

Significant Workplace Relations Issues Report

Australian Industry Group
Report for Australian Furniture
Removers Association Members

March 2026



Dear AFRA Members

This report is published against the backdrop of continued change to workplace relations regulation, combined with an exceptionally tight labour market, as well as growing economic and geo-political challenges and uncertainty.

The evolving impacts of the conflict in the Middle East on Australia's fuel supply and broader supply chains is already impacting many members, including from a workplace relations perspective.

There is growing political and media commentary on the potential need to encourage working from home arrangements in light of recent increases to fuel prices.

The Fair Work Commission has also commenced an urgent conferencing process in response to a request from the Transport Workers' Union and an association of employers in the road transport industry. They have asked the Commission to provide urgent assistance to facilitate discussions amongst a wide range of stakeholders in the road transport sector and broader supply chain, with a view to addressing recent fuel cost increases.

The Australian Industry Group has taken a leading role in responding to this matter, including ventilating concerns about the lack of utility of programming it given the Commission does not currently have any apparent power to issue orders in the short term to deal with this issue, and the lack of clarity as to what process or outcome the TWU and association are seeking. That matter is listed for a conference on Wednesday 25 March 2026 and we await further information from the TWU and association about what options they consider may be available to address the fuel cost issue.

The TWU and some associations are also pressing the Federal Government to implement legislative amendments which, if successful, would grant the Commission greater powers to introduce minimum standards orders and contractual chain orders for the road transport sector and supply chain, without the safeguard of minimum consultation or transitional periods.

We will continue to play a major role in relation to these issues and will keep AFRA members updated as these matters progress.

More broadly, our team is actively liaising with relevant Commonwealth and state agencies and maintaining ongoing consultation with members who are, or may be, affected - so that policy responses and industry support are informed by real world conditions.

We encourage AFRA members to contact our policy team with on-the-ground insights ranging from sector specific workplace relations or staffing challenges, through to operational issues such as emerging delays, freight availability issues, price volatility, supplier challenges or other operational adjustments. Your input helps shape coordinated and evidence-based advocacy and support.

Australian Industry Group's advice line and national team of workplace relations lawyers are also assisting employers in working through enterprise-specific arrangements and challenges.

The Australian Industry Group website (www.australianindustrygroup.com.au) contains important information and resources, and we will keep AFRA informed with timely updates on key developments and practical guidance as the situation unfolds.

Broader WR Policy Developments

While the breadth of legislative change relative to the Federal Government's last term has narrowed, the Government is focused on continuing to implement its election commitments and 'bedding down' its past changes. The impacts of this are being revealed as they are increasingly utilised and applied by unions, the Fair Work Commission and the courts.

The report outlines a range of important Commonwealth and state developments that will be of direct relevance to members. These include the ongoing review of the 'Closing Loopholes' amendments, the inquiry into the operation of the National Employment Standards, and further consideration of a bill introduced by the Greens that seeks to further expand rights to request flexible working arrangements and working from home.



From a state government perspective, the report addresses significant developments in labour hire licensing, new work health and safety duties relating to digital work systems in NSW, and proposed changes in Victoria to introduce a statutory right to work from home.

A substantial part of the report is devoted to providing an update on major proceedings in the Fair Work Commission. These include the Commission's own motion proceedings aiming to insert working from home provisions in the *Clerks — Private Sector Award 2020*, and the Commission's review of part time employment provisions. The report also tracks developments in case law in which the courts are continuing to interpret the Government's successive tranches of legislative amendment made in its previous term, including the extent to which the Commission can exercise its expanded powers in enterprise bargaining and agreement approval.

The report also canvasses developments in related areas such as artificial intelligence, workplace surveillance, privacy obligations, diversity and inclusion, and modern slavery.

This publication is intended to provide AFRA members with a clear and practical overview of key recent and emerging workplace relations developments. It includes an executive summary linking to more detailed analysis in the body of the report, along with references to submissions, member advice and supporting resources prepared by the Australian Industry Group.

The Australian Industry Group remains focused on representing employers' interests robustly across policy, regulatory and tribunal forums. We thank AFRA and its members for continued engagement and support which underpins this work.

AFRA members are encouraged to contact the Australian Industry Group workplace relations policy team to discuss any of the matters covered in this report, or to email WRConsultation@australianindustrygroup.com.au.

Warm regards

Brent Ferguson

Head of National Workplace Relations Policy
Australian Industry Group



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Executive Summary

Legislative developments

Commonwealth

- On 27 November 2025, the House of Representatives Standing Committee on Employment, Workplace Relations, Skills and Training adopted an inquiry into the operation and adequacy of the National Employment Standards (**NES**), following a referral from Hon Amanda Rishworth MP. The Australian Industry Group made a [submission](#) constructively proposing a range of sensible and technical amendments, while also arguing that the review should not be a catalyst any major expansion of NES entitlements.
- On 15 December 2025, the Hon Amanda Rishworth MP caused a review to be conducted into the operation of amendments made to the *Fair Work Act 2009 (Cth)* (**Fair Work Act**) *Fair Work Legislation Amendment (Closing Loopholes) Act 2023*, the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* and the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (**Closing Loopholes**). The Australian Industry Group made a [submission](#) to this review on 8 March 2026, asserting that the changes were rushed, overly complex and misdirected, while also proposing a range of amendments to address various difficulties and deficiencies in the amendments.
- On 12 February 2026, the Australian Industry Group made a submission to the inquiry into the Greens' [Fair Work Amendment \(Right to Work from Home\) Bill 2025](#). This Bill proposes to make significant changes to the NES right to request a flexible working arrangement, including but not limited to, a request to work from home for up to two days a week.
- There is now a lack of support from some State Governments for harmonised labour hire licensing laws. Both Victoria and South Australia have recently broadened the application of their respective schemes and each support harmonisation.

State/Territory

- In a media release published on 4 March 2026, Victorian Premier Jacinta Allan announced that amendments would be made to the *Equal Opportunity Act 2010 (Vic)* to introduce a right to work from home two days a week. Legislation would be introduced in July 2026 for commencement in September 2026. The changes would be delayed for small employers until 1 July 2027.
- The NSW Government has made an order to declare additional public holidays on 27 April 2026 and 26 April 2027 for the whole of the State as Anzac Day falls on a weekend in 2026 and 2027. The 25 of April in 2026 and 2027 will also be recognised as public holidays.
- On 12 February 2026, the NSW Government passed the final Work Health and Safety Amendment (Digital Work Systems) Bill 2026, and it received Royal Assent on 18 February 2026. Notwithstanding our opposition to these amendments, we engaged with the NSW Government along with other industry organisations to secure some modest but sensible amendments to make the proposed duties and right of entry more workable.
- NSW Industrial Relations has issued Long Service Leave guidance. This updates the interpretation and application of the *Long Service Leave Act 1955 (NSW)*.

We have also identified upcoming legislative reviews and key legislation dates that are likely to be of interest for our members.



Fair Work Commission major cases

The Australian Industry Group is involved in several new and ongoing significant proceedings in the Fair Work Commission (**FWC**) and there have been key decisions, including the following:

- **Contractual chain order — Urgent Proceedings Concerning Fuel Costs.** On 15 March 2026, the TWU wrote to the FWC requesting it urgently list a conference to deal with the uplift in fuel costs for Road Transport Businesses and Contract Drivers. The FWC decided to convene an urgent conference on 25 March 2026.
- **Annual wage review.** The upcoming Annual Wage Review 2026 has now been timetabled. We expect a key issue for determination will be whether the C13 rate in modern awards will be phased out.
- **Delegates rights.** On 17 December 2025, the Federal Court agreed that the model delegates rights clause made by the FWC was deficient in relation to the awards subject to the judicial review as they did not conform with the Fair Work Act. Consequently, on 23 January 2026, the FWC issued a decision, in which it determined the changes to made to the model clause which varied all modern awards retrospective effect from 1 July 2024.
- **Part-time proceedings.** On 19 December, the FWC issued a statement in which it confirmed the final list of questions for consideration in the review of part-time employment provisions in 11 modern awards. We recently made submissions in relation to the scope of the FWC's proposed surveys of employers and employees and appeared at a conference to discuss the same. Once the research program is completed, we anticipate the matter will be timetabled.
- **Working from home.** On 10-11 February 2026, we appeared at a two-day hearing in the FWC-initiated 'working from home' proceedings, The decision has been reserved.
- **Contractual chain order — Concrete Cartage.** On 18 December 2025, the Transport Workers' Union (**TWU**) filed an application for a road transport contractual chain order (**CCO**) with broad coverage in relation to cartage of concrete in vehicles configured to cart 5 or more cubic metres of concrete. These proceedings represent a significant test of the FWC's new powers to make CCOs and because of the significant impact that the orders could have on the economy and community. The Australian Industry Group has attended a directions hearing, filed a response outlining our strong opposition and recently attended a conference. We anticipate a statement will be released shortly as to next steps.
- **Model consultation term review.** On 12 March 2026, a Full Bench of the FWC issued a statement advising that it intends delaying re-examining the question of the appropriate trigger and scope of 'major changes' for consultation in the model consultation clause until 2027.

We also summarise progress on several other key ongoing FWC proceedings in the body of this report.

Other major developments and cases

Other major developments and cases which are significant include:

- A recent unfair dismissal decision in which the FWC found that the summary dismissal of an employee was unfair following the employee's positive roadside oral fluid test and made orders for compensation.
- A recent decision relating to a dispute about a NES request for a flexible working arrangement. In this decision the FWC declined to arbitrate an employee's request to convert a part-time hybrid role into a full remote arrangement to support her family's proposed interstate relocation for her partner's health and career prospects.



Enterprise bargaining

Recent decisions and reports provide insights into bargaining trends and the impact of recent changes to the Fair Work Act, including the following:

- On 23 December 2025, the Department of Employment and Workplace Relations published its Trends in Federal Enterprise Bargaining Report: September quarter 2025. The Average Annualised Wage Increase (**AAWI**) for federal agreements approved in the September 2025 quarter was 3.8%. Union agreements had a combined AAWI of 3.9%, compared to 3.1% for non-union agreements over that same period.
- On 18 February 2026, the Australian Bureau of Statistics released the wage price index for the December 2025 quarter. It indicated an increase in private sector wages of 0.8% from the September 2025 quarter.
- A decision of the FWC has clarified the application of the ‘*genuinely agreed*’ requirement in circumstances where the voting cohort comprises only casual employees, despite the agreement extending to permanent employees.
- A decision of the FWC found that an employer breached the good faith bargaining requirements under s 228 of the Fair Work Act by offering employee inducements to vote against continuing enterprise bargaining and by subsequently purporting to withdraw from negotiations.
- A decision of the FWC made under section 191A, in which amendments were specified by the FWC for three agreements on the basis they did not otherwise pass the BOOT and in circumstances where ALDI refused to give undertakings.
- A decision of the FWC, and subsequent refusal of a stay application pending an appeal, made in relation to the FWC’s proposed exercise of its section 191 discretion to amend the agreement to increase the rate of pay for service leaders in accordance with the amendment proposed by the United Workers’ Union.
- A Federal Court decision made on 19 December 2025 in response to an application for judicial review which found that the FWC acted beyond power when making the RLHA orders, including by failing to have reference to the identified cohort the labour hire employer was supplying. The FWC had incorrectly had reference to the agreement’s full coverage. In a subsequent decision on 24 December, the FWC proposed a new order which specified the regulated employees covered by the order in certain terms and which had been accepted by the parties.
- An application was made by BHP’s coal mining and in-house labour hire entities seeking special leave to appeal to the High Court from the Full Federal Court decision made on 19 December 2025. The Full Federal Court decision rejected BHP’s application for judicial review of the decision of a Full Bench of the FWC relating to RLHA orders covering employees of OS MCAP Pty Ltd and OS ACPM Pty Ltd (forming part of the BHP group of companies) engaged to work at three coal mines operated by BM Alliance Coal operations Pty Ltd in the Bowen Basin: the Goonyella Riverside Mine, Peak Downs Mine and Sarahi Mine.
- Subsequent to making an intractable bargaining declaration, a Full Bench of the FWC issued a decision in which it proposed to make an intractable bargaining workplace determination and determined key conditions. The parties were required to confer and provide a draft determination by 18 December, after which the final determination would be made.

We also provide updates on other key matters in the report, including the CEPU’s supported bargaining application in relation to eight South Australian group training organisations and the McDonald’s judicial review in the Federal Court of Australia regarding a FWC Full Bench’s decision to grant a supported bargaining authorisation.



Regulator and court activity

The most recent regulator activity likely to be of significant interest to members includes the following:

- The Fair Work Ombudsman (**FWO**) and Australian Tax Office (**ATO**) have issued a joint media release, confirming that they are targeting sham contracting, including in the building and construction and road transport industries.
- The FWC indicating that it will implement a series of procedural reforms and foreshadowed potential legislative change in response to a substantial increase in unfair dismissal and general protections application linked to the use of generative artificial intelligence by litigants.
- The Federal Court of Australia advising on 17 December 2025, that it will adopt the National General Protections List permanently.

Government consultation and reports

The Australian Industry Group has deep and extensive connections with governments in all jurisdictions and engages in policy debates, including through contacts, by submissions, providing evidence at hearings and answering questions on notice.

Most recently, we have made:

- A [submission](#) in the Department of Employment and Workplace Relations consultation on the development of the Secure Australian Jobs Code. We have strongly urged the Government to not proceed with the proposed Code but have nonetheless provided a detailed response to the consultation paper seeking to constructively identify measures to reduce adverse or unfair consequences of the operation of any proposed Code. The proposed Code must maintain the overarching imperative for procurement, which is to deliver value for money for the Government and Australian taxpayers.
- A [submission](#) to NSW Procurement in response to its consultation on the Local Jobs First Bill 2025, Local Jobs First Regulation 2025 and the proposed Supplier Debarment Scheme amendments to the *Public Works and Procurement Act 1912*. We in-principle support the objective provided that the reforms maintain value-for money, contestability and proportionality for suppliers and do not duplicate existing compliance frameworks. We do not support the supplier debarment scheme or the imposition on due diligence obligations on head contractors in relation to their supply chains.
- Various other submissions referred to above, including on the adequacy and operation of the NES, the Closing Loopholes and the Green's right to work from home bill.

Artificial intelligence

Unions are continuing to press governments to make workplace relations-specific legislation. We continue to provide input through our participation in the Government's Artificial Intelligence and Workplace Relations Working Group.

Most recently, key developments relating to artificial intelligence and the workplace include the following:

- The passing of the NSW Work Health and Safety Amendment (Digital Work Systems) Bill 2026, which creates two specific duties in relation to 'digital work systems' and a specific right of entry. SafeWork NSW will develop guidelines on the right of entry, and we will be providing input into that process.
- A decision of the Administrative Appeals Tribunal which reviewed and partially overturned the Privacy Commissioner's determination that Bunnings had in its use of facial recognition technology in its retail stores contravened certain obligations under the Australian Privacy Principles (**APP**) in the *Privacy Act 1988* (Cth).



The AAT found that a permitted general situation existed that permitted the use of facial recognition technology, including to deal with the potential risks of the safety and security of customers and staff.

- An ACTU announcement and [letter sent to the Australian Industry Group](#) providing notice that it would be coordinating a response if the ACTU become aware of employers failing to meet their obligations to consult when introducing AI and before its implementation, including on how to avoid job losses and in retraining their workforces.
- A report issued by the Human Technology Institute of the University of Technology, Sydney which makes various recommendations in relation to the identified expansion of technology-enabled monitoring of workers' homes, bodies and emotions, particularly in circumstances of blurred work/home boundaries.
- The transparency requirement for an APP privacy policy of an APP entity to include information about the entity's use of personal information in automated decisions under the Privacy Act commences on 10 December 2026.

Diversity and inclusion

Key developments affecting diversity and inclusion in the workplace include the following:

- The Workplace Gender Equality Agency's (**WGEA**) publications of the results for the 2024-25 gender pay gaps report which indicated a reduction in the size of employer gender pay gaps, with 50% of employers having an average total remuneration gender pay gap smaller than 11.2%.
- An indigenous bargaining framework has been developed by the UTS Centre for Indigenous People and Work (**CIPW**) and others aimed at embedding anti-racism and cultural recognition clauses into enterprise agreements. The CIPW has also released the Gari Yala 2 Report which finds that racism is prevalent in the workplace for First Nations people.
- The Joint Standing Committee on Aboriginal and Torres Islander Affairs has adopted an inquiry into racism, hate and violence directed at Aboriginal and Torres Strait Islander People on 4 March 2024.
- Several recent cases involving inappropriate workplace behaviours, including sexual harassment and racist comments.

Modern slavery

- The Australian Anti-Slavery Commissioner issued a position paper on Australia's modern slavery laws setting out his recommendations to introduce mandatory due diligence obligations and a mechanism for the Commissioner to issue high risk declarations through amendments to the *Modern Slavery Act 2018* (Cth).



Part 1: Legislative developments

Inquiry into the National Employment Standards

Submission

On 13 March 2026, the Australian Industry Group made a [submission](#) to the House of Representatives Standing Committee [Inquiry](#) into the operation and adequacy of the National Employment Standards (NES) under the *Fair Work Act 2009 (Cth)* (**Fair Work Act**).

The submission identifies 35 opportunities for technical change and other improvements to the NES. Australian Industry Group does not however support the dramatic expansion of NES entitlements, or any expansion to the types of workers who should receive entitlements under the NES. The submission instead proposes sensible and modest changes that align with the need to have a stable and cohesive NES platform for both employers and employees.

The Committee has to date scheduled a single hour of hearings on 26 March at 9-10am for Department of Workplace Relations and the FWO to give evidence.

Related request for the action on impractical NES requirements regarding payments in lieu of notice

Annexed to this submission is a [letter from Mr Innes Willox](#), Chief Executive of Australian Industry Group, sent late last year to the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations. The correspondence raises a key concern (also addressed in the Australian Industry Group [submission](#)) in relation to payments on termination of employment under the Fair Work Act.

Currently, there is significant concern over the impracticality, for various reasons, of section 117 of the Fair Work Act, which prohibits an employer from terminating an employee's employment until they have either been provided with a period of notice as contemplated under the Fair Work Act or received payments in lieu of notice. This is inconsistent with modern payroll arrangements which facilitate such payments being at a later point by an electronic funds transfer, in contrast to historical practices of providing a final termination payment in cash on the last day of work.

Through this correspondence, the Australian Industry Group has proposed removing the prohibition under section 117(2) on terminating an employee's employment until certain payments are made and to instead replace it with clear and comprehensive requirements to pay both the amounts specified in section 117(2)(b) and any NES entitlements that arise on termination within an alternate appropriate timeframe.

Members wishing to discuss either of the above matters are encouraged to contact the Australian Industry Group workplace relations policy team at WRConsultation@australianindustrygroup.com.au

A copy of Australian Industry Group's letter to the Minister proosing changes to notice of termination provisions in the NES is available in this report [here](#).

To return to the Executive Summary, go [here](#).

Review of the Closing Loopholes Amendments

On 15 December 2025, the Government commenced a Review of the Closing Loopholes amendments to the *Fair Work Act 2009* passed in late 2023 and early 2024.



Key changes in this major package of amendments impacted casual employment, labour hire, independent contracting, compliance and enforcement (including ‘wage theft’), union right of entry and the rights of workplace delegates and introduced the right to disconnect. There were also changes to the interaction between single enterprise and multi-enterprise agreement making, the taking of protected industrial action, and intractable bargaining workplace determinations.

Submission

On 8 March 2025, the Australian Industry Group made a submission to this inquiry which is available [here](#).

In the [submission](#), the Australian Industry Group seeks a comprehensive reassessment of the *Fair Work Legislation Amendment (Closing Loopholes) Acts 2023 and 2024*, on the basis that the reforms were rushed, overly complex, and misdirected. Australian Industry Group contends that the amendments did not address Australia’s core workplace relations challenges, including productivity, sustainable wage growth, and business confidence, and instead introduced significant uncertainty, compliance risk and regulatory burden for employers.

Australian Industry Group’s primary position is that several key elements of the Closing Loopholes package should be repealed or fundamentally reworked. This includes calls to reverse the new casual employment definition, repeal the regulated labour hire arrangement order regime, unwind changes to the definition of employment and sham contracting defences, repeal the criminal wage theft offence, and remove or significantly amend expanded union and right of entry provisions. Where repeal is not adopted, Australian Industry Group urges tighter statutory limits, clearer tests, and stronger safeguards to reduce uncertainty, unfairness and unintended consequences.

Australian Industry Group also made submissions as to the need to restore clarity, proportionality and coherence to the Fair Work Act, particularly by aligning the law with established High Court authority and long-standing industrial principles. Australian Industry Group seeks improved monitoring, delayed or further review of newly commenced regimes, and greater reliance on enterprise-level bargaining rather than arbitrated outcomes.

The Australian Industry Group will have further opportunities to provide input, including directly to the Committee and in respect of the draft report. The final report must be delivered to the Minister on or before 15 June 2026.

Australian Industry Group will keep members informed and welcome any feedback, which can be sent to WRConsultation@australianindustrygroup.com.au.

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Payday superannuation

Invitation to a briefing on payday superannuation — 22 April 2026

AFRA members are invited to an Australian Industry Group / AustralianSuper online webinar “**Payday superannuation — preparing your business for the changes**”, covering the latest developments, updated guidance and support available for your businesses in the lead up to payday super starting from 1 July.

What we'll cover:

- A recap of employers’ new superannuation obligations from 1 July 2026 — what you need to know and what you need to do
- The latest developments, further legislative changes and new resources for employers
- Alternatives to the ATO Small Business Superannuation Clearing House which closes permanently on 1 July 2026
- Key questions employers should be asking payroll providers
- Practical steps employers should be taking to ensure they are prepared for payday superannuation rules coming to effect from 1 July 2026



Who should attend:

- This latest webinar is for proprietors and managers, and anyone responsible for payroll, superannuation or HR compliance in AFRA member businesses.

Details

- Wednesday, 22 April 2026 (Live online via Zoom)
- 11.00am to 12.00pm (AEDT Sydney / Melbourne time - Please check your local time zone)

Registration

- Interested AFRA members should please register for the session here ([Register Online](#))

Second tranche of payday superannuation amendments

On 26 November 2025, the Government introduced a second payday superannuation amendment bill, the [Treasury Laws Amendment \(Supporting Choice in Superannuation and Other Measures\) Bill 2025](#).

The second tranche of amendment legislation proposes to introduce a framework around when and how superannuation fund products can be advertised to employees during the onboarding process.

Amongst other matters, the Bill proposes that:

- onboarding software platforms that advertise superannuation products must display employees' stapled funds if available
- only the stapled fund, employer's default fund, and MySuper products that passed the latest performance test can be promoted
- MySuper products may be advertised during onboarding only if they pass the Annual Superannuation Performance Test, and the advertiser is not related to the offering fund
- advertisers must request and provide employees' stapled fund details when available, and all advertisements require clear, unambiguous disclosures.

The Bill was referred by the Senate to the Senate Economics Legislation Committee for inquiry and, in its [report](#) back on 4 March, the Committee recommended that the Bill be passed. The Committee noted the concerns raised by several digital service providers that there were administrative and technical barriers to facilitating the changes through their services and that the ATO is working with those providers to resolve this.

The Bill passed the Senate on 23 March 2026 and awaits Royal Assent. These changes will be outlined in the 22 April 2026 webinar.

Payday superannuation: Regulations published

The Government published the Treasury Laws Amendment (Payday Superannuation) Regulations 2026 (Cth), which support the *Treasury Laws Amendment (Payday Superannuation) Act 2025 (Cth)* by introducing mechanisms to reduce administrative penalties and streamline superannuation guarantee contribution processing.

The Regulations provide the detail that supports elements of payday super, including:

- confirming kinds of payments that do not attract super;
- the consequences of an employer voluntarily disclosing any missed payments, such that there may be tiered reductions of the administrative uplift amount that will be payable depending on how much time has passed since the qualifying earnings day;
- prescribing exceptional circumstances that enable the Commissioner of Taxation to extend contribution deadlines for affected employers (e.g., natural disasters, and widespread outages of information and communication technology services or platforms that facilitate employer contributions) — until the later



of 20 business days after the qualifying earnings day or 20 business days after the Commissioner's determination; and

- providing the reduced 3 business days' timeframe for superannuation funds to approve or reject contributions.

To return to the Executive Summary, go [here](#).

Government proposes technical amendments for concessional contributions cap 2026/27

On 24 February 2026, the Government issued a [media release](#) confirming that it will introduce technical amendments to ensure individuals do not exceed their concessional contributions cap in 2026/27 from their superannuation guarantee contributions as a result of the transition from the quarterly superannuation guarantee system to the new Payday Super system.

Update - Labour hire licensing

The South Australian Parliament has passed amendments broadening that state's labour hire licensing scheme to apply to labour hire providers **in all industries**, commencing on **29 January 2026**.

The Victorian Parliament passed amendments that made various changes, including to the "*fit and proper person test*", and the definition of "*labour hire services*" that commence on proclamation or **1 October 2026**, whichever is sooner.

To return to the Executive Summary, go [here](#).

Greens' bill giving a legal right to WFH up to 2 days a week is referred to an inquiry

On 20 August 2025, the Greens [announced](#) their new policy, that would provide a right to work from home and the Greens subsequently introduced the [Fair Work Amendment \(Right to Work from Home\) Bill 2025](#) in the Senate on 5 November 2025. This proposal seeks to make significant changes to the NES right to request flexible working arrangements, including but not limited to, requests to work from home for up to two days per week.

On 27 November 2025, the Senate referred this Bill to the Education and Employment Legislation Committee for inquiry and report by **26 March 2026**.

On 12 February 2026, the Australian Industry Group made a [submission](#) to the inquiry, in which we urged the Committee to recommend against its passage. Employees are already accessing flexible work, employers are engaging with requests, and disputes are being resolved through the FWC where necessary.

In particular, our submission highlights that:

- Working from home is already widely used under existing laws, through voluntary agreement, enterprise agreements, and the existing NES request framework.
- A recent independent review of the Secure Jobs, Better Pay amendments recommended no further changes to the NES right to request flexible work.
- The Bill would undermine cooperative and productive workplace relations by shifting away from negotiated, workplace-level solutions.
- Creating a special and narrowly defined refusal test for some WFH requests would increase complexity, uncertainty, and disputation, while significantly limiting employers' ability to manage operations, productivity, and competing employee needs.



- The proposed changes risk cutting across a major FWC case currently examining working from home provisions in modern awards.

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Victorian Government commits to introducing legislation to implement a WFH right in July 2026

In a [media release on 4 March 2026](#), Premier Jacinta Allan announced that:

- Legislation would be introduced to the Victorian Parliament in July 2026, that would seek to amend the *Equal Opportunity Act 2010*
- The amendments would commence 1 September 2026
- There will be delayed commencement for employers with fewer than 15 employees until 1 July 2027
- The right will be supported by dispute resolution and enforcement pathway, with disputes going to the Victorian Equal Opportunity and Human Rights commission for Conciliation and, if conciliation is unsuccessful, the dispute will be heard by the Victorian Civil and Administrative Tribunal.

No further details have been published. The Australian Industry Group will continue to engage with the Victorian Government, including to achieve sensible amendments if this Bill should proceed despite our opposition.

Any member feedback can be sent to WRConsultation@australianindustrygroup.com.au.

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NSW announces public holiday for Anzac Day 2026 and 2027

The NSW Government made an order to declare additional public holidays on 27 April 2026 and 26 April 2027 for the whole of the State as Anzac Day falls on a weekend in 2026 and 2027.

This order has commenced. See: [Public Holidays Amendment \(Anzac Day\) Order 2026](#).

The 25th of April in 2026 and 2027 will still also be recognised as public holidays.

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NSW Industrial Relations issues Long Service Leave Guidance

NSW Industrial Relations has launched an updated Long Service Leave (**LSL**) guidance.

From 1 March 2026, the guidance is in effect and is designed to support clearer and more consistent application of the *Long Service Leave Act 1955 (Act)*.

The Act itself has not changed. However, as the regulator, NSW Industrial Relations has updated its guidance on how certain provisions of the Act should be interpreted and applied.

The guidance can be found [here](#).

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Upcoming legislative reviews

We set out below details of upcoming legislative reviews, in respect of which the Australian Industry Group will be dedicating significant resources.

Legislation	Key changes	Start date
Anti-Discrimination and Human Rights Legislation Amendment (Respect at Work) Act 2022	Positive duty to eliminate unlawful sexual harassment and discrimination.	Sometime between 12 December 2025 — 2026.

Member feedback may be sent to WRConsultation@australianindustrygroup.com.au.

To return to the Executive Summary, go [here](#).

Key legislative dates for the diary

Legislation/Decision	Jurisdiction	Key changes	Start date
Restricting Non-Disclosure Agreements (Sexual Harassment at Work) Bill 2025	Victoria	Limits use of non-disclosure agreements in relation to workplace sexual harassment.	1 November 2026, or proclamation (if earlier).
Labour Hire Legislation Amendment (Licensing) Bill 2025	Victoria	Amends Labour Hire Licensing Act 2018 (Vic) and Workforce Inspectorate Victoria Act 2020 (Vic).	1 October 2026, or proclamation (if earlier)
Wage Theft Amendment Act 2025 — Part 3	Victoria	Conferring functions to receive and refer complaints relating to Victorian Government construction sites to the bodies that can assist.	2 April 2026 or proclamation (if earlier)
Work Health and Safety Amendment (Digital Work Systems) Bill 2026	NSW	Duties re 'digital work systems' and related right of entry.	See below.
Industrial Relations Amendment (Transport Sector Gig Workers and Others) Act 2025	NSW	Extends the application of Chapter 6 of the <i>Industrial Relations 1996</i> (NSW) to certain transport sector gig worker contracts thus enabling the Industrial Relations Commission of NSW (NSWIRC) to regulate these contracts with enforceable decisions.	10 October 2026
Privacy and Other Legislation Amendment Bill 2024 (Cth)	Commonwealth	Commencement of amendments to the <i>Privacy Act 1988</i> (Cth) relating to the requirement that APP entities provide additional information in relation to the use of automated decision-making in an entity's privacy policy — see below.	10 December 2026



Part 2: FWC major proceedings

TWU seeks FWC assistance on urgent cost recovery for fuel prices

On 15 March 2026, the TWU and a road transport industry employer association (ARTIO) [wrote](#) to the FWC requesting it to urgently list a conference to urgently deal with its various applications that it has filed in 2024 and 2025 for minimum standards orders and contractual chain orders, including in the retail and concrete cartage sectors (amongst others).

According to the TWU and ARTIO, the purpose of the conference was to seek the FWC’s assistance to “address extreme increases to the price of fuel costs that have the very real prospect of halting road transport supply chains with dire consequences for the Australian community”. The parties did not identify precisely the outcome they were pursuing through the FWC but in public commentary indicated that they are seeking the whole industry share the burden of increasing fuel costs, including industry clients and gig companies.

The TWU and ARTIO also requested that the FWC require a list of approximately 90 organisations to attend the conference. These included major road transport businesses, supply chain participants and a range of associations.

The FWC subsequently [listed](#) the various applications for mention and/or directions before Vice President Gibian on 18 March 2026.

The Australian Industry Group filed [correspondence](#) in reply to the TWU with the FWC and expressing doubts over the utility of such a conference, for reasons including that the FWC is not permitted to make any contractual chain order or minimum standards order without having released a draft at least 6 months earlier. Consequently, the FWC cannot take any immediate action at least in respect of the orders the subject of these applications. We also opposed parties being *required* by the FWC to participate in any conference.

The FWC’s Vice President Gibian has subsequently issued a [statement](#) acknowledging doubts about the utility of the conference but has listed the matter for an urgent initial conference on Wednesday 25 March 2026. The TWU has also been directed to file a document addressing the type of operators and sectors they believe should be involved, the issues that should be subject of discussion and any options those parties believe are available to address the impact of the recent increases in fuel prices on road transport operators and workers by 23 March 2026. The Vice President has declined to direct any parties to participate.

The Australian Industry Group will continue to play a major role in the proceedings.

We separately understand that some associations are pressing the Government to amend the Fair Work Act to permit the FWC to take immediate action in respect of fuel costs.

To return to the Executive Summary, go [here](#).

Annual Wage Review 2026

The FWC has published the timetable for the Annual Wage Review 2026:

Date	Event
27 March 2026	Closing date for lodging initial submissions
1 May 2026	Closing date for lodging reply submissions and any submissions relating to date or research published after 27 March 2026



Date	Event
15 May 2026	Closing date for lodging post-Budget and/or supplementary submissions relating to data or research published after 24 April 2026
20 May 2026	Consultations hearing in Sydney

The Australian Industry Group is devoting significant resources to this proceeding. We anticipate that a key issue for determination will be whether the C13 rate in modern awards will be phased out as a rate that is paid on an ongoing basis. The FWC indicated in the decision for the Annual Wage Review 2025 that it intends to give specific consideration to the issue this year, as a means of affording low paid award covered employees a real wage increase.

It is anticipated that minimum wage rates and allowances in modern awards will increase from 1 July 2026, as set out in the 2026 Annual Wage Review decision (expected to be issued in early June).

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Full Bench varies delegates rights' term in modern awards

Background

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* amended the Fair Work Act to provide for certain rights for workplace delegates. Additionally, it amended the Fair Work Act to require that a modern award must include a delegates' rights term for workplace delegates covered by the award.

In 2024, the FWC commenced proceedings for the purposes of developing the Model Clause. The FWC received submissions from a large number of interested parties and conducted proceedings to hear from them. The Australian Industry Group played a leading role in the case. The Australian Industry Group argued that the FWC should adopt a balanced and cautious approach to the development of the clause, and that it should not impose undue costs or cause undue disruption to employers. The Australian Industry Group strongly opposed various proposals and claims advanced by unions.

Ultimately, on 28 June 2024, the FWC published the final form of the Model Clause, which took effect in all awards from 1 July 2024.

Judicial review application

The clause was subsequently the subject of judicial review by the Federal Court of Australia (**Court**), as a result of applications made to it by three unions.

The unions argued that the Model Clause does not conform with the relevant provisions of the Fair Work Act. The Australian Industry Group appeared in the proceedings and made submissions in opposition to the unions' claims.

On 17 December 2025, the Court agreed that the Model Clause was deficient in various respects, in the sense that it did not conform with the Fair Work Act. The Full Court quashed the orders issued by the FWC in respect of the awards that were the subject of judicial review and issued writs requiring the FWC to exercise its function under the Fair Work Act according to law.



Variation of model clause with retrospective effect

On 23 December 2025, a Full Bench of the FWC issued a [statement](#) and direction setting out its provisional views in response to the Court's decision. In effect, it proposed to vary all modern awards to deal with the deficiencies identified by the Court, with retrospective effect from 1 July 2024.

The Australian Industry Group filed a [submission](#) regarding the provisional views on 16 January 2026.

Subsequently, on 23 January 2026, the FWC issued a [decision](#), in which it determined the changes to be made to the Model Clause. The Model Clause as varied is set out at Attachment 3 to the FWC's decision.

To return to the Executive Summary, go [here](#).

FWC review of part-time provisions in various modern awards

On 24 July 2025, the FWC published a [statement](#) confirming it is commencing a new matter on its own initiative, to review provisions regulating part-time employment in 11 modern awards. This was foreshadowed in the Final Report of the Modern Awards Review 2023—24.

These proceedings concern several awards, including the following:

- *Clerks — Private Sector Award 2020*;
- *Fast Food Industry Award 2020*;
- *General Retail Industry Award 2020*;
- *Manufacturing and Associated Industries and Occupations Award 2020*;
- *Building and Construction General On-Site Award 2020*;
- SCHADS Award; and
- CS Award.

The Review will give rise to major issues of significance concerning the manner in awards define and regulate part-time employment. On 19 December 2025, the FWC issued a [statement](#) in which it confirmed the final list of questions for consideration in this review:

- (1) Should a standard model for part-time employment (in place of the variety of provisions which currently exist) be established?
- (2) How should part-time employment be defined in modern awards?
- (3) How should part-time employment be distinguished from and interact with casual employment?
- (4) How should part-time employees and their employers establish their agreed hours? How should these agreed hours be capable of variation?
- (5) Should part-time employment provisions have prescribed daily and/or weekly minimum or maximum hours of work and, if so, what should those minima or maxima be?
- (6) Under what circumstances should part-time employees be able to or be required to work additional hours? In what circumstances should overtime penalties be payable? How will additional hours be authorised and recorded? In what circumstances should part-time employees be able to accrue time off in lieu of overtime (TOIL)?
- (7) What provisions concerning rostering and meal breaks should apply to part-time employees?



The FWC is proposing to undertake various forms of research for the purposes of the proceedings. This includes engaging a third party to conduct surveys of employers and employees. The Australian Industry Group recently made a [submission](#) in relation to the proposed scope of these surveys and appeared at a conference before the FWC to discuss the same.

It is anticipated that once the research program has been completed, the matter will be timetabled.

If you have any questions or concerns about the matter, we encourage you to contact a member of the Australian Industry Group's workplace policy team WRConsultation@australianindustrygroup.com.au.

To return to the Executive Summary, go [here](#).

Update on working from home proceedings

The Australian Industry Group has previously updated members on the FWC's own-motion proceedings which are aimed at developing a 'working from home term' to be inserted into the Clerks Award. The FWC has identified that this clause may serve as a template for inclusion in other awards.

Australian Industry Group appeared at two-day hearing **10-11 February 2026**. The FWC's decision has been reserved.

If you have any questions or concerns about the matter, we encourage you to contact a member of the Australian Industry Group's workplace policy team WRConsultation@australianindustrygroup.com.au.

To return to the Executive Summary, go [here](#).

A new TWU application for a contractual chain order — concrete cartage

On 18 December 2025, the Transport Workers' Union (**TWU**) filed an application seeking a road transport contractual chain order (**CCO**) with broad coverage in relation to cartage of concrete in vehicles configured to cart 5 or more cubic metres of concrete.

The TWU asked the FWC to deal with the application on an urgent basis.

The Australian Industry Group has a significant interest in the application. Australian Industry Group membership includes the following categories of business that would, or may, fall within the road transport contractual chain for concrete cartage described in the application:

- entities that engage regulated road transport contractors and/or employee drivers to transport pre-mixed wet concrete for on-site pouring;
- building and construction industry contractors (in respect of commercial, residential and civil sectors of the industry);
- clients of building and construction contractors;
- manufacturers and distributors of pre-cast concrete products; and
- purchasers of precast concrete products (noting the coverage of the application includes, but is not limited to, vehicles fitted with a concrete agitator).

More broadly, the Australian Industry Group has an interest in all of these proceedings because they will represent a significant test of the FWC's new powers to make CCOs and because of the significant impact that the orders could have on the economy and community.

The Australian Industry Group attended a directions hearing on 30 December 2025. DP Slevin issued a Statement and directions on 8 January requesting that relevant parties (as identified by the TWU) provide a written response to the application prior to a further conference that was conducted in February 2026.



The Australian Industry Group and certain other organisations (represented by us) filed a [response](#) on 29 January 2026 outlining strong opposition to the application and arguing that the President should seek submissions as to how the matter should be prioritised relative to other applications in this jurisdiction currently being considered. We attended a conference on 5 February 2026 and anticipate a Statement will be released shortly by the FWC as to next steps in the proceedings.

To return to the Executive Summary, go [here](#).

Re-examination of model consultation term for enterprise agreements to be delayed until 2027

Previous reports have provided information about proceedings dealing with the development of new model dispute, consultation and flexibility clauses for enterprise agreements.

By way of summary, on 20 February 2025, a Full Bench of the FWC determined the content of new model terms for enterprise agreements with respect to individual flexibility arrangements, consultation, and dealing with disputes. Pleasingly, the FWC rejected the most problematic aspects of the ACTU and union about which we had expressed concern and opposition. This included the ACTU's propositions in relation to the consultation term that:

- the existing requirement to consult when a 'definite decision' is made to introduce major change should be changed to a requirement to consult whenever there is a 'proposal' to introduce major change; and
- the reference in the existing model term to consultation to "production, program, organisation, structure or technology" should be removed as it limits the obligation to consult to only certain types of major changes that are likely to have significant effects on employee.

Despite this, the Full Bench nonetheless advised that it intended conducting separate proceedings to further consider these two issues in 2025.

On 12 March 2026, a Full Bench issued a [Statement](#) regarding the further proceedings and advised that:

[5] The Full Bench has considered the timeframe in which it intends to reexamine the question of the appropriate trigger and scope of 'major changes' for consultation in the model consultation clause. The Commission is presently dealing with a number of major cases, including with respect to a review of the rates of pay for professional classifications, a review of part-time provisions, consideration of variations to awards related to working from home arrangements, an application to remove junior rates from some awards and applications for minimum standards orders for certain regulated workers.

[6] In light of the Commission's other workload and priorities, the Full Bench now intends to revisit this issue in 2027. If any interested party seeks that the Commission consider that question at an earlier time, they may raise the issue by application to the chambers of Vice President Gibian.

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Part 3: Other major developments and cases

Dismissal for marijuana use found to be unfair

The FWC recently found that the summary dismissal of a truck driver following a positive roadside oral fluid test was unfair and ordered compensation of \$31,304 plus superannuation.

The employee was subjected to a police roadside drug test while driving for work and received a 24-hour prohibition notice. He informed the employer that he had consumed cannabis several days earlier.

Notwithstanding that confirmatory test results were not available, the employer moved quickly towards termination, advertising for a replacement driver on the same day the employee was notified of the intended dismissal and subsequently summarily dismissing him for an alleged breach of its drug and alcohol policy.

The FWC found that the employer lacked a valid reason for dismissal.

Commissioner Clarke emphasised that a positive oral fluid test, in the absence of confirmatory results, does not establish impairment. There was no evidence that the employee was impaired at work or that he was “under the influence” of drugs, which was the relevant operative standard under the employer’s policy.

The FWC accepted that cannabis consumption occurred more than 24 hours before the employee commenced his shift and that minor inconsistencies in his account were plausibly explained by stress at the time of questioning.

See: [Mr Brayden Dale-Mc Cormick v SLEEPEEZEE BEDDING AUSTRALIA PTY. LTD. \[2026\] FWC 347](#).

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NES right to request flexible working arrangements

The FWC has declined to arbitrate a flexible work dispute where an employee sought to convert a part-time hybrid role into a fully remote arrangement to support a proposed interstate relocation.

While acknowledging the employee’s reasons as understandable, the FWC found the statutory threshold under s 65 of the Fair Work Act was not met.

The employee, a UNSW staff member and parent of a child under school age, relied on s 65(1A)(a) to request full-time remote work as a flexible working arrangement. At the time of the request, she was working three days per week with one day on-site, an arrangement the FWC found already adequately accommodated her childcare needs. The request was framed as necessary to enable her family to move to Queensland to support her partner’s health and career prospects.

Commissioner McKinnon held that the right to request a flexible working arrangement under the Fair Work Act requires a causal connection between the request and the relevant protected circumstance.

In this case, the connection between the employee’s parental responsibilities and the request was described as “tenuous”. The employee’s parenting role was based in Sydney, was already supported by existing flexibility, and the proposed relocation was voluntary and contingent on future, uncertain arrangements.

The FWC emphasised that a request cannot be made “because of” circumstances that do not yet exist.

See: [Kellie Fitzpatrick v University of New South Wales \[2026\] FWC 677](#)

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Part 4: Enterprise bargaining

Trends in enterprise bargaining

On 24 March 2025, the Department of Employment and Workplace Relations published its [Trends in Federal Enterprise Bargaining Report: December quarter 2025](#).

The Average Annualised Wage Increase (AAWI) for federal agreements approved in the December quarter 2025 was 3.7%. This compares with 3.9% in the September quarter 2025, 4.8% in the December quarter 2024, and the five-year average of 3.5%.

Agreements approved in the December quarter 2025 that formally covered unions had a combined AAWI of 3.8%, compared with 3.9% in the September quarter 2025 and 4.8% in the December quarter 2024.

Non-union agreements had a combined AAWI of 3.3%, compared with 3.1% in the September quarter 2025 and 3.5% in the December quarter 2024.

The industries with the highest AAWIs were Construction (5.0%), Retail (4.3%) and Rental, Hiring and Real Estate Services (3.2%).

For convenience we have replicated below the table summarising the most recent AAWI changes for approved agreements in the key sectors most relevant to AFRA members.

Industry sector or type of agreement	AAWI% for agreements approved in the December 2025 quarter	Change from June 2025 quarter
All sectors	3.7%	Down 0.4% (from 4.2%)
Private sector	3.8%	Down 0.4% (from 4.4%)
Single enterprise		
Transport, postal, warehousing	3.8%	Unchanged
Manufacturing	3.7%	Down 0.1% (from 3.8%)
Construction	5.0%	Down 0.8% (from 5.8%)
Clerical (Admin, Support Services)	4.2%	Up 0.5% (from 3.7%)
Multi enterprise	3.8%	Up 0.1% (from 3.7%)

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Wage price index — December 2025

On 18 February 2026, the Australian Bureau of Statistics released the [wage price index](#) for the December quarter.

In the December quarter 2025, seasonally adjusted, wages rose 0.8%, the same as September quarter 2025, but wage growth was higher than December quarter 2024 (+0.7%).

Wage growth was 3.4% for the year to the December quarter 2025, up from both September quarter 2025 (+3.3%) and December quarter 2024 (+3.2%).



A higher proportion of jobs recorded a wage change over the December quarter 2025 compared to the same period in 2024 (21% compared to 16%), however, the size of average hourly wage change was lower (+3.5% compared to +3.6%).

Private sector wages rose 0.8%. Annually, private sector wages rose 3.4%, up from both September quarter 2025 and December quarter 2024 (+3.3%).

Wages in the public sector rose 0.8% over the quarter. Through the year growth was 4.0%, higher than both September quarter 2025 (+3.9%) and December quarter 2024 (+2.8%).

In original terms, the largest industry contributor to quarterly wages growth was Health care and social assistance (+1.1%).

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Bargaining

Genuine agreement - casual worker cohort was sufficiently representative and had sufficient interest

A FWC Full Bench has overturned a decision refusing approval of the IAS Enterprise Agreement 2024, providing important clarification on the application of the “genuinely agreed” requirements where the voting cohort comprises only casual employees, despite the agreement extending to permanent employees.

At first instance, Commissioner Lim declined the approval on the basis that the all-casual voting cohort was not sufficiently representative and lacked sufficient interest, particularly given the agreement was not a simple rollover and included provisions relevant to permanent employees.

The employer, Innovative Asset Solutions Pty Ltd, appealed.

The Full Bench found an appealable error, concluding that the Commissioner failed to properly consider relevant evidence, including sample resumes and broader workforce information demonstrating that the casual employees possessed extensive skills, qualifications and experience across six of the eight classifications covered by the agreement. Proper consideration of this evidence would likely have led to a different outcome.

Critically, the Full Bench rejected a rigid “ground zero” approach advanced by the AWU, under which an employer would need employees in most or all classifications and locations before making an agreement.

The Full Bench warned that such an interpretation would undermine the statutory objects of flexibility and enterprise-level bargaining, particularly for labour-hire and contracting businesses that expand or contract in response to tendering outcomes.

See: [Appeal by Innovative Asset Solutions Pty Ltd t/a IAS re IAS Enterprise Agreement 2024 \[2025\] FWCFB 250](#)

To return to the Executive Summary, go [here](#).

Good faith — breached by offering inducements to employees

The FWC has ordered Baxter Health Care Pty Ltd to return to bargaining with the United Workers Union (UWU) for a proposed first enterprise agreement covering non-managerial operational employees at its Brisbane manufacturing facility.

The Commission found that Baxter breached the good faith bargaining requirements under section 228 of the Fair Work Act by offering employees inducements to vote against continuing enterprise bargaining and by subsequently purporting to withdraw from negotiations.

Baxter had agreed to bargain following a UWU application for a majority support determination and issued a notice of employee representational rights. However, bargaining stalled when Baxter declined to provide detailed pay and classification information sought by the UWU to prepare its log of claims.



In response to a UWU application for good faith bargaining orders, Baxter then initiated a unilateral employee vote on whether bargaining should continue, indicating that a “no” vote would result in alternative benefits. This process occurred without consultation with the UWU.

Commissioner McKinnon found that Baxter’s conduct constituted multiple breaches of the good faith bargaining obligations, including seeking to induce employees to vote against collective bargaining and failing to involve the union. The Commissioner emphasised that, having agreed to bargain, Baxter was required to continue bargaining in good faith unless and until an agreement was reached or the FWC ordered bargaining to cease. The employee vote was also found to be an unreliable indicator of employee sentiment, given the limited participation.

See: [United Workers’ Union \[2025\] FWC 3753](#)

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Better Off Overall Test (BOOT)

First decision regarding the FWC power to unilaterally amend proposed agreements

Section 191A of the Fair Work Act empowers the FWC to amend an enterprise agreement if it is concerned that the agreement does not otherwise meet the BOOT. In exercising this power, the FWC must seek the views of the employer, award covered employees and bargaining representatives for the agreement and only make changes that are necessary to address the BOOT concern. Importantly, the FWC’s power to amend the agreement is not dependent upon the employer’s consent.

In our recent [December 2025 Significant Workplace Relations Issues Report](#), we advised members about a potential exercise of this power in relation to three proposed ALDI enterprise agreements.

On 2 January 2026, the FWC issued its decision in relation to those three agreements: [Aldi Foods Pty Limited As General Partner Of Aldi Stores \(A Limited Partnership\) Trading AS Aldi Stores \[2026\] FWC 2](#).

In that decision, DP Slevin exercised the FWC’s power under section 191A to amend each of the three agreements to address his concern that Hourly Rate part-time employees will not be better off overall under the Agreements compared to the *Storage Services and Wholesale Award 2020* due to the unpredictable nature of their hours of work. According to DP Slevin, the hours are unpredictable due to the requirement that they be available to work on any day of the week, and the employees not knowing the time they are required to be at work before commencing a shift. The amendment provides that ALDI agree in writing with each of its Hourly Rate part-time employees on a regular pattern of work by specifying, at least, the hours worked each day, which days of the week the employee will work, and the actual starting and finishing time on each day.

In seeking the views of the parties, DP Slevin rejected ALDI’s submissions that it was jurisdictionally prevented from making an amendment of a ‘*fundamental nature*’ or in a way that would give rise to operational difficulties. Also included in the amendments is a requirement that agreements with employees must be finalised within 8 weeks of the agreements commencing.

The decision has been appealed by Aldi.

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Refusal to stay a unilateral amendment despite employees’ proposed alternative amendment

On 18 February 2026 in correspondence, Deputy President Millhouse advised Thrive and the UWU that she proposed to exercise the discretion in s 191A of the Fair Work Act and specify an amendment to an enterprise agreement that had been submitted by the UWU for the FWC’s approval under s 185 and which increased pay by 1 cent per hour above the corresponding rate in the level 6 Award classification for service leaders.



The decision was made following a Full Bench decision which determined that the agreement did not pass the BOOT in respect of employees in the service leader classification. The Full Bench quashed Deputy President Millhouse's earlier approval of the agreement and remitted the s 185 application to the Deputy President for redetermination (see *United Workers' Union v Thrive Group Tasmania Inc* [\[2026\] FWCFB 7](#))

Thrive sought an order to stay the Deputy President's Millhouse's decision pending the determination of its appeal against it.

The Deputy President refused the stay, finding that Thrive had not demonstrated an arguable case with reasonable prospects of success, that permission to appeal should be granted or that the appeal. Further, the consultation process would be straightforward and not burdensome and delaying resolution would be contrary to the balance of convenience.

In response to the three grounds of appeal advanced by Thrive, Deputy President found as follows:

- The power under s 191A is available regardless of whether:
 - an employer opposes its use;
 - an employer proposes an alternative amendment that would otherwise mean the UWU's proposed amendment was no longer necessary to address the BOOT concern; and
 - as stated by the Deputy President: "... s 191A does not require that the proposed amendment be the unique solution to the relevant BOOT concern. It requires that the Commission be satisfied that 'an amendment specified by the FWC is necessary' to address the concern (s 191A(2)). What amendment is to be specified is a matter within the Commission's discretion, provided that the amendment addresses the concern."
- The contention that an enterprise agreement is said not to correctly describe the duties of a classification is not a reason to compel a conclusion that it must be amended under s 191A. Section 191A relates only to a concern that an agreement does not pass the BOOT and other provisions, such as s 218A, are concerned with correcting errors in agreements.
- Section 191 prescribes a process through which the FWC must seek an employer's views on a proposed amendment. However, it does not require the FWC to conduct a hearing or receive evidence and the question of whether it is necessary to do this to afford an employer natural justice would depend on the circumstances and whether the FWC determines it is desirable to do so.

See: *Thrive Group Tasmania Inc v United Workers' Union* [\[2026\] FWC 577](#).

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Regulated labour hire arrangement orders

The Full Court of the Federal Court of Australia (**FCAFC**) delivered two significant decisions on 19 December 2025 concerning regulated labour hire arrangement orders (**RLHAOs**) made by the FWC under section 306E of the Fair Work Act. Summaries of the two decisions are set out below.

Skilled Workforce Solutions (NSW) Pty Ltd v Mining and Energy Union [2025] FCAFC 195

On 19 December 2025, in response applications for judicial review, the Full Federal Court set aside two regulated labour hire arrangement (**RLHA**) orders made by the FWC under Part 2-7A of the Fair Work Act, concerning labour hire arrangements at the Mt Arthur and Bengalla coal mines: [Skilled Workforce Solutions \(NSW\) Pty Ltd v Mining and Energy Union](#) [2025] FCAFC 195.



The key findings were as follows:

- The FWC acted beyond power when making the RLHA orders.
- The FWC must identify, on the evidence, the specific employees or cohort of employees the labour hire employer is supplying or will supply to the host (s 306E(1)(a)).
- The assessment of whether a host enterprise agreement applies (s 306E(1)(b)) must be undertaken by reference to that identified cohort and the work they perform, not by reference to the agreement’s full coverage. For example:
 - In relation to the Mt Arthur mine, the FWC was required to be satisfied that there were employees who were being supplied, or who would be supplied, by Skilled to perform work for Mt Arthur. If the evidence established that Skilled was supplying employees to perform work beyond that of being haul truck operators, it was that overall class, group or cohort of employees who were to be the “regulated employees” for the purpose of the section. However, the FWC did not confine the RLHA order to these regulated employees.
 - In relation to the Bengalla mine, the Full Bench of the FWC was satisfied that Skilled was in fact supplying employees to perform production work associated with the mining and extraction of coal and its transport to the Coal Handling and Preparation Plant. However, the Full Bench similarly failed to confine the RLHA order to these regulated employees.
- “Regulated employees” must reflect a direct alignment between evidence, work performed, and enterprise agreement coverage.
- The Full Federal Court found that the FWC erred by making RLHA orders that extended to all employees who would be covered by the host enterprise agreement, including classifications not supported by evidence that Skilled would in fact be supplying employees within those additional classifications.
- Both RLHA orders were quashed and remitted for re-determination according to law.

In a subsequent decision published on 24 December, a Full Bench of the FWC confirmed in respect of the Bengalla RLHAO, that it had proposed a new order in which the regulated employees covered by the order would be specified in certain terms and that this proposed new order had been accepted by the parties: [Re Application by the Mining and Energy Union re Bengalla Mining Company Pty Ltd \[2025\] FWCFB 295](#). The new order was made in the same terms as that made in the first instance decision, except that the regulated employees covered by the order would be specified in paragraph A.3 in the following terms:

A.3.2 The regulated employees covered by the order are employees of Skilled Workforce Solutions (NSW) Pty Ltd who perform production work associated with the mining and extraction of coal and its transport to the Coal Handling and Preparation Plant (including wash technicians) (the regulated employees).

BHP Coal Pty Ltd v Mining and Energy Union [2025] FCAFC 194

On 19 December 2025, the Full Federal Court set aside RLHAOs made by the FWCFB covering employees of OS MCAP Pty Ltd and OS ACPM Pty Ltd (forming part of the BHP group of companies) engaged to work at three coal mines operated by BM Alliance Coal operations Pty Ltd in the Bowen Basin: the Goonyella Riverside Mine, Peak Downs Mine and Sarahi Mine: [BHP Coal Pty Ltd v Mining and Energy Union \[2025\] FCAFC 194](#).

The key issue in this judicial review application was whether the employees’ work constituted the provision of a service (thus excluded from RLHAOs) or simply the supply of labour under section 306E(1A).

The Full Federal Court confirmed that section 306W intends to exclude RLHAOs where contractors provide services beyond mere labour supply. The Court emphasised that determining whether the work is “something more” than labour supply is not governed by a precise test but requires a contextual assessment.

The FWC Full Bench did not err in its approach, considering the broader offerings of the labour hire employers (such as mine planning and supervision), but found these were limited and did not amount to the provision of a distinct service. To read more detail about the decision of the Full Bench, see the [September 2025 Significant Workplace Relations Issues Report](#).



The FCAFC dismissed the application for judicial review, upholding the FWC's orders.

BPH Coal Pty Ltd has sought special leave to appeal to the High Court of Australia: [HP Coal Pty Ltd \(ACN 010 595 721\) & Ors v. Mining and Energy Union, B8/2026](#). The matter will be heard by a Full Court on 9 April.

Intractable bargaining decisions

Declaration

Negotiations for a new enterprise agreement commenced in September 2023 to apply to Endeavour Energy Network Management Pty Ltd t/as Endeavour Energy (**Endeavour**) and its employees and which was to replace the 2021 agreement. Despite approximately 69 bargaining meetings, two protected ballot orders, three section 240 conferences and significant industrial action, no agreement was reached and an intractable bargaining declaration was issued.

See: [Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and Others \[2024\] FWC 3063](#).

Determination

On 11 December 2025, a Full Bench of the FWC proposed to make an intractable bargaining workplace determination in accordance with the draft workplace determination jointly provided to the FWC which meets the relevant requirements of Part 2-5 of the Fair Work Act.

In its decision, the Full Bench found that the Joint Unions acted unreasonably by failing to participate in the section 240 proceedings following the first conference. It also found that Endeavour acted unreasonably by unilaterally pausing bargaining meetings on 1 July 2024.

While the Full Bench had regard to these matters in deciding the terms of the Determination, they did not change the outcome in relation to any of the matters which were determined. This is because if the Joint Unions had participated in the s.240 proceedings following the first conference, given the entrenched positions of the parties in relation to wage increases, it would have been highly unlikely that this would have resulted in agreement being reached in relation to key matters. Further, Endeavour rectified its actions in pausing bargaining by agreeing to recommence bargaining a short time later.

A high-level summary of the key conditions the Full Bench determined are set out below:

- **Nominal Expiry:** The agreement will expire on 30 June 2028. This strikes the right balance between providing incentives to bargain and the securing of benefits under the Determination.
- **Consultation Clause:** The model consultation term (section 273(5) Fair Work Act) was inserted, as no agreed term was reached. The “no less favourable” requirement was not triggered.
- **Wages:** The determination provides wage increases of 6.8% (from first full pay period on or after 1 July 2024), 4.0% (1 July 2025), 3.5% (1 July 2026), and 3.25% (1 July 2027). Backpay to 1 January 2024 was not awarded. Retrospective payment for July 2024 and July 2025 increases will apply upon determination.
- **Superannuation:** The determination increases superannuation by 0.5% from 1 July 2026, maintaining a 5% margin above statutory minimums.
- **Other Conditions:** Existing overtime and supervisor entitlements were largely retained, noting ongoing proceedings regarding the overtime clause. Compromise positions were adopted regarding hazardous weather provisions. The Joint Unions' proposal for labour hire parity was accepted. Proposals for contractor pay and condition parity, as well as some new allowances, were rejected.

The Full Bench directed Endeavour and the Joint Unions to confer and provide a draft determination reflecting the decision by 18 December, after which the final Determination would be made.



See: [Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia \[2025\] FWCFB 285](#).

Multi-enterprise agreements

Supported bargaining authorisation made in retail sector — South Australian McDonald’s judicial review application

Previous reports have provided details in relation to the progression on several supported bargaining authorisation applications to cover McDonald’s and its franchisees in all states and territories in which the SDA has members. These matters are ongoing.

McDonald’s made an application for judicial review to the Federal Court of Australia in relation to the 30 June decision of a Full Bench which granted a supported bargaining authorisation in relation to 18 franchisees in SA. This judicial review application was heard on 19 March 2026 and the decision is reserved. Australian Industry Group Legal is acting for McDonalds.

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Bid for supported bargaining authorisation was unsuccessful

On 27 February 2026, Deputy President Millhouse determined an application by the ASU under s.242 of the Fair Work Act for a supported bargaining authorisation to cover horticulture/open space employees of Citywide Service Solutions Pty Ltd and Green Life Group Pty Ltd in Victoria.

The ASU relied on employee petitions and argued that workers providing “*gardening and horticultural services*” for local government formed a relevant sector under s.243, with high award reliance and low pay based on the *Gardening and Landscaping Services Award* and FWC research on low-paid garden labourers. It contended the two employers share the following common interests:

- similar services
- equipment and skills
- overlapping geography
- competition for local government contracts.

Citywide and Green Life opposed the application.

Citywide, a larger multi-service entity owned by the City of Melbourne, highlighted its wider operations, bundled services model and significantly above-award rates under the *Local Government Industry Award*, also well above the *Gardening Award*. Green Life, a smaller Adelaide-based gardening and landscaping provider operating mainly in outer-metropolitan Melbourne under the *Gardening Award*, pays at or marginally above award and is heavily reliant on four long-term local government contracts.

The FWC accepted substantial employee support and that bargaining would be manageable but was not satisfied that low rates of pay prevail in the identified sub-sector, or that the employers have clearly identifiable common interests beyond limited service and client overlap. It also found no evidence that these employees “require support” to bargain.

Balancing all s.243(1)(b) factors, the FWC held it was not appropriate to grant the authorisation and dismissed the application.

See: *Australian Municipal, Administrative, Clerical and Services Union* [\[2026\] FWC 660](#)

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Part 5: Regulator and court activity

Fair Work Ombudsman and Australian Taxation Office focusing on sham contracting

On 13 March, the FWO and ATO issued a [joint media release](#) announcing their focus on sham contracting and failures to pay employees entitlements such as superannuation, leave, and workers' compensation.

According to the media release, the intensification of enforcement activities is the result of “*community insights and intelligence revealing concerning patterns of behaviour across several industries.*”

The FWO in particular also confirmed it already has active investigations into potentially unlawful sham contracting in sectors such as building and construction, and road transport.

Fair Work Act

What is sham contracting?

Under the Fair Work Act, an employer (or potential employer) must **not** represent to a person that their employment contract is an independent contracting arrangement if they are working as an employee (**sham contracting**).

Employers are also prohibited from:

- knowingly making a false statement to persuade or influence an employee to become a contractor to do the same work (or mostly the same work); or
- dismissing (or threatening to dismiss an employee) so that the employer can then engage the employee as a contractor to do the same work (or mostly the same work).

The maximum penalty for a body corporate employer if they breach any of these provisions is 1,500 penalty units or \$495,000. This is higher than ‘normal’ because these are ‘selected civil remedy provisions’.

If the sham contracting contravention consequently results in an underpayment (e.g. the failure to pay an award entitlement), that contravention will expose the employer to an additional civil remedy in respect of which a court (on application) may order the greater of the maximum penalty amount or three times the underpayment amount (i.e. the different between the required amount and the amount actually paid to the employee by the employer).

If a body corporate employer contravenes an award, the maximum penalty is 1,500 penalty units (currently \$495,000) or, if it is a serious contravention, 15,000 penalty units (currently \$4,950,000). Again, this is a contravention of a ‘selected civil remedy provision’.

Is there a defence if an employer gets it wrong?

An employer will be liable for the sham contracting representation unless it can prove that at the time of the representation it **reasonably believed** the contract was an independent contracting arrangement.

When a court assesses ‘*reasonable belief*’ for the purposes of the sham contracting prohibitions, it must have regard to the size and nature of the employer's enterprise when determining if the employer has taken appropriate steps to understand how they are engaging an individual before entering the contract.

A court also has the discretion to consider other relevant factors when considering what would have been the appropriate steps to be taken. This may include but is not limited to the following factors:



- the employer's skill and experience;
- the industry in which the employer operates;
- how long the employer has been operating;
- the presence or absence of dedicated human resource management specialists or expertise in the employer's enterprise; and
- importantly, **whether the employer sought legal or other professional advice about the proper classification of the individual**, including any advice from an industrial association (such as the Australian Industry Group) and, if so, **acted in accordance with that advice**.

Even if an employer is able to successfully rely on this defence, it may still be found to be liable for other civil contraventions. In circumstances where a court determines a 'contractor' is an 'employee' — even in the absence of sham contracting, the employer may still be liable to a very significant civil penalty (as set out above) and be required to backpay unpaid accrued entitlements.

Additionally, depending on the circumstances, the FWO may also potentially investigate the conduct as a suspected criminal underpayment offence if the FWO suspects the consequent failure to pay employee entitlements was deliberate. If the FWO is satisfied there is enough evidence and it is in the public interest, the FWO may then refer the matter to the Commonwealth Director of Public Prosecutions or the Australian Federal Police for prosecution — with the risk of significant fines and terms of imprisonment up to 10 years.

Increased risk of 'sham contracting' under the Fair Work Act with new meanings of 'employee' and 'employer'

Members may recall that previously the Fair Work Act did not define "employee" or "employer".

Previously, a court was generally only able to have regard to what was agreed in a comprehensive written contract as to the nature of that relationship - in accordance with the common law principles set down by the High Court of Australia. In other words, if the terms of the contract evidenced a contractor arrangement, the court was required to take that at face value and look no further.

However, since 27 February 2024, the meaning of 'employee' and 'employer' under the Fair Work Act is now defined under the Fair Work Act. Importantly, the court must now additionally ascertain the *'real substance, practical reality and true nature of the relationship'* between the parties. This means the court must consider the surrounding circumstances as to how work is performed in practice as well as the contractual terms.

This changed approach to the interpretation of an employment versus contractor relationship creates significant uncertainty for employers, including in circumstances where the way the relationship operates change over time.

It is important to note that the new statutory meaning of 'employee' or 'employer' only applies to the Fair Work Act. It does not apply to other federal legislation (e.g., taxation or superannuation) or to excluded state-based entitlements such as long service leave and workers' compensation which continue to be governed by the common law contract-centric approach. Notably, however, under that legislation a 'contractor' at a common law may in some circumstances be deemed to be an 'employee' for the purposes of the particular legislation.

What do you need to do?

Australian Industry Group recommends employers seek legal or other professional advice about the proper classification of a worker as either a contractor or employee.

For further information or assistance members can contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77. Alternatively, please email workplaceadvice@australianindustrygroup.com.au

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FWO and FWC — Member advocacy

Through Australian Industry Group's appointment as a peak employer organisation to the [Fair Work Ombudsman Advisory Group and to priority area reference groups](#), we provide input to the FWO that either does not find its way into the public comment process or is well-developed via targeted consultation prior to public comment.

The FWO consults and collaborates with the Advisory Group on important workplace relations issues, including in accordance with the [Terms of Reference](#). The members include the Australian Industry Group, the ACTU, ACCI, BCA and COSBA.

The FWO works with its priority reference groups in relation to industry-based issues and to seek input on the FWO's advice, education resources and activities, as well FWO initiatives to promote workplace compliance.

The key reference groups that we have been appointed to include:

- Large Corporates
- Small Business
- Construction
- Disability Services
- Fast Food, Restaurants and Cafes
- Sexual Harassment.

We also engage with the FWC through our appointments to groups dealing with issues related enterprise bargaining and registered organisations and to the 'Rules & Bench Books Committee'.

If members have a particular concern relating to the approach or practices of FWO or the FWC, please contact the Australian Industry Group workplace relations policy team on WRConsultation@aigroup.com.au as this will inform our advocacy on behalf of members and we may be able to assist you in resolving your concern.

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Federal Court to adopt National General Protections List permanently

On 17 December 2025, the Federal Court of Australia advised that it is adopting the National General Protections List permanently.

The list was commenced as a pilot programme to allow initial case management of general protections proceedings to be undertaken by FCA Registrars, with the general aim of promoting consistency and efficiency in the court's management of these matters.

The Federal Court advised that since 30 September 2025, 125 proceedings were case managed with the following key outcomes:

- 70% referred to mediation, with a 62.5% settlement rate
- 44% were finalised without the need for judicial allocation
- 17.6% have been docketed to a judge following initial case management
- 10.4% have been transferred to the FCFCOA (Division 2).

The Court is in the process of updating the National General Protections List Practice Note to reflect the permanent adoption of the List. See: [Notice to the Profession](#)



Part 6: Other government consultation and engagement

Secure Australian Jobs Code

On 19 December 2025, the Department of Employment and Workplace Relations commenced consultation on the development of the Secure Australian Jobs Code.

The code is expected to utilise Government procurement to incentivise organisations to adopt certain employment practices. It has been proposed that the Code could apply in the context of high-value Commonwealth contracts with a proposed value of \$20 million and certain Commonwealth grants, but the scope of its application has not yet been settled.

The introduction of a Secure Australian Jobs Code was an [election commitment](#) made by the ALP prior to the 2022 federal election and reaffirmed by the Government in the [Jobs and Skills Summit](#) held in September 2022. More recently, the Government confirmed the Code would be implemented as a key element in its [Buy Australian Plan](#).

The Australian Industry Group made a [submission](#) in which we strongly urged the Government to not proceed with the proposed Code.

Such a Code is an unjustifiable measure given Australia's comprehensive workplace relations system and would inevitably negatively affect business productivity and innovation, create additional budgetary strain, and ultimately harm both taxpayers and the broader community.

Recent high-profile controversies in the construction sector provide a vivid demonstration of the risk of blending government procurement practices with workplace relations objectives.

Queensland's experience with the now terminated Best Practice Industrial Conditions procurement policy (**BPIC**) demonstrates that embedding 'best practice' industrial conditions in procurement risks sowing the seeds for dramatic and inappropriate increases in costs, reduced productivity and competition, and abuse by unions.

Similarly, industry experience of the Secure Local Jobs Code in the ACT and Fair Jobs Code in Victoria, are that they are not only unjustifiable, but they have also resulted in a significant regulatory and compliance burden as well as increased costs. The proposed Code must not replicate these approaches.

We are deeply concerned that an inappropriately framed Code could be recipe for the development of analogous problems on a national scale.

Although we strongly urge refraining from embedding such a Code within the Commonwealth Procurement Rules or legislative framework, we have nonetheless provided a detailed response to the consultation paper seeking to constructively identify measures to reduce adverse or unfair consequences of the operation of any proposed Code.

Above all, the proposed Code must maintain the overarching imperative for procurement, **which is to deliver value for money for the Government and Australian taxpayers.**

If any member has feedback or comments in relation to this consultation, please contact the Australian Industry Group workplace relations policy team on WRConsultation@australianindustrygroup.com.au.

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NSW Local Jobs Code submission

On 20 February 2026, the Australian Industry Group made a [submission](#) to NSW Procurement in response to its consultation on the Local Jobs First Bill 2025, Local Jobs First Regulation 2025 and the proposed Supplier Debarment Scheme amendments to the *Public Works and Procurement Act 1912* (NSW).



The Australian Industry Group supports in-principle NSW Procurement's objective of using its procurement settings to support local industry and local jobs, provided reforms maintain value-for-money, contestability and proportionality for suppliers and do not duplicate existing compliance frameworks.

The Australian Industry Group does not however support the creation of a supplier debarment scheme or the imposition of due diligence obligations on head contractors in relation to their supply chains.

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Part 7: Artificial Intelligence

New South Wales Government AI Bill passes

Previous reports have advised members of the introduction of the Work Health and Safety Amendment (Digital Work Systems) Bill 2025 (NSW).

On 12 February, the final Work Health and Safety Amendment (Digital Work Systems) Bill 2026 was passed by NSW Parliament, with amendments in the legislative assembly and legislative council. On 18 February, the Bill was given Royal Assent.

Notwithstanding the Australian Industry Group's opposition to these amendments, primarily on the basis that they are a significant departure from the harmonised model WHS laws, we engaged with the NSW Government along with other industry organisations to secure some modest but sensible amendments to make the proposed duties more workable.

Members can read the Australian Industry Group [submission](#) made in October 2025 when this stand-alone Bill was introduced and accompanying [media release](#). On 5 February 2026, Australian Industry Group also issued a [joint media release](#) with other business associations.

Given the significant nature of the bill an explanation of all new provisions, including amendments, are outlined below.

Definition of a digital work system

A digital work system is defined as meaning “an algorithm, artificial intelligence, automation or online platform”.

Amendments to PCBU duties

The bill amends and inserts new specific duties in the WHS Act relating to digital work systems. Whilst these duties are specific it is the view of the Australian Industry Group that they only serve to clarify duties that already exist under the primary duty of care (Section 19).

Members should continue to do all that is reasonably practicable to manage all health and safety risks in their workplaces.

Amendment to the primary duty of care (Section 19)

Section 19 of the WHS Act currently establishes the primary duty of care (in line with the model WHS laws), by stating:

- 1) *A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of—*
 - a) *workers engaged, or caused to be engaged by the person, and*
 - b) *workers whose activities in carrying out work are influenced or directed by the person, while the workers are at work in the business or undertaking.*
- 2) *A person conducting a business or undertaking must ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out as part of the conduct of the business or undertaking.*

Subsection (3) then provides a non-exhaustive list of things that an employer must ensure, in order to meet the overarching obligation. The bill inserts a new section 19(3)(c1) which states the employer must ensure “the health and safety of workers is not put at risk from the use of digital work systems by the business or undertaking”.



New Section 21A - Duties of persons conducting a business or undertakings involving digital work systems

A new section 21A will relate specifically to the allocation of work by digital work systems.

- 1) *A person conducting a business or undertaking must ensure, so far as is reasonably practicable, that the health and safety of a worker is not put at risk from the allocation of work by a digital work system used by the business or undertaking.*
- 2) *A person conducting a business or undertaking must consider whether the allocation of work by or using a digital work system creates or results in any of the following risks —*
 - a) *excessive or unreasonable workloads for workers at work in the business or undertaking,*
 - b) *the use of excessive or unreasonable metrics to assess and track the performance of workers at work in the business or undertaking,*
 - c) *excessive or unreasonable monitoring or surveillance of workers at work in the business or undertaking,*
 - d) *unlawful discriminatory practices or decision-making in the conduct of the business or undertaking.*

New provisions related to union right of entry

The bill inserts new provisions relating to the rights of entry permit holders to access and inspect digital work systems that are relevant to a suspected contravention.

Section 118 of the WHS Act outlines the rights of entry permit holders when they enter the workplace to inquire into a suspected contravention, which includes requiring the relevant person for the PCBU to allow a WHS entry permit holder to inspect, and make copies of, any document that is directly relevant to the suspected contravention.

The new provision 118(1)(a1) specifically states that an entry permit holder can:

“require the relevant person conducting a business or undertaking to provide the WHS entry permit holder with reasonable assistance to access and inspect a digital work system relevant to the suspected contravention”.

Entry permit holders seeking to inspect a digital work system will need to provide the PCBU with at least 48 hours’ notice and will be subject to guidelines to be published by SafeWork NSW. A new Section 118(2A) stipulates:

- 2A) *The WHS entry permit holder’s power under subsection (1)(a1) to require a relevant person conducting a business or undertaking to provide the WHS entry permit holder with reasonable assistance —*
 - a) *may be exercised only if the WHS permit entry holder has, during business hours, given the relevant person notice of the proposed entry at least 48 hours, and not more than 14 days, before the entry, and*
 - b) *is subject to guidelines made by the regulator under section 118A.*

Further, a new section 118(A) establishes that guidelines must be developed by SafeWork NSW that outline what the “the power of WHS entry permit holders to require PCBUs to provide reasonable assistance”. In establishing the guidelines, the regulator must conduct public consultation and consider any feedback prior to issuing them. The Australian Industry Group expects to be involved in the development of the guidelines to ensure they adequately address industry concerns.

Other provisions

Two separate review provisions have been included in the bill.



New section 276D requires the Minister to review the relevant provisions if they are satisfied the model WHS laws developed by Safe Work Australia have been amended to deal with the same subject matter and provide an equal or higher standard of health and safety.

Further a new Section 276E will require the Minister to review the provisions to determine if the policy objectives remain valid, appropriate for achieving the objectives and have not resulted in any adverse outcomes. The review must commence as soon as practicable after 12 months from commencement.

Commencement

The majority of the provisions will commence on a day to be appointed by proclamation; we will inform members once these dates are known, noting that the bill outlines the day(s) appointed by proclamation cannot be earlier than one month after the guidelines for entry permit holders are published.

The provisions relating to union right of entry and the establishment of guidelines relating to right of entry will commence on assent. This is to facilitate SafeWork NSW to begin work on the guidelines. A subsequent schedule will also commence on assent that allows for the phased implementation of the union right of entry provisions. The effect of this is that despite the commencement of the right of entry provisions, an entry permit holder will only be able to exercise that power once the guidelines have been published by SafeWork NSW.

What happens next?

The Australian Industry Group has indicated to the NSW Government that we expect to be involved in consultation on the development of the union right of entry guidelines developed by SafeWork NSW.

If you would like to contribute information to assist us in making sure the guidelines are practical and avoid unintended consequences, please contact [Leigh Thredgold](#), Australian Industry Group's Principal Adviser on National WHS Policy.

Assistance for members

Members seeking assistance to satisfy WHS consultation requirements, including in relation to digital work systems can contact Australian Industry Group's [WHS Consulting team](#) for practical, tailored support. This includes establishing effective consultation arrangements by ensuring members meet legislative obligations and building meaningful engagement with workers, whether it is through traditional methods or modern digital platforms. Australian Industry Group WHS consultants can review current practices, develop consultation frameworks, support the implementation of digital WHS systems, and provide guidance on communicating change and capturing worker input.

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Facial recognition technology — decision against Bunnings overturned

From November 2018 to November 2021, Bunnings used facial recognition technology in 62 of its retail stores in New South Wales and Victoria.

The purpose of the facial recognition system was to identify repeat offenders who Bunnings considered posed a risk to its operations, either through a potential risk to the safety and security of customers and staff, or in relation to its stock and facilities.

On 1 July 2022, the Australian Privacy Commissioner initiated an investigation under section 40(2) of the *Privacy Act 1988* (Cth) in relation to Bunnings use of that technology. On 29 October 2024, the Commissioner issued her determination finding that Bunnings had collected the personal information and sensitive information of individuals entering Bunnings stores using and, in doing so, had interfered with the privacy of individuals by



breaching its obligations under Australian Privacy Principle (APP) 1.2, APP 1.3, APP 3.3 and APP 5.1 through the implementation and use of the system. See [Re Bunnings Group Ltd \[2024\] AComr 230](#).

On application by Bunnings, the Administrative Review Tribunal (ART) has reviewed and partially overturned the Privacy Commissioner’s determination.

While the Commissioner originally found Bunnings in breach of multiple APPs, the ART set aside the finding that Bunnings had unlawfully collected sensitive information in contravention of APP 3.3. The Tribunal accepted that a “permitted general situation” existed, allowing Bunnings to collect sensitive information without individual consent. In doing so it also found Bunnings’ belief in the necessity of FRT to address repeat offending was reasonable, that the technology was suitable and effective, alternatives were inadequate for Bunnings’ unique retail environment, and that proportionality was maintained through technological safeguards such as rapid deletion of data.

However, the ART upheld the Commissioner’s findings that Bunnings breached other obligations under the Privacy Act. Specifically, Bunnings failed to adequately notify individuals about the collection of their information (APP 5.1), did not implement reasonable compliance systems (APP 1.2), and lacked a clearly expressed and up-to-date privacy policy (APP 1.3).

In summary, while the collection of sensitive information via FRT was found lawful in this instance, Bunnings’ notification, compliance, and policy practices were found to be unlawful under the Privacy Act.

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ACTU announces key focus on AI consultation and retraining

On 27 February 2026, Unions wrote to business associations ([including the Australian Industry Group](#)) and issued a media release”:

- “artificial intelligence, automated decision-making systems and algorithmic management tools are being rapidly introduced across Australian workplaces, with the potential to significantly alter how work is performed, how workers are monitored and assessed, and the skills required to perform work”; and
- “employers who do not abide by their legal obligation to consult workers when a decision is made to introduce AI will face an ACTU-led coordinated response”.

ACTU assistant secretary Joseph Mitchell also said:

- “Employers have an obligation in law to meaningfully consult with workers and their representatives as soon as a decision is made to introduce AI and before its implementation.
- “Australia is not America. Australian workers have strong rights that require employers to immediately and transparently engage with their workforce and work out how they will avoid job losses and retrain their workforce.
- “Consultation is a clear requirement of Australian employers, and the ACTU will coordinate a response to any employer who does not abide by their legal obligation, placing themselves at risk of dispute proceedings and reputation damage.
- “Workers do not want to see mass sackings as a result of AI being brought in, workers have a right to a say in how technology is introduced into the workplace.”

If members have a particular concern managing the implementation of AI technology in the workplace, please contact the Australian Industry Group workplace relations policy team on WRConsultation@aigroup.com.au as this will inform our advocacy on behalf of members and we may be able to assist you in resolving your concern.

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UTS Report — Workplace Surveillance

In March 2026, the Human Technology Institute at the University of Technology, Sydney (**HTI**) published a Report: [Surveillance Creep: Technology-enabled worker surveillance](#).

The report observes that technology-enabled monitoring is expanding rapidly (often AI-enabled), and concludes this is increasing the risk that legitimate monitoring (e.g., WHS, compliance, cybersecurity, training) slides into unreasonable, overly intrusive surveillance. The report focuses in particular on new tools that observe not only work activity but also workers' homes, bodies and emotions, particularly in circumstances where remote work may blur work/home boundaries.

The HTI makes several recommendations for reform, including as follows:

- **A shift from “consent” to a “fair and reasonable” standard**

The HTI supports the Australian Government's stated commitment to add a “fair and reasonable” requirement to the *Privacy Act 1988*.

- **Clearer boundaries and nationally consistent rules**

The HTI calls for reform to clarify what employers can and cannot do and, ideally, a consistent and harmonised standard across Australia to improve regulatory certainty.

- **Proportionality and “least intrusive means” as the design rule**

The HTI expresses a view that employers need a legitimate purpose, must consider impacts on employee rights (especially privacy), and any limitation should be reasonable, necessary and proportionate and must consider less intrusive alternatives.

In 2024, the Government passed amendments to the Privacy Act that it described as the first tranche of changes.

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President of FWC indicates potential reforms to deal with the impact of Generative AI

In a recent presentation to the Victorian Bar Association, President of the FWC, Justice Adam Hatcher, outlined a series of procedural reforms and foreshadowed possible legislative change in response to a substantial increase in applications linked to the use of generative artificial intelligence (**AI**) by litigants.

The FWC has experienced a sharp escalation in workload, with annual lodgements increasing from just over 30,000 matters prior to 2023 to an expected 50,000—55,000 matters in 2025—26. This represents growth of more than 70 per cent in three years, with no indication the increase is stabilising. The rise is occurring primarily in traditional jurisdictions, particularly unfair dismissal and general protections matters, rather than as a result of recent expansions to the FWC's statutory functions.

The President identified increased reliance on AI tools by self-represented applicants as a key contributor to this growth. While AI can assist individuals to identify potential claims and prepare applications, it is also generating a higher volume of matters that appear legally plausible but lack reasonable prospects of success. This is placing pressure on the FWC's resources and has begun to affect performance against timeliness benchmarks.

In response, the FWC will shortly commence public consultation on a draft guidance note on the use of AI. The FWC also proposes to amend its forms to introduce mandatory disclosure of AI use and to update witness statement templates to reinforce existing obligations regarding false or misleading evidence under the Fair Work Act.

The FWC has already commenced changes to its case management approach, beginning with general protections dismissal applications under section 365. These changes include stricter requirements for articulating claims and jurisdictional objections, shorter conferences focused on settlement, and an increased



capacity to dismiss unmeritorious extension of time applications. A review of unfair dismissal case management arrangements is expected to follow.

Justice Hatcher also noted the potential need for legislative reform to procedural provisions of the Fair Work Act to improve efficiency, particularly in relation to section 365 and section 773 applications. He highlighted the ongoing workload implications arising from the decision in *Coles Supply Chain Pty Ltd v Milford* [2020] FCAFC 152, which requires the FWC to determine whether a dismissal has occurred before convening a conference.

These flagged developments indicate the FWC will take a more interventionist approach to manage claim volumes associated with AI-assisted applications. This is likely to include an increased scrutiny of applications at earlier stages, stronger disclosure requirements regarding AI use, and a continuing focus on procedural efficiency within the FWC.

See: [A disrupted future: Artificial and the Fair Work Commission intelligence](#).

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Transparency of automated decisions

The [Privacy and Other Legislation Amendment Act 2024](#) received Royal Assent on 10 December 2024. This amendment act made various changes to the *Privacy Act 1988* (Cth), including:

- The introduction of a compliance notice regime which allows the Information Commissioner to issue privacy compliance notices to Australian Privacy Principle (APP) entities if there is a reasonable belief that the entity has contravened certain APPs. Compliance notices will set out the actions an entity must take, or refrain from taking, to address the contravention and steps they must take to ensure the conduct is not repeated or continued. Failing to comply with a notice will attract a civil penalty;
- Introducing a statutory tort for serious invasions of privacy, which includes an intrusion into an individual's seclusion and/or a misuse of their information and in respect of which no proof of damage is required. Available remedies include awards of compensation up to \$487,550. Damages can be sought for non-economic loss such as for harm to dignity or embarrassment;
- A requirement to include information about automated decisions in a privacy policy, where a computer program uses an individual's personal information to make a decision reasonably expected to significantly affect the rights or interests of the individual, or to do something substantially and directly related to making that decision;
- Changes to overseas disclosure of personal information;
- A tiered penalty approach for civil penalties and infringement notices in relation to both serious interferences with privacy and interferences with privacy; and
- New enforcement powers for the Office of the Australian Information Commissioner (OAIC).

One change that has not yet commenced is the new transparency requirement for an **APP privacy policy** of an **APP entity** to include information about the entity's use of personal information in automated decisions. This requirement commences on **10 December 2026**.

If an APP entity fails to have the required information about using personal information in automated decisions in its privacy policy, it will be a contravention of the new civil penalty provision in subsection 13K(1).

At a high level, an APP entity includes an organisation that is not a small business operator. A small business operator has an annual turnover of \$3,000,000 or less for a financial year unless an exception applies (e.g. are contracted service providers for a Commonwealth contract).

The maximum penalty that may be imposed for a contravention is 200 penalty units. The OAIC may also issue an infringement notice or compliance notice. The employee record exemption will not exclude an APP entity from this requirement.



What circumstances trigger this requirement?

Three triggering circumstances	Guidance on meaning from Explanatory Memorandum
<p>the entity has arranged for a computer program to make, or do a thing that is substantially and directly related to making, a decision; AND</p>	<p>Arranged</p> <p>It is the entity responsible for <i>arranging</i> for the computer program that must satisfy this requirement — even though it may be operated by a third-party system or outsourced provider.</p> <p>Computer program</p> <p>Takes its ordinary meaning and encompasses a broad range of matters, including pre-programmed rule-based processes, artificial intelligence and machine learning processes to make a computer execute a task.</p> <p>Make or do a thing that is substantially and directly related</p> <p>Recognises that a computer program may be used to recommend a decision or guide a decision-maker.</p> <p>It must be a key factor in facilitating the decision and have a direct connection with making the decision.</p> <p>For example, if Microsoft excel is used to generate a score about an individual that was a key factor in a human decision-maker making a decision.</p> <p>Making a decision</p> <p>This includes refusing or failing to make a decision and refusing or failing to do a thing.</p>
<p>the decision could reasonably be expected to significantly affect the rights or interests of an individual; AND</p>	<p>This depends on the individual’s particular circumstances.</p> <p>For example, a decision’s effect on a person experiencing vulnerability may be considered significant compared to the effect on other individuals. The effect must be more than trivial.</p> <p>The kinds of decisions that may affects rights or interests include:</p> <ul style="list-style-type: none"> • a decision made under a provision of an Act or a legislative instrument to grant, or to refuse to grant, a benefit to the individual; • a decision that affects the individual’s rights under a contract, agreement or arrangement; • a decision that affects the individual’s access to a significant service or support — for example, where computer programs limit access to employment opportunities such as through an AI job application screening program



<p>personal information about the individual is used in the operation of the computer program to make the decision or do the thing that is substantially and directly related to making the decision.</p>	<p>See above.</p> <p>It applies to wholly and partially automated decisions, even if a human is involved in the actually making of the decision.</p> <p><i>Note: while not included in the tranche 1 changes, the Government has agreed in principle to change the definition of ‘personal information’ from “about” to “relates to”. This would significantly broaden the scope of personal information.</i></p>
--	---

What information must be included?

In these circumstances, the information that must be included in the policy includes:

- the kinds of such **decisions made solely** by the operation of such computer programs; and
- the kinds of such decisions where the operation of such computer programs is **substantially and directly related to making the decision**; and
- the kinds of **personal information used** in the operation of such computer programs.

Members can contact the Australian Industry Group corporate and commercial team for advice on privacy obligations and artificial intelligence by email at susan.reecejones@australianindustrygroup.com.au.

To return to the Executive Summary, go [here](#).

Artificial Intelligence and Workplace Relations Working Group

The Australian Industry Group is appointed to the Government’s Artificial Intelligence and Workplace Relations Working Group. AFRA members wishing to discuss this should reach out to Australian Industry Group’s Workplace Relations Policy Team on WRconsultation@australianindustrygroup.com.au

To return to the Executive Summary, go [here](#).



Part 8: Diversity and inclusion

Employer gender pay gaps improve

On 3 March 2026, the Workplace Gender Equality Agency (**WGEA**) published the results for the [2024-25 gender pay gaps report](#).

According to WGEA, the results indicate the following trends:

- The size of employer gender pay gaps has reduced, with 50% of employers having an average total remuneration gender pay gap smaller than 11.2% - which is a reduction of 0.9 percentage points from the gap reported in the 2023-24 report.
- More employers have a gender pay gap in the target range of +/- 5% (22.5%, up from 21.4% in 2023-24).
- There has been an increased number of women in high-paid roles (and increase of 1 percentage point), but men are still 1.8 times more likely than women to be in the upper quartile of earners on an average salary of \$221,000. By comparison, women are 1.4 times more likely than men to be in the lowest quartile of earners (down 1 percentage point) on an average salary of about \$60,000 per year.

Australian Industry Group's media release regarding the WGEA gender pay gaps is [here](#).

To return to the Executive Summary, go [here](#).

Inquiry into racism, hate and violence directed at Aboriginal and Torres Strait Islander people

The Joint Standing Committee on Aboriginal and Torres Strait Islander Affairs adopted an [inquiry into racism, hate and violence directed at Aboriginal and Torres Strait Islander People](#) on 4 March 2026, following a referral from the Minister for Indigenous Australians, Senator the Hon Malarndirri McCarthy.

The Joint Standing Committee on Aboriginal and Torres Strait Islander Affairs will inquire into racism, hate and violence directed at Aboriginal and Torres Strait Islander people, including:

1. The nature, prevalence and impact of racism, hate and violence towards First Nations people, including trends over time.
2. The effect of online platforms on the reach, prominence and harm caused by racism and hate directed at First Nations people.
3. Initiatives that are effective in combating racism targeted at First Nations people and reduce individual and collective harm.
4. The threat posed by ideologically motivated extremism towards First Nations people and the role of intelligence and law enforcement agencies in protecting the community from that threat.
5. The effectiveness of avenues for reporting and responding to racism against Aboriginal and Torres Strait Islander people, including the consistency, timeliness and appropriateness of outcomes across jurisdictions and institutions.
6. Other matters related to racism, hatred and violence directed at First Nations people.

Submissions must be made by 1 May 2026.

To return to the Executive Summary, go [here](#).



Centre for Indigenous People and Work releases Gari Yala 2 report which finds racism prevalence against First Nations

On 11 March 2026, the CIPW published the [Gari Yali 2 Report](#).

This research drew on the insights and experiences of 1,158 Aboriginal and/or Torres Strait Islander workers and compared the experiences shared in 2020 by 1,033 Indigenous workers in the first report.

In this report, only 40% of Indigenous employees reported that their workplaces were culturally safe.

Racism was common and persistent:

- 41% of workers felt ignored or not taken seriously by their boss sometimes, often or very often.
- 40% of workers hearing racial slurs sometimes, often or all the time.
- 53% of workers reported experiencing appearance racism — receiving comments about the way they look or ‘should’ look as an Aboriginal or Torres Strait Islander person.

Anti-racism action remains significantly low with most organisations being unprepared to prevent or respond to racism at work:

- Nearly two thirds of Indigenous employees (63%) say their workplace provides no antidiscrimination training that addresses racism towards Indigenous peoples.
- 69% said their workplace does not have a racism complaint procedure.
- Only 38% of Indigenous workers who experienced racism felt they had the support they needed when unfair treatment and/or racial slurs or jokes at work occurred.

64% of Aboriginal and/or Torres Strait Islander employees experience high levels of cultural load due to performing additional, uncompensated tasks such as educating colleagues, managing Reconciliation Action Plans and organising cultural events.

When comparing to the 2020 Gari Yali Report, there have been some small gains, but racism remains high. The report estimates that without further policy or legislative change, it could take another 118 years for Aboriginal and/or Torres Strait Islander workers to never hear racial slurs and jokes at work.

To return to the Executive Summary, go [here](#).

Bargaining framework to be developed to embed anti-racism and cultural recognition clauses in enterprise agreements

The UTS Centre for Indigenous People and Work (**CIPW**), the Australian Education Union and Maurice Blackburn Lawyers will develop what they describe as a “leading practice” Indigenous bargaining framework aimed at embedding anti-racism and cultural recognition clauses into enterprise agreements.

The framework is positioned as part of the AEU’s broader anti-racism campaign and is intended to shift these issues from discretionary employer policies into enforceable industrial instruments.

The framework will draw on a range of existing research and policy materials, including the Centre’s Gari Yala report, the AEU’s Making our Words and Actions Meet, the Race Discrimination Commissioner’s proposed National Anti-Racism Framework, and an analysis of industrial instruments covering Aboriginal and Torres Strait Islander education workers.



The collaboration also builds on earlier joint work between the AEU and the UTS Jumbunna Institute for Indigenous Education and Research identifying proposed enterprise agreement clauses to address racism and cultural safety in education settings.

In a joint media release made by the AEU, CIPW, and Maurice Blackburn, this initiative is described as being timely following the FWC Expert Panel's decision in April 2025 recognising gender-based undervaluation in several priority awards, including the Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award. According to the media release, the systematic undervaluation of First Nations women's work, including cultural knowledge and community responsibilities, provides a foundation for this further industrial reform.

To return to the Executive Summary, go [here](#).

Recent cases

Sex discrimination, adverse action and contraventions of unpaid parental leave obligations

In a default judgment, the Federal Circuit and Family Court ordered the United Arab Emirates Ministry of Foreign Affairs to pay an Australian employee almost \$205,000 in compensation, penalties, interest and costs for breaches of the Fair Work Act, including sex discrimination, adverse action and non-compliance with the National Employment Standards.

The employee, who worked at the UAE's Melbourne consulate, informed her employer in May 2020 that she was pregnant and sought paid parental leave from late December 2020. This request was refused, and she was directed to commence leave earlier. A subsequent request for 20 weeks' unpaid parental leave was also denied. When the employee was required to return to work at short notice in May 2021, she experienced difficulties arranging childcare and, upon her return, was required to express breastmilk in a storeroom without appropriate storage facilities. Her request for a flexible working arrangement to finish earlier each day was refused. She was later dismissed after taking two days of annual leave, purportedly on redundancy grounds.

The employer failed to file a defence despite multiple extensions, resulting in a default judgment.

The Court found the employee had exercised workplace rights on multiple occasions and that the employer had taken adverse action, discriminated on the basis of sex, and contravened unpaid parental leave obligations under the Fair Work Act.

See: *Duarte v United Arab Emirates Ministry of Foreign Affairs* [\[2026\] FedCFamC2G 175](#).

To return to the Executive Summary, go [here](#).

Pilot reinstated despite breaching the employer's harassment, discrimination and bullying policy

The FWC has ordered the reinstatement of a long-serving jet pilot dismissed by National Jet Express for making disparaging comments about her superior, finding the dismissal harsh despite the existence of a valid reason for termination.

The pilot was dismissed after comments she made to the employer's crew training coordinator at the Perth airport, including statements that the head of flying operations "hates women" and remarks speculating about his marital situation. The FWC found these comments were made in a workplace setting, the resource planning office, where others could overhear the conversation.

Deputy President Abbey Beaumont held that the remarks breached the employer's harassment, discrimination and workplace bullying policy, which extends to "destructively criticising or undermining staff publicly or privately". The conduct was characterised as "destructively critical and undermining", going beyond mere indiscretion and constituting misconduct capable of justifying termination.



The FWC was nevertheless critical of the employer's inconsistent application of its policies.

The pilot's earlier complaint about the head of flying operations making gendered and offensive comments during a simulator training session, including referring to the female simulator voice in derogatory terms and speaking to the pilot in a condescending manner, had been dealt with informally. While Deputy President Beaumont described that conduct as "reprehensible" and noted the "unsavoury optics" of the inconsistency, she accepted that this did not oblige the employer to also handle the pilot's misconduct informally.

See: *Cassandra Cooke v National Jet Express Pty Ltd* [\[2026\] FWC 434](#).

To return to the Executive Summary, go [here](#).

Inappropriate sexualised comments in breach of policy justified dismissal

The FWC upheld the dismissal of a mineworker by Jellinbah Mining Pty Ltd after finding that highly inappropriate sexualised remarks were made over a widely accessible two-way radio network, in breach of the employer's policies and directions.

The FWC accepted that the employee made two of the alleged comments in the context of discussing a colleague's personal relationship but was not satisfied on the evidence that a third allegation was made.

Deputy President Terri Butler characterised the conduct as "egregious", noting that its seriousness was heightened by the employer's recent and extensive training on respectful behaviour and appropriate use of communication systems.

The FWC found the conduct had the potential to harm others and to expose the employer to vicarious liability, and that actual offence being taken was not a prerequisite to establishing a valid reason for dismissal. A complaint was in fact made, which triggered the investigation.

The dismissal was upheld as consistent with lawful and reasonable directions contained in the employer's sexual harassment, discrimination and hostile environment policies, as well as its code of conduct. Claims of inconsistent treatment compared with other employees were rejected.

See: *Mr Garth Saunders v Jellinbah Mining Pty Ltd* [\[2026\] FWC 346](#).

To return to the Executive Summary, go [here](#).

Racist comments were a valid reason to dismiss but process was lacking

The FWC upheld an employer's decision to summarily dismiss an employee for racist comments made at a workplace toolbox meeting but nevertheless awarded compensation due to procedural shortcomings in the dismissal process.

The employee, a ceiling fixer employed by Exclusive Contracting, stated during a site-wide meeting that Chinese workers were "taking our jobs," "taking over the industry," and "taking opportunities away from apprentices." While the employee claimed no intention to offend and argued he did not target an individual, the FWC found that multiple employees were offended and distressed by the remarks.

Commissioner Jessica Rogers determined that the comments were objectively racist, noting that they singled out a group based on race and implied that people of Chinese heritage should not have equal employment opportunities. In the context of a multicultural workplace, the conduct constituted a valid reason for dismissal, regardless of the employee's subjective intent.

However, the FWC found the dismissal process was procedurally unfair. The employer conceded it failed to notify the employee of the reason for dismissal or provide an opportunity to respond, contrary to section 387(b) of the Fair Work Act 2009. As a result, the employee was denied procedural fairness.

See: *Peter Jones v Exclusive Contracting (WA) Pty Ltd* [\[2026\] FWC 253](#).

To return to the Executive Summary, go [here](#).



Part 9: Modern slavery

Australian Anti-Slavery Commissioner issues a position paper on Australia's modern slavery laws

On 30 January 2026, the Australian Anti-Slavery Commissioner published an initial position paper setting out recommendations to strengthen Australia's modern slavery laws through the introduction of a:

- mandatory risk-based modern slavery due diligence obligation for reporting entities under the Act; and
- mechanism for the Australian Anti-Slavery Commissioner to declare that a product, service, or industry carries a high risk of modern slavery, and require entities to have regard to declarations in their due diligence and reporting obligations under the Act.

The Commissioner supports the implementation these two reforms and has made recommendations about their design. Feedback can be provided to the Commissioner directly through the [contact form](#).

The Australian Industry Group continues to engage with Government and the Commissioner in relation to the proposed reforms.

See: [Recommendations to strengthen Australia's modern slavery laws](#)

To return to the Executive Summary, go [here](#).



Attachment 1 — Letter to the Hon Amanda Rishworth MP



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20 November 2025

The Hon Amanda Rishworth MP
Minister for Employment and Workplace Relations
PO Box 6022
House of Representatives
Parliament House
CANBERRA ACT 2600

Dear Minister,

Payments on termination of employment under the *Fair Work Act 2009*

We are writing to urge the Federal Government to make some technical amendments to the *Fair Work Act 2009* (**FW Act**) to address uncertainties identified by the Fair Work Commission (**FWC**) in the *Four Yearly Review – Payment of Wages* proceedings and, more importantly, to address industry concerns arising from the recent judgments of the Federal Circuit and Family Court of Australia in [Jewell v Magnium Australia Pty Ltd \[2025\] FedCFamC2G 201 \(20 February 2025\)](#) (**Jewell Liability Judgment**) and [Jewell v Magnium Australia Pty Ltd \(No 2\) \[2025\] FedCFamC2G 676 \(15 May 2025\)](#) (**Jewell Penalty Judgment**).

In brief, the uncertainty and concern relates to the types of payments to which s 117 of the FW Act relates, and how s 117 interacts with model Award terms relating to the timing of final payments on termination. These uncertainties and concerns could be addressed in a manner that reduces the regulatory burden and risks for employers, whilst at the same time benefiting employees. Our legislative reform proposal is set out in section 6 of this letter.

In short, we are proposing that:

1. the prohibition under s 117(2)(b) of the FW Act on terminating an employee until certain payments are made to them is removed; and
2. that the above-mentioned prohibition be replaced with clear and comprehensive requirements to pay both the amounts specified in s 117(2)(b) and any National Employment Standards (**NES**) entitlements that arise on termination within an alternate appropriate timeframe.

Importantly, we contend that any timeframe for payment should be able to be aligned with an employee's regular pay periods. This arrangement would reflect the common practice of providing termination payments by way of electronic funds transfer, rather than in cash. We acknowledge that earlier iterations of these legislative provisions were first developed at a time when common practice involved making employee payments in cash, and so there was previously an arguable justification for requiring

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final payments to be provided prior to an employee physically leaving their employment. However, we suggest that the widespread adoption of electronic methods of paying wages (and likely the popularity of such arrangements with workers) removes the justification for requiring final payments to be processed prior to termination.

The change will also provide benefits for employees by filling a 'regulatory gap' which has been identified by the FWC and which relates to when NES entitlements on termination of employment must be paid.

The proposal is supported by the Business Council of Australia, the Australian Chamber of Commerce and Industry, and the Council of Small Business Organisations Australia. We have also had initial discussions with the ACTU regarding the matter.

Relevant background information and the basis for our request

1. The default monthly requirement for payments to employees

Section 323 of the FW Act provides that an employer must pay amounts payable to an employee in relation to the performance of work at least monthly. This default monthly payment requirement applies unless there are any relevant provisions in the NES or an applicable industrial instrument that require payments to be made more frequently.

In a Statement ([\[2016\] FWCFB 7455](#)) issued by the FWC in the early stages of the *Four Yearly Review – Payment of Wages* proceedings, a five-member Full Bench of the FWC commented that, if the monthly timeframe in s 323 does not apply to NES annual leave and redundancy payments on termination of employment, *“there would seem to be a legislative gap”*:

[15] While s.323 clearly requires an employer to pay wages and related amounts such as leave payments not later than one month after they have accrued, it is not clear whether “amounts payable to the employee in relation to the performance of work” encompasses amounts accrued under an award or the NES upon termination such as payment in lieu of annual leave (FW Act s.90(2)) and redundancy pay (s.119(1)). There does not appear to be anything else in the FW Act that addresses the timing of termination payments generally. Consequently, if s.323 does not encompass all termination payments, there would seem to be a legislative gap.

2. The uncertainty associated with s 117(2)(b) of the FW Act

In the above FWC Statement, the Full Bench proceeded to discuss s 117(2)(b) of the FW Act, which deals with payments in lieu of notice of termination. The FWC noted the lack of clarity that arises from the provision:

[16] One provision of the FW Act that does deal expressly with the timing of a termination payment is s.117. Specifically, s.117(2)(b) appears to require, where employment is terminated with payment in lieu of the statutory notice period, that the payment in lieu be made prior to or upon the termination of employment:





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[17] How s.117(2)(b) sits with current award provisions in relation to payment on termination is unclear.

Section 117(2) of the FW Act states:

- (2) The employer must not terminate the employee's employment unless:
- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under subsection (3); or
 - (b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

If interpreted literally, the words "has paid" in s 117(2)(b) indicate that payments in lieu of notice of termination must have been paid before the employment ends. This approach is often unworkable in practice and conflicts with widespread industry practice (as discussed in section 5 of this letter).

In its subsequent *Four Yearly Review – Payment of Wages Decision* [2016] FWCFB 8463, the Full Bench determined that a model Award term for Payment on Termination of Employment would be created and would include a Note drawing attention to s 117(2)(b). The FWC did not at that time form a concluded view on the construction of s.117(2)(b):

[105] We are also satisfied that the provisional default term requires qualification to deal with the interaction with s.117(2)(b).

[106] As we have mentioned, on a literal reading s.117(2) prohibits an employer terminating the employment of an employee without (relevantly) making payment in lieu of notice before, or at the time of, termination of employment.

[110] If the literal meaning of s.117(2) is the correct construction then, absent a variation to the provisional default term, employers may be inadvertently misled into a contravention of s.117(2)(b).

[111] Ai Group and ABI support the inclusion of a note to ensure that employers are not inadvertently misled into a contravention of s.117(2)(b). ABI proposed a note in the following terms:

'Note: Employers who do not provide written notice of termination but instead provide a payment in lieu of notice must comply with s.117(2)(b) of the Fair Work Act, which requires payments in lieu of notice to be made at or before the time of termination.'

[112] ABI submits that such a note will serve as an important contextual guide which confirms that the provisional default term is not intended to operate in a manner inconsistent with s.117(2)(b) and will ensure no person is misled as to their payment obligations in respect of the termination of an employee's employment.





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[113] Ai Group expressed some reservations about the breadth of the note proposed by ABI. Others expressed reservations about the inclusion of a note, in whatever form.

[114] Of course, s.117(2)(b) only applies to payments in lieu of notice and hence it regulates a narrower range of entitlements than those covered by the default term. A model term would also cover, for example, payments for accrued leave, wages for time actually worked and redundancy pay.

[115] We think the provisional default term should be amended to make clear that it is subject to s.117(2)(b) and to include a note drawing attention to that statutory provision. The note will be phrased so as to avoid the need to form a concluded view about the proper construction of s.117(2)(b).

The Note referred to in paragraph [111] in the above extract is now Note 1 in the model award term. The wording of the Note was refined before the model term was settled.

The model term was settled by the FWC in a 2018 decision ([\[2018\] FWCFB 3566](#) at [119]), as follows:

X. Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the NES.
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under clause X. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

It can be seen from the above model Award term, that the default monthly payment requirement in s 323 of the FW Act is altered in the following ways for employers and employees to whom the model Award term applies:

1. Wages for any complete or incomplete pay periods must be paid within seven days of the termination date (clause X.(a)(i));





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2. NES payments in lieu of notice of termination must be paid within seven days of the termination date, subject to any more onerous requirements in s 117(2) (clause X.(a)(ii)) and Note 1);
3. NES payments for accrued annual leave must be paid within seven days of the termination date (clause X.(a)(ii));
4. NES redundancy payments must be paid within seven days of the termination date unless the FWC makes an order under s 120 of the FW Act delaying the requirement to make the payment (clause X.(a)(ii) and Note 2);
5. NES long service leave entitlements under s 113 of the FW Act must be paid within seven days of the termination date, unless the relevant 'applicable award derived long service leave terms' require payment at an earlier time (clause X.(a)(ii) and Note 3).

4. The Court's judgments in *Jewell*

The *Jewell* Penalty Judgment concerned the quantum of penalties to be imposed on Magnium Australia Pty Ltd for breaching the FW Act due to the late payment of pay in lieu of notice of termination, accrued annual leave, and redundancy pay, to an employee (Dr Jewell) who had been dismissed.

Judge Champion of the Federal Circuit and Family Court of Australia imposed the following penalties on the employer:

1. a penalty of \$6,200 for not complying with the requirement in s 117(2)(b) to make a payment in lieu of notice by no later than the date of dismissal;
2. a penalty of \$6,200 for not paying accrued annual leave on the date of dismissal; and
3. a penalty of \$6,200 for not paying the redundancy entitlement on the date of dismissal.

The dismissal of Dr Jewell by Magnium occurred on Friday 21 April 2023. On Tuesday 2 May 2023 (9 days later), the employer paid the notice and accrued annual leave. On 18 July 2023, the employer paid the redundancy pay.

In the earlier *Jewell* Liability Judgment, Judge Champion:

1. determined that the employer had not breached the FW Act by paying Dr Jewell his salary for the final week of his employment (i.e. 17-21 April 2023) on 2 May 2023, because the payment was made within the monthly window required by s 323 of the FW Act (see paragraphs [177] to [192]);





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2. noted (at paragraph [205]) that: "*Magnium had to make payments as to notice, redundancy pay and accrued and unused annual leave as at the date of the dismissal of Dr Jewell. It did not do so. It late paid these entitlements*"; and
3. noted (at paragraph [204]) that the employer "*admitted that it contravened provisions of the National Employment Standards as to non-payment to Dr Jewell of notice (s. 117), redundancy pay (s. 119) and unpaid accrued and unused annual leave (s. 90)*".

Judge Champion's liability and penalty judgments in *Jewell* interpret s 117(2)(b) as requiring a payment in lieu of notice to be made no later than the date of dismissal.

The judgments also interpret the annual leave and redundancy provisions of the NES as requiring payments for accrued annual leave and redundancy pay to be made no later than the date of dismissal, rather than within the one-month time window in s 323. In the *Jewell* Liability Judgement, Judge Champion held that:

"[205] Magnium had to make payments as to notice, redundancy pay and accrued and unused annual leave as at the date of the dismissal of Dr Jewell. It did not do so. It late paid these entitlements."

The *Jewell* Liability Judgment indicates that Magnium had made admissions as to various contraventions of the NES, including in relation to late payment of redundancy pay and accrued and unused annual leave, and that Judge Champion determined to "*make declarations as to its admissions*" (see [10]). The judgments do not otherwise identify any particular basis for this interpretation.

In the Australian Industry Group's view, the interpretation is not correct. It is directly inconsistent with the finding of the Full Bench in the *Four Yearly Review – Payment of Wages Decision* [2016] FWCFB 8463, where it stated at [114] that "*Of course, s.117(2)(b) only applies to payments in lieu of notice.*"

The FWC's model Payment on Termination of Employment clause has clearly been drafted and implemented on the assumption that it is open for the FWC to prescribe a seven day deadline for the payment of NES entitlements on termination of employment, for employees to whom an Award applies (with the possible exception of payments in lieu of notice of termination by the employer). If Judge Champion's interpretation of the NES annual leave and redundancy provisions is correct, aspects of the FWC's model term would be of no effect due to inconsistency with the NES.

In addition, the *Jewell* judgments are inconsistent with the longstanding advice that the Fair Work Ombudsman has provided to employers and employees (and continues to provide) that there *may* be rules about the timing of termination payments in the relevant Award, enterprise agreement or employment: [link](#). There is nothing in the





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FWO guidance which refers to statutory requirements under the FW Act to process final payments within a particular period.

5. Problems, risks and unfairness for employers

The Australian Industry Group has been approached by various member companies since the Court's judgments in *Jewell* were handed down, expressing major concerns about the workability, risks and unfairness that result from the interpretations of the law reflected in the judgments.

Some of the concerns raised by member companies are identified in the following table.

Scenario	Issue
Termination of employment on weekends and public holidays	When an employee's employment ends on a weekend or public holiday, the employer cannot process payments on the date of termination due to banking limitations.
Late lodgement of timesheets by an employee	An employee's entitlements on termination are typically based on their working hours. When an employee submits their timesheet for the final week of employment late, or at the last minute on the final day of employment, there is insufficient time to calculate and pay the entitlements before the employment ends. This includes employees working in remote locations.
The need to accurately calculate accrued annual leave and long service leave entitlements	The amount of accrued annual leave that an employee is entitled to on termination depends upon the amount and type of absences and leave that an employee has taken. Unauthorised absences and most types of unpaid leave and unpaid authorised absences do not count as 'service' for the purposes of NES annual leave and long service leave accruals (see s 22 of the FW Act). If any of these types of leave or absence occur in the final days of employment, there is often insufficient time to calculate and pay the entitlements before the employment ends.
The need to accurately calculate accrued personal/carer's leave entitlements, where such leave is paid out on	Many enterprise agreements give an employee an entitlement to be paid for any untaken personal/carer's leave on termination, if the employee is made redundant. Also, clause 29.3 in the <i>Timber Industry Award 2020</i> requires that an employer pay a relevant employee (or their estate) any excess accrued personal/carer's leave if the employee: retires due to age or incapacity; has more than 10 years' service; or dies while an employee of the business. If any personal/carer's leave occurs





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Scenario	Issue
termination.	in the final days of employment, there is insufficient time to calculate and pay the entitlements before the employment ends.
Death of an employee	In this unfortunate scenario, the employer cannot pay the termination payments until it has instructions from the estate as to where the payments are to be directed. Section 117 may have no application in this context but any regulation of final payments should deal with such a contingency.
Redundancy	Employers have an obligation to redeploy employees whose positions are redundant, whenever it is reasonable to do so (see s 389(2) of the FW Act). This obligation continues until the termination date. Locking-in or scheduling termination payments ahead of the termination date may be inconsistent with an employer's redeployment obligations. In contexts where an employer obtains acceptable alternate employment for an employee, there should be time for an employer to make an application seeking reduction of their liability for redundancy pay, as contemplated by s.120 of the FW Act.
Calculation of entitlements for flexible part-time and casual employees	The calculation of NES annual leave and long service leave entitlements for flexible part-time employees and the calculation of NES long service leave entitlements for long term casuals can be extremely complex given the variable hours that these employees work. Given the complexity of the calculations and the variability of the working hours (including in the last week of employment) there is often insufficient time to pay the employee for accrued NES annual leave and long service leave entitlements on the date of termination.
Summary dismissal or immediate resignation	When an employee is summarily dismissed, or resigns with immediate effect (ie. without providing the applicable notice), there is often insufficient time to pay the employee for accrued NES annual leave and long service leave entitlements on the date of termination. Section 117 would not have application in this context, but any regulation of final payments should deal with such a contingency.

6. Legislative reform proposal





Innes Willox
Chief Executive
The Australian Industry Group
Level 2, 441 St Kilda Road
Melbourne VIC 3004 Australia

To address the above problems, we propose that the FW Act is amended to implement a standard requirement that employees are to be paid for any applicable NES entitlements and any amounts contemplated by s 117(2)(b) within seven days of an employee's termination date, or on the employee's next regular pay day following termination, whichever is later (other than when an employee has died and the payments must be made to the estate).

We also contend that there should be a capacity for Awards and enterprise agreements to set a longer period, or for a longer period to be agreed between an employer and an Award / agreement free employee. Although, we do propose that in all instances the time for payment should not exceed one month, in order to align the potential outer limit of the period for payment with the period contemplated by s 323 of the FW Act.

There should be a clear exception for redundancy pay applicable under s 119 of the FW Act. This exception should apply in circumstances where an employer has made an application pursuant to s 120 to vary the amount of redundancy pay applicable under s 119 of the FW Act. In such a context the employer should instead be required to pay redundancy pay on a date determined by the FWC, provided that such a date cannot be earlier than either seven days from the date any such determination is issued or seven days of the employer's application being discontinued.

We also suggest that there should be transitional arrangements to give employers time to prepare for the change and adjust their employment separation and payroll processes as necessary to achieve compliance. This should include a delayed operative date for the new provisions to enable parties to prepare for their commencement.

This approach will provide the following benefits to employers and employees:

- It would provide certainty for all parties;
- It would address the unworkability of the legislation effectively requiring payment in lieu of notice of termination and other NES payments to be made on the last day of employment;
- It adopts, by default, the seven-day timeframe in the FWC's model term, but allows capacity for parties to *agree* to a longer arrangement where this may suit their circumstances (subject to appropriate safeguards);
- Employees would benefit from an earlier payment date for NES annual leave, long service leave and redundancy payments than the default one month period in s 323 of the FW Act (assuming that the judgments in *Jewell* are not correct on these matters);





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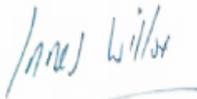
- It would close the potential 'regulatory gap' regarding the regulation of payment times for redundancy pay in a manner that aligns with the capacity for employers to seek, pursuant to s 120, a modification to the amount of redundancy pay applicable under s 119.

We would be happy to provide any additional information that you may require to facilitate consideration of the proposal outlined in this correspondence. This could include our suggestions as to the drafting of suitable legislative amendments.

It is our view that this proposal would address an unwarranted and outdated compliance burden on industry while also providing enhanced protections for employees.

Should you have any questions about this or require any further information, please reach out to Brent Ferguson, Australian Industry Group's Head of National Workplace Relations Policy. Brent would be pleased to arrange a time to discuss the matter further and can be contacted directly on 02 9466 5530 or via Brent.Ferguson@aigroup.com.au

Yours sincerely



Innes Willox
Chief Executive



Attachment 2 – ACTU letter to Mr Willox – Employers obligation to consult when introducing Artificial Intelligence



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President Michele O'Neil Secretary Sally McManus

26th February 2026

Innes Willox
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Australian Industry Group (AiG)
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Melbourne VIC 3004

By email: innes.wilcox@aigroup.asn.au
Cc: pip.winwood@aigroup.com.au

Dear Mr Willox,

Re: Employers obligation to consult when introducing Artificial Intelligence

Workers across Australia are alarmed at the constant predictions from business leaders and the representatives of multinational tech companies of mass unemployment and large white-collar displacement. A small representative sample includes:

"I do worry if, as a nation, we say 'we want to stick to and have jobs of the past' that is not a good plan for us." – Scott Farquhar, Chair Tech Council of Australia, National Press Club Canberra, 2025

"I can simultaneously think that AI will disrupt 50% of entry-level white-collar jobs over 1–5 years, while also thinking we may have AI that is more capable than everyone in only 1–2 years." Dario Amodei, CEO of Anthropic, January 2026

"So white collar work where you're sitting down at a computer, either being a lawyer or an accountant or a project manager or a marketing person, most of those tasks will be fully automated by an AI within the next 12 to 18 months." Mustafa Suleyman, CEO of Microsoft AI, February 2026

Considerable disruption to the workforce from this technological change appears to be extremely likely.

I am writing today to remind you and your members of employers' obligations to consult with workers when a decision to introduce a major change, like the introduction of Artificial Intelligence, is taken by employers at the workplace.

The introduction of a technology with the capabilities of AI is clearly a major change and it will clearly have significant effects.

Australian
Unions



That is why employers must consult once a decision has been made to introduce, not delayed to any later point.

Employers must provide information in writing to workers and their representatives about the kinds of technology they have decided to introduce and their capabilities, the expected use in the workplace, the effects on workers, and any other matters that are relevant for workers' job security, promotion opportunities, skills, or hours.

Consultation must be meaningful. That includes employers promptly considering issues that workers and their unions raise during consultation and the measures that employers will take to avoid or reduce any adverse effects on employees.

Your members may have obligations under industrial instruments that go beyond the minimum obligations described above.

The ACTU will be co-ordinating a response to this pressing issue to ensure employers abide by their legal obligations. We request that you write to your members to inform them of their obligations, so they avoid disputation and possible enforcement proceedings.

It is in the interests of both business and unions to work together to ensure we do not see a mass displacement of workers across swathes of industries as now predicted by many business leaders and tech CEOs.

We look forward to continuing discussions on these matters.

Yours sincerely



Sally McManus
Secretary



National Workplace Relations Policy and Advocacy Team

This report has been prepared by Australian Industry Group's National Workplace Relations Policy and Advocacy Team. The Team represents the interests of Australian Industry Group and AFRA Members through:

- Protecting and representing the interests of Members in relation to workplace relations matters.
- Leading and influencing the workplace relations policy agenda.
- In collaboration with Members, developing policy proposals for worthwhile reforms to workplace relations laws.
- Making representations to Government and Opposition parties in support of a more productive and flexible workplace relations system.
- Writing submissions, preparing evidence and appearing in major cases in the Fair Work Commission.
- Representing Members' interests in modern award cases and reviews.
- Representing Members' collective interests in significant cases in Courts.
- Representing individual Members in significant cases in the FWC and Courts.
- Keeping Members informed and involved in workplace relations developments.
- Providing forums for Members to share information on best practice workplace relations approaches, and to influence policy developments, e.g., through Australian Industry Group's PIR (Policy-Influence-Reform) Forum, sector briefings and networks such as the Diversity and Inclusion Member Network.
- Liaising with regulators including the Fair Work Ombudsman, as well as Departmental officials.
- Writing submissions and appearing in numerous inquiries and reviews carried out by a wide range of bodies including Parliamentary Committees, Royal Commissions, the Productivity Commission, the Australian Human Rights Commission, the Australian Law Reform Commission, and others.
- Opposing union campaigns on issues which would be damaging to competitiveness and productivity.

Australian Industry Group welcomes and values your input and support.

Should you wish to discuss any of the issues in this report, please contact Brent Ferguson, Head of National Workplace Relations Policy, via email: WRConsultation@australianindustrygroup.com.au



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