August 2013

VICTIM OF WORKPLACE BULLYING AWARDED $600,000 IN DAMAGES

An employee who developed severe psychological damage due to workplace bullying has been awarded $600,000 by the Victorian Supreme Court and has found that the employer's inaction contributed to the "sustained workplace bullying" that the sales assistant endured.

Justice John Dixon of the Victorian Supreme Court found that Legibook, the operators of Monash Law Book Co-Operative had exposed the sales assistant to a hostile work environment. Justice Dixon found that between 2003 and 2007 the sales assistant was subjected to sustained and intimidating workplace bullying and harassment by the sales manager.

THE FACTS

The sales assistant had been subjected to various forms of workplace bullying including an incident in which the manager threw a book at her head in 2002, belittling and humiliating the sales assistant in front of customers and repeatedly reminding her of her mistakes and errors. Despite informing the Board of these incidents, the Board of Legibook did not discuss with the manager what it considered acceptable behaviour and despite informing the Board in 2005 that tensions had continued little action was taken to alleviate the situation.

VICTORIAN SUPREME COURT DECISION

Justice Dixon found that the manager' conduct "would be expected by a reasonable person to humiliate, intimidate, undermine or threaten" the sales assistant. Further Justice Dixon made findings on the culpability of Legibook and found that the company was aware of the risk of injury in 2003 and failed to act. Justice Dixon rejected claims by the Board that the sales assistant did not complain about any symptoms that might warn of a psychological injury and that it would have been inappropriate to speak to the manager when the employee had requested that the Board not do so.

Justice Dixon stated "it was inappropriate for Legibook, purporting to act as a reasonable employer, to rely on choices made by its employee as to the employer's proper response to the employee's complaint."

Justice Dixon found that the company's conduct fell well short of the expected standard of an employer by failing to investigate any of the complaints and incidents in 2003 and 2005, assess the risks identified in 2003, despite the Board anticipating a Workcover claim, monitor the behaviour of employees including providing training and a complaints procedure and to provide a safe return to work procedure for employees.

Justice Dixon also rejected claims by the Board that in comparison to the recent Court of Appeal decision in *Brown v Maurice Blackburn Cashman*, the manager's actions were instances of "robust expressions of frustration" rather than behaviour which endangered the health of the sales assistant. Justice Dixon awarded the sales assistant $292,554.38 for pecuniary loss and $300,000 in damage for pain and suffering.

Swan v Monash Law Book Co-Operative (2013) VSC 326 (26 June 2013)

FEDERAL CIRCUIT COURT RULES AGAINST ADVERSE ACTION CLAIM

The Federal Circuit Court has ruled that despite failing to follow internal processes adverse action did not occur when a company dismissed a manager who was going on maternity leave. Symantec (Australia) Pty Ltd had told the financial planning and analysis manager that it had made her role redundant and had offered the employee redeployment opportunities with the company a month before she took parental leave.

THE FACTS

The manager had claimed that Symantec had taken adverse action against her because she was pregnant and had been exercising a workplace right to take parental leave. However Symantec argued that the manager was one of 21 employees across the company's global firms who were made redundant as part of its restructure.

FEDERAL CIRCUIT COURT DECISION

Judge Tom Altobelli of the Federal Circuit Court found that there was evidence that Symantec had not followed the company's policy when selecting the manager for redundancy, however he rejected the employee's argument that this supported the claim that she was terminated because of a prohibited reason stating "mere failure to comply with an employer's own procedures in relation to termination does not, ipso facto, lead to the drawing of an adverse inference about the reason for what might otherwise be prohibited action."

Further the applicant gave evidence that she was aware that her position was at risk of being made redundant. Judge Altobelli ruled that the evidence suggested that the employer had not taken adverse action against the employee.

However whilst Judge Altobelli ruled that adverse action had taken place, he also considered whether there was a breach of s.536 of the *Fair Work Act 2009 (the Act)*. Section 536 of the Act states: "(1) An employer must give a pay slip to each of its employees within one working day of paying an amount to the employee in relation to the performance work."

The applicant contends that final payment was given to the applicant on the 8th of March 2012, but the pay advice was not given until 16th March 2012. The employee was terminated on the 2nd of March 2012. Whilst the applicant did not work on these dates, the payment referred to on the payslip was of a prospective nature and to that extent according to Judge Altobelli, the payment related to the performance of work.

Judge Altobelli found on the evidence that there was a breach of s.536 of the Act, however made no orders pertaining to cost.

Lai v Symantec (Australia) Pty Ltd (2013) FCCA 625 (28 June 2013)

GOLD MINING COMPANY'S HR PRACTICES LACKED "SOPHISTICATION" SAYS TRIBUNAL

The Fair Work Commission has found that mining company Central Norseman Gold used "unsophisticated HR practices" when it wrongfully dismissed an injured worker who the company had claimed abandoned his employment by failing to agree to an alternative role for which he was not licensed.

THE FACTS

The applicant had worked as a miner at Central Norseman Gold and was injured during a rock blast in 2011. The applicant was found to be unfit for seven days of work following his injury. Upon the applicant's return to work the Employer's workers compensation insurer accepted liability for medical expenses. In November 2011 the Employer advised the applicant that his workers compensation had been rejected, however the applicant called the insurer and was advised that the information provided to him by the Employer was incorrect.

The applicant was provided with a return to work plan and was informed during this time that due to a restructure his employment was terminated but invited him to apply for a job at L2 Project Management-Norseman Pty Ltd. The applicant applied for a position of a miner at the new project and outlined that he was restricted in his return to work but would be able to be cleared within a few weeks.

On 15 March 2012 the Applicant received an offer of transfer of employment and accepted this offer. On the applicant's return to work he was informed that he was to be assigned as a truck driver. The applicant objected to this and informed the employer that he did not have a truck driving license. The Employer said that there was no mining work available and it "was truck driving or nothing".

The applicant refused to accept the truck driving position and subsequently the employer ceased his workers compensation payment and notified him that management considered that he had abandoned his employment.

FAIR WORK COMMISSION DECISION

Commissioner Cloghan in his decision found that Central Norseman Gold had repudiated the miners employment contract by "attempting to unilaterally change" his occupation to truck driver.

In his ruling Commissioner Cloghan found that the Applicant was not given the opportunity to respond to the alleged reason for his employment ceasing and that the manner in which the applicant's employment ceased did not provide for or allow for a support person to be present or assist in discussions. Commissioner Cloghan found that with the size and nature of the industry of the Employer, a certain degree of" human resources sophistication would be expected; none was evident."

Further Commissioner Cloghan ruled that the applicant did not abandon his employment but was unfairly dismissed under section s.387 of the Fair Work Act.

Commissioner Cloghan set down a separate time for hearing to decide on the appropriate compensation.

Darrell Duke v Central Norseman Gold Corporation Limited (2013) FWC 2993 (11 June 2013)

FWC BLOCKS AGREEMENT TERMINATION THAT WOULD HAVE ENABLED INDIVIDUAL CONTRACTS

FACTS

The Victorian Canine Association (trading as "Dogs Victoria") made an Application to the Fair Work Commission under s225 of the *Fair Work Act 2009* (Cth) for the termination of its Enterprise Agreement after its nominal expiry date, which was two and a half years prior.

Dogs Victoria relied on evidence from seven of its nine employees who had agreed to move onto individual common law contracts and did not wish to have an Enterprise Agreement.

However, the Australian Services Union ("ASU") opposed the Application arguing that there were only a few issues to be resolved in the negotiations for a replacement Agreement, and that is was not in the 'public interest' to terminate the Agreement.

DECISION BY FAIR WORK COMMISSION

Commissioner Tim Lee considered s226 of the Fair Work Act and concluded that it would not be contrary to the public interest to terminate the enterprise agreement. Commissioner Lee relied heavily upon the analysis of Vice President Michael Lawler in *Tahmoor Coal Pty Ltd* in which "the public interest involves something distinct from the interests of the parties although they may be similarly affected".

Commissioner Lee stated that the ASU had not provided any evidence to support their contention that terminating the agreement was not in the 'public interest'. However, s226(b) requires him to take into account all the circumstances, including the views of each employee, and not just the majority. It was evident that an employee was likely to be disadvantaged; hence why they did not agree to the termination of the Agreement.

Further, Commissioner Lee noted that Dogs Victoria did not clearly identify the effects of terminating the Agreement, instead focused on its desire not to enter into a new Agreement.

The Commissioner relied on Clause 8 of the agreement, in which Dogs Victoria is obliged to negotiate a new agreement, and is excluded from offering any type of individual contract. Commissioner Lee stated that "the extent this clause acts as a constraint on the employer achieving its objective of entering into common law contracts it is a significant issue in the bargaining dispute. The termination of the Agreement will remove that constraint".

It was also noted by Commissioner Lee that Dogs Victoria's reluctance to include rates of pay in the new agreement was a reason why negotiations had slowed down; because the ASU was opposed to this.

The Commissioner concluded that if they terminated the Agreement this would effectively remove a "barrier to the introduction of individual common law agreements and avoiding the regulation of rates of pay through a collective instrument". Therefore the Application was dismissed.

Victorian Canine Association T/A Dogs Victoria [2013] FWC 4260 (1 July 2013)

FEDERAL COURT CONFIRMS THAT IMPLIED TERM OF CONFIDENCE AND TRUST IS A PART OF AUSTRALIAN LAW

The Federal Court has made a significant decision on Australian Employment contract law, with the full court finding that the Commonwealth Bank breached an implied term of confidence and trust when it failed to consider redeployment opportunities for one of its executive managers shortly prior to dismissing him.
The Full Court was hearing the Commonwealth Bank's appeal from Justice Anthony Besanko's decision in September 2012 that it contravened the implied term when it committed a serious breach of the redeployment policy in its HR manual.

FEDERAL COURT DECISION

In his original ruling Justice Besanko ruled that there was an "implied term of mutual trust and confidence in the contract of employment." The Commonwealth Bank had dismissed the manger after notifying him that his position had become redundant. Justice Besanko found that there was an implied term of mutual trust and confidence in the contract of employment between the Commonwealth Bank and the applicant Mr Barker. Justice Besanko had found that the term of mutual trust and confidence was consistent with cases in England such as *Malik v Bank of Credit and Commerce International SA (in liq) (1998) AC 20* and the existence of such a term has been assumed by four Justices of the High Court.

Justice Besanko had found that the Bank had engaged in a serious breach of the implied term of mutual trust and confidence when it failed to comply with its policies during a reasonable period of notifying the Applicant of his redundancy.

FULL FEDERAL COURT DECISION

The Commonwealth Bank appealed the decision in the Full Federal Court on the basis of whether the contract of employment contained an implied term of mutual trust and confidence and whether if by breaching its own policies the Bank engaged in a serious breach of the mutual trust and confidence.

In determining whether there was an implied term of mutual trust, Justice Jacobson and Justice Lander took into account the fact that the applicant was a long-term employee at the Commonwealth Bank and that under the Bank's policies the applicant's employment may be terminated if the Bank was unable to place him in an alternative position.

Justice Jacobson and Justice Lander found that in those circumstances there was an implied term which required the Bank to take positive steps to consult the applicant about the possibility of an alternative position at the company. The Bank, however withdrew the applicant's email and mobile phone facilities without telling the redeployment officer.

In their majority decision Jacobson and Lander took a different approach to Justice Besanko's ruling, which held that a serious breach of the bank's redeployment policy amounted to a breach of the implied term. Instead Justice Jacobson and Lander found that the circumstances required that the Commonwealth Bank to take positive steps to consult with the applicant and inform him of suitable alternatives and in their opinion "these obligations fell within the content of the implied term."

Jacobson and Lander found that the Bank's actions were sufficient to amount to a breach of its duty not to engage in conduct likely to "destroy or seriously damage the relationship of confidence that existed between it and the manager."

Justice Jacobson and Lander also accepted the applicant's cross appeal and increased the compensation to $335,623.

It is expected that the Commonwealth Bank will challenge the decision in the High Court.

Commonwealth Bank of Australia v Barker (2013) FCAFC 83 (6 August 2013)

HIGH COURT RULES ON ADVERSE ACTION

THE FACTS

Mammoet Australia Pty Ltd ("Mammoet") provided accommodation to fly in/fly out ("FIFO") employees who worked on construction at the Woodside Pluto Liquefied Natural Gas Project ("The Project") which was located in remote Western Australia.

In April 2010 Mammoet was notified of the intention of some of its employees to be involved in a 28 day work stoppage as part of negotiating their Enterprise Agreement. There is no doubt that the stoppage fell within "protected industrial action" as stated in the *Fair Work Act 2009* (Cth).

The day before the strike was scheduled to commence, Mammoet informed all employees associated with the industrial action that it intended to cease providing accommodation to them for the duration of any industrial action.

FEDERAL MAGISTRATES COURT DECISION

The Construction Forestry Mining and Energy Union ("CFMEU") commenced proceedings in the Federal Magistrates Court of Australia alleging that the failure of Mammoet to provide accommodation for workers involved in industrial action was a breach of their Enterprise Agreement (*Mammoet Australia Pty Ltd Pluto Project Greenfields Agreement 2008*) and adverse action within the meaning of s342(1) of the Fair Work Act against employees who were excising a workplace right, that of protected industrial action.

The Federal Magistrates Court of Australia ruled that Mammoet's action was lawful, under s470(1) of the Fair Work Act. This section provides that if an employee is engaged in protected industrial action, the employer must not make a "payment" to an employee for the total duration of the industrial action.

This decision was upheld in an appeal to the Federal Court of Australia.

APPEAL TO THE HIGH COURT OF AUSTRALIA

The High Court had to decide whether the provision of accommodation was "payment" within the meaning of s 470 (1) of the Fair Work Act; whether payment "in relation to the total duration of the industrial action" includes entitlements of an employee that are dependent on the existence of the contract of employment, rather than the actual performance of work; and whether the entitlement to accommodation was dependent on the employees being ready, willing and available to work during working hours.

The High Court unanimously found in favour of the CFMEU and regarded that s470(1) to apply only to payments of money, and not non-monetary benefits, such as accommodation. The High Court dismissed Mammoet's argument that under their enterprise agreement, employees were not entitled to accommodation unless they were "ready, willing and available to work". Instead, the High Court stated that the Agreement required Mammoet to provide accommodation to employees who had proceeded to the project location. Thus, its removal after this time would constitute adverse action under s342 of *The Fair Work Act 2009* (Cth).

WHAT EMPLOYERS NEED TO KNOW

Employers need to be wary of the non-monetary benefits employees are entitled to receive during a period of industrial action. In order to prevent potential adverse action claims, employers need to ensure that employees continue to receive such entitlements.

Construction Forestry Mining & Energy Union v Mammoet Australia Pty Ld [2013] HCA 36

FEDERAL CIRCUIT COURT FINES COMPANY OVER SHAM CONTRACTING

The Federal Circuit Court has fined an Illawarra company $161,700 for hiring four workers as independent contractors instead of employees following legal action by the Fair Work Ombudsman.

THE FACTS

The kitchenware company Metro Northern Enterprises Pty Ltd, had employed the four workers as independent contractors and paid them on a commission only basis. Before starting to sell the Metro products, each sales representatives completed a period of training and thereafter followed Metro's sales approach, set out scripts and used Metros promotional material. After the four workers stopped working for Metro they each lodged a complaint with the Fair Work Ombudsman claiming they had not been paid as they should have been. The Fair Work inspectors investigated following the claims.

The Federal Circuit Court had to consider whether the workers were employed as independent contractors or employees and whether Metro misrepresented the sales representative's employment as an independent contracting arrangement.

FEDERAL CIRCUIT COURT DECISION

The Federal Circuit Court in deciding whether the workers were employed as independent contractor noted the principles set out in the case *ACE Insurance Ltd v Trifunoski* which stated that there was "no one single criterion that will necessarily determine the employment relationship."

Judge Barnes examined a number of criteria in determining the relationship between Metro and the sales representatives including the content of Metro's training, where the participants had to attend, Metro's training manual, contractual documents and the intention of the parties.

Judge Barnes found that Metro breached sham contracting laws in relation to the employees. Judge Barnes was satisfied that the sales representatives should have been employed as employees and that the relationship between Metro and the workers was one of employment. This was due to the manner in which they were directed, supervised and in performance of their tasks.

Judge Barnes also found that by providing the sales representatives with the Independent Agent Agreement, Metro contravened the Fair Work Act by representing employment as an independent contracting agreement. Judge Barnes found that Metro had acted in a manner which was careless and he was aware of the possibility of ramifications if the relationship was wrongly categorised.

The incorrect classifications led to the workers being underpaid minimum wage rates, overtime, vehicle allowance and annual leave pay totalling $10,327 and the workers were underpaid amounts ranging from $1599 to $3373.

The Fair Work Ombudsman said the Court's decision sends a message that sham contracting will not be tolerated.

Fair Work Ombudsman, Press Release, 19th of August 2013

FAIR WORK COMMISSION FINDS ANZ EMPLOYEE WAS NOT UNFAIRLY DISMISSED

The Fair Work Commission has found that an employer was not obligated to take back an employee after she took leave without pay. The applicant had claimed that she was unfairly dismissed by the ANZ bank because her manager "urged" her to take leave without rather than resign to travel overseas and there was no position available on her return.

THE FACTS

The applicant had worked at the ANZ Bank since January 2007 and had advised her manager in November 2011 that she intended to resign and travel overseas. The applicant's manager told the applicant that she should not resign and offered her leave without pay until October 2012. The Applicant submitted a leave without pay application and it was approved. The Applicant advised that she would be able to return to work on 15 October 2012.

The Applicant's manager replied that he could not guarantee her position would be available when she returned, but that he would attempt to find other work for her within the organisation if there was no position. The applicant was informed on the 28th of August that there was no job for her at the ANZ.

FAIR WORK COMMISSION DECISION

In determining whether the employee was unfairly dismissed the Fair Work Commission heard evidence from the manager that he had informed the applicant before she applied for the leave that there was no guarantee of a position on her return and that a redundancy payment would not be required in those circumstances.

The Applicant denied that such a conversation took place. Deputy President Gooley stated that the Applicant's evidence was inconsistent when it came to her understanding of the Leave Without Pay Policy.

Deputy President Gooley stated that whilst the ANZ had an obligation to find another position for the employee if their position had become redundant, she was "unable to conclude on the evidence" that the Applicant's position had been made redundant.

In determining whether the Applicant was unfairly dismissed Deputy President Gooley considered s.387 of the Fair Work Act which outlines the criteria for unfair dismissal. S.387 states that when considering whether it is satisfied that a dismissal was harsh, unjust or unreasonable the FWC must take into account:

(a) whether there was a valid reason for the dismissal,
(b) whether the person was notified of that reason and
(c) whether the person was given an opportunity to respond to any reason related to the capacity or conduct of the person.

Deputy President Gooley considered the Applicant's assertion that there must be a valid reason for the termination of employment and in this vase there was none. However Deputy President Gooley found that whilst she did have sympathy for the Applicant, she did not consider the decision to terminate the applicant's employment as invalid and found that ANZ terminated the applicant's employment because it considered it had made an agreement with the Applicant that if there was no position for her upon her return from leave without pay her employment would come to an end and she would not be entitled to redundancy pay. Gooley concluded that this "reason was sound, defensible and or well founded" and dismissed the application for unfair dismissal.

Chole Cameron v ANZ Banking Group limited T/A ANZ, Fair Work Commission, 21 June 2013

FWC UPHOLDS DIMISSAL OF EMPLOYEE WHO SOLICITED EMPLOYER CLIENTS ON LINKEDIN

The Fair Work Commission has found that an architecture and design company had a valid reason to dismiss the Applicant who breached his employment contract when he attempted to solicit its clients via social media site LinkedIn.

THE FACTS

The Applicant had been working at peckvonhartel an awarding winning architecture and design company and had sent a group email on 14 of January 2013 informing them that he wanted to expand his commercial design service into a full time venture. A concerned client phoned peckvonhartel (PVH) to inform them of the email and the Applicant was informed on 15 January 2013 that he was summarily dismissed as a result of sending the email. Later that same day the applicant received an email confirming his dismissal and stating that he had breached clause 2.8 of his employment contract.

Clause 2.8 of the Applicant's employment contract stated that he was not to "undertake any appointment or position or work or advise or any business or activity that:

- Results in the business or activity competing with Us;
- Adversely affects us or our reputation; or
- Hinders the performance of your duties.

The applicant filed an unfair dismissal application alleging that he had been unfairly dismissed arguing that the company had condoned him working on small projects or jobs outside of work and in his own time.

PVH argued that whilst it had placed no restriction on the applicant performing private work outside of his employment, the LinkedIn email constituted a serious breach of their policy and was a clear attempt to solicit business from the clients of the respondent during the course of his employment. PVH submitted that the applicant's conduct was in clear breach of clause 2.8 of his employment agreement and had destroyed the necessary confidence between the applicant and his employer and was a conflict of interest

FAIR WORK COMMISSION DECISION

Commissioner Deegan rejected the Applicant's assertions that he did not believe that he sent the email to current clients of PVH, that the email represented solicitation for only small jobs or that by sending the email he was actively seeking work for PVH, finding that these assertions were not supported by the evidence. Commissioner Deegan relied on the definition of "serious misconduct" contained in the Fair Work Regulations which states that serious misconduct can include "wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment" and "conduct that causes serious and imminent risk to the reputation, viability or profitability of the employers business."

Commissioner Deegan dismissed the application for unfair dismissal and found that the dismissal was not harsh, unreasonable or unjust. The Commissioner found that the Applicant owed "an obligation to his employer to faithfully promote his employer's interests and as a result of his conduct there was a clear justification to dismiss the Applicant.

Bradley Pedley v IPMS Pty Ltd TA/ peckvonhartel, Fair Work Commission, 2 July 2013

Worksafe Victoria

Initial (5 day) OHS Course for HSRs, Managers and Supervisors

conduct inspections - assess risks -identify hazards - investigate incidents - maintain records - know codes & standards

contact: Grant Cook 03 9644 1000 gcook@siag.com.au

WELCOME SOPHIE MCCOWAN - OUR NEW DIRECTOR OF LEGAL SERVICES

Sophie McCowan commenced as SIAG's Director of Legal Services in June this year.

Sophie has 15 years' experience specialising in workplace relations, and has spent time working in private practice and the public sector.

Sophie advises and represents clients in all areas of employment and industrial relations. She regularly appears for clients in the Fair Work Commission. She advises on issues including managing disciplinary and termination of employment processes; the interpretation of industrial instruments; negotiating and drafting employment contracts; industrial disputes; discrimination, harassment and bullying; and outsourcing, restructuring and transfer of business.

Sophie takes a practical and flexible approach to her work, with a strong focus on client service.

THE PASSING OF MAX

It is with great sadness that we inform you that Max the beloved old English Sheepdog at SIAG has passed away. Max has been a constant fixture at SIAG for over a decade.

Max would often be seen lounging in the SIAG office, greeting clients at the door and was always excitable when food was around. She will be sorely missed.

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A WorkSafe Approved Training Course

Initial (5 Day) OHS Course for HSRs, Managers and Supervisors

siag is offering the 5 day OH&S representative course to HSRs and Deputy HSRs across a range of industries. The program is interactive, informative and gives an understanding of the OHS imperatives of this role.

The program is approved by WorkSafe and can be run in groups at your organisation or for individuals as part of our public program held at **siag's** Melbourne office.

Some of the topics covered include

~ Occupational health and safety legislation, codes, and standards
~ Identify, assess and control hazards present in the workplace
~ Carry out workplace inspections on a regular basis
~ Identifying risks
~ Investigating injuries, illnesses and incidents
~ Communicate effectively with all parties involved in occupational health and safety
~ Negotiation, consultation and collaboration to achieve issue resolution.
~ Keeping and maintaining basic health and safety records

For expressions of interest, fill in the form below.

Venue: 16/75 Lorimer Street
SOUTHBANK
VIC 3006

Cost: $730 plus GST per person

Contact **siag** on **(03) 9644 1400**, or email **info@siag.com.au** for more information

Expression of Interest: Initial (5 Day) OHS Course for HSRs, Managers and Supervisors

Please fill in the form below and return to: **16/75 Lorimer Street, Southbank VIC 3006** or fax to: **(03) 9644 1490**

Name: .....

Address: .....

.....

Phone Number: .....

Email: .....

Preferred intake: .....

Refund policy.
**Cancellations 21 days or more from commencement date receive full refund.
**Cancellations 14 days from commencement date receive 50% refund.
**Cancellations 7 days or less from commencement date receive no refund.

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A WorkSafe Approved Training Course

OHS (1 Day) Refresher Course for HSRs

siag is offering the 1 day OH&S representative refresher course to HSRs and Deputy HSRs across a range of industries. The program is interactive, informative and updates the learning from the initial 5 day course.

The program is approved by WorkSafe and can be run in groups at your organisation or for individuals as part of our public program held at **siag's** Melbourne office.

Some of the topics covered include

~ Review of legislation and update of the Act and Regulations
~ Hazard ID and Hierarchy of Control
~ HSR and Issue Resolution
~ Managing issues in a proactive maner
~ Use and process of a PIN
~ Problem solving case studies of complex OHS issues and maintaining OHS compliance

For expressions of interest, fill in the form below.

Venue: 16/75 Lorimer Street, SOUTHBANK, VIC 3006
Cost: $210 inclusive of GST per person

Contact **siag** on **1300 SIAG HR**, or go to www.siag.com.au/training for more information

S 67 Entitlement - Obligation to train health and safety representatives

1) An employer must, if requested by a health and safety representative for a designated work group of which employees of the employer are members, allow the representative to attend the following courses -
   (a) an initial course of training in occupational health and safety after being elected;
   (b) a refresher course at least once in each year, after completing the initial course of training, that he or she holds office.
2) A request to attend a course must not be made less that 14 days before the course is to start.
3) A course must be approved or conducted by the Authority.

Expression of interest: OHS (1 Day) Refresher Course

Please fill in the form below and return to: **16/75 Lorimer Street, Southbank VIC 3006** or fax to: **(03) 9644 1490**

Name: .....
Address: .....
.....
Phone Number: .....
Email: .....
Preferred intake: .....

Refund policy.
**Cancellations 21 days or more from commencement date receive full refund.
**Cancellations 14 days from commencement date receive 50% refund.
**Cancellations 7 days or less from commencement date receive no refund.

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