Submission to Fair Work Amendment (Secure Jobs, Better Pay) Bill 2022

Education and Employment Legislation Committee

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Contents

Submission to Fair Work Amendment (Secure Jobs, Better Pay) Bill 2022 1

1. About MIAL 3
2. Overarching comments 4
3. Multi-Employer/ Single Interest Bargaining 5
4. Changes to the BOOT and Agreement Approval 8
5. Correction of Errors 9
6. Termination of Enterprise Agreements 9
7. Termination of Zombie Agreement 11
8. Industrial Action 11
9. Initiation of Bargaining 12
10. Bargaining disputes 13
11. Fixed term contracts 13
12. Flexible Working Arrangements 15
13. Government Amendments 16
14. Other Matters 18

1. About MIAL

1.1. Maritime Industry Australia Ltd (MIAL) is the voice and advocate for the Australian maritime industry. MIAL is at the centre of industry transformation, coordinating and unifying the industry and providing a cohesive voice for change.

1.2. MIAL represents Australian companies which own or operate a diverse range of maritime assets from international and domestic trading ships; floating production storage and offloading units; cruise ships; offshore oil and gas support vessels; domestic towage and salvage tugs; scientific research vessels; dredges; workboats; construction and utility vessels and ferries. MIAL also represents the industries that support these maritime operators – finance, training, equipment, services, insurance and more. MIAL provides a full suite of maritime knowledge and expertise from local settings to global frameworks. This gives us a unique perspective.

1.3. We work with all levels of government, local and international stakeholders ensuring that the Australian maritime industry is heard. We provide leadership, advice and assistance to our members spanning topics that include workforce, environment, safety, operations, fiscal and industry structural policy.

1.4. MIAL's vision is for a prosperous Australia with strong sovereign maritime capability.

1.5. MIAL's overarching position concerning maritime policy in Australia is that we ought to have a sustainable, viable maritime industry. This activity can occur anywhere – coastal, offshore and international. This maritime activity should encompass anything – freight, tourism, passenger movement, port and harbour services, offshore oil and gas, construction, scientific/research, essential services, and government services.

1.6. MIAL is an advocate for a fiscal and regulatory regime that makes it attractive for shipping and maritime businesses to exist in Australia and affords those Australian businesses every opportunity to compete for work and participate in maritime activity worldwide.

2. Overarching comments

2.1. While MIAL welcomes the opportunity to provide a submission to the Education and Employment Legislation Committee (Committee) on the Fair Work Amendment (Secure Jobs and Better Pay) Bill 2022 (Bill), due to the truncated timeframe for submissions and Report by the Committee, we are not in a position to comprehensively consult with our members and include relevant insights as to their lived experiences with the existing regime and the consequences (intended or otherwise) of the proposed draft Bill.

2.2. On this basis, we would strongly urge the Committee to recommend an extension of the consideration of this important piece of legislation to allow stakeholders to properly understand, review and consult on these extensive provisions. Alternatively, where the Bill does not have the support of both business and employee/union representatives, that these parts may be extracted from the Bill to further consult and achieve consensus to the maximum extent possible.

2.3. Notwithstanding our comments above, we set out below the areas of particular interest or concern to MIAL members that have been identified within this timeframe. For the context of the Committee and to supplement the information contained in section 1 of this submission, the majority of MIAL members own, operate or crew vessels operating in the Australian industry and employees working on these vessels are overwhelmingly covered by enterprise agreements.

2.4. At the time of drafting this submission (and with less than one week before submissions to this inquiry are due) the Minister has announced that the Government intends to propose sub amendments to this Bill. Notwithstanding the welcome decision by the Minister to reflect on and address concerns raised by some stakeholders, again, it puts MIAL in a position of being asked to comment on complex changes little or no time to digest and consult on what these might mean for those in the maritime industry who MIAL represents.

2.5. MIAL does not intend to comment on each and every change proposed by the Bill, but instead directs comments to the areas of most immediate concern to our members and

those which are likely to have the biggest impact, which relate to changes to enterprise bargaining.

3. Multi-Employer/ Single Interest Bargaining

3.1. The existing provisions in the *Fair Work Act 2009* (FW Act) provide the ability to engage in single interest/multi-enterprise (or supported bargaining as it is framed) bargaining provided that specific conditions are met. For the purposes of this submission MIAL with reference single interest/multi enterprise bargaining as reference to, as far as practicable each of the three proposed available; streams for multi- enterprise bargaining.

3.2. It seems that the Government has attributed the limited use of the existing ability for parties to voluntarily enter into muti employer enterprise agreements as indicative of some failing on the part of the provisions, rather than the ,much more likely scenario that employees of an enterprise and their employer seek to agree terms that are specific to their workplace, organisation and enterprise rather than adopt wholly or substantially "industry conditions". In industries where competitive tendering and innovation are critical components of business capacity to thrive and survive, a business being effectively forced to bargain (and likely have significant pressure exerted on it to agree to) conditions for a range of business who can loosely be considered in the same industry is cause for concern. In industries where businesses survive and thrive through their ability to innovate and differentiate in key areas, providing employee organisations the capacity to apply to include businesses in multi-employer bargaining (and place considerable pressure on those businesses) risks the viability of these businesses.

3.3. The changes permit employers and employees to be covered by single interest/ EAs that have already been made. This can be done either via the new employer and its employees applying to vary the single interest/multi-employer agreement for an employer (and relevant employees) to be added or by an employee organisation to apply for an employer to be added. While MIAL understands why employers and their employees may wish to seek to vary an agreement so that they are covered by it (although it would seem equally as simple to make such an agreement as a single enterprise agreement on identical terms), MIAL is concerned about the capacity for an employee organisation to be able to apply to vary an existing agreement to cover an employer with a degree of

commonality, notwithstanding the employer has not necessarily had the opportunity to bargain for conditions that might better suit their business.

3.4. Of further concern was this statement extracted from the Explanatory Memorandum (EM) (para 573).

> *Once the variation takes effect, the single interest employer agreement would apply to the new employer and employees as though they had always been covered by the agreement. The only change that may be made to an agreement under new Subdivision AD is the change to coverage. The terms and the nominal expiry date of the agreement would remain unchanged.*

3.5. The highlighted section suggests that the agreement is to be taken as to have applied since it was made to employees. What would the outcome of this be if there were a difference in wages prior to the employees being covered by the agreement.? Does this expose employers to a potential underpayment claim, and more beneficial terms or conditions from the time the agreement commenced, despite the agreement not applying to them from commencement? While this may readily be resolved through drafting and clear explanation within the legislation itself, the EM text gave rise to some concern, if it is the intention that employers may be required to apply conditions that did not cover them until a variation took effect retrospectively.

3.6. MIAL is also concerned that the concept of where businesses may be determined to have a common interest. According to the EM (at para 992)

> *New subsection 216DC (2) would provide examples of the types of matters that may be relevant to determining whether the employers have a common interest. Those examples include geographic location, regulatory regime as well as the nature of the enterprises to which the agreement will relate and the terms and conditions of employment in those enterprises*

3.7. This criterion is very broad and is far from exhaustive. MIAL is concerned that such a broad characterisation of what can constitute a common interest will see pressure exerted on employers who operate a different business model, notwithstanding they are operating within the same industry (or subject to the same regulatory regime) to engage in multi-enterprise bargaining. This has significant potential to stifle innovation, in that a business focused on agility, may be bargaining for terms that may be appropriate and desirable for a larger (and potentially less agile) organisation, rather than those that

would benefit their individual enterprise. MIAL is strongly of the view that if the Government intends to proceed with the Bill in this form, it must be more specific in respect of the types of business who could be considered to have a common interest.

3.8. Conceptually employers that have a common interest will also be competitors within a market. To have competitors required to bargain collectively will presumably see an alignment in operating costs (or at least a large part of them being workforce costs), which on its face is counter to the objectives of competition law around the country.

3.9. The practicalities of multi enterprise bargaining are likely to see delays in reaching agreements with a range of different workforces (even from an administration perspective the logistics of communication, explanation of the terms of the agreement including ensuring employees genuinely agree). Accordingly such agreements will likely take significantly longer to conclude than a single enterprise agreement, depriving the enterprise and its workforce from it benefits if other bargaining parties cannot reach agreement.

3.10. The potential for industrial action across a large part of a single industry is enlivened through these changes. MIAL does not intend to repeat the significant media commentary around this. While whether that potential will be realised is as yet unknown, its likely to adversely impact investor confidence particularly in large scale projects where the maritime industry is part of a critical supply chain worth billions to the economy and critical to trade.

3.11. At the time of drafting this response, the Minister has announced some changes which might best be described as safeguards to ensure that a majority of each employer must wish to engage in the single interest bargaining. Not having had sufficient time to properly assess and consult on these provisions, MIAL is not able to say whether these proposed safeguards adequately address employer concerns. While the Minister responding to concerns highlighted by stakeholders is pleasing, it is concerning from MIAL's perspective that such changes are being contemplated in haste and not providing a broad range of stakeholders any meaningful consultation. MIAL reiterates its position that complex changes of this nature require thorough consideration by all stakeholders and the timelines currently provided are inadequate to allow this to occur.

4. Changes to the BOOT and Agreement Approval

4.1. In the majority of enterprise agreements that are made by MIAL members, the terms and conditions on offer comfortably exceed those applying in the underlying industry awards. The Seagoing Industry Award and the Maritime Offshore Oil and Gas Award recognise the nature of working on vessels on a swing cycle, meaning that an overtime component is already factored into the salary under the Award. Most enterprise agreements in these industries comfortably exceed award salaries (often more than double the award salary) in addition to more generous entitlements.

4.2. In most cases it is rare that an enterprise agreement in these industries is ever challenged on whether it passes the BOOT. However, there are range of businesses covered by other awards (such as the Ports Harbours and Enclosed Water Vessel Award and the Marine Tourism and Charter Vessel Award) which may coverer smaller operations. Our experience is that a number of businesses who may be covered by the award operate in a markedly different way to those who it appears the award was designed to cover. This is not necessarily a criticism but an observation that the concept of the modern award system is that they will cover such a broad range of businesses, many of whom likely had no input into their design, it can be challenging to make an assessment for the purposes of the BOOT. This is due to the significant variation in how businesses loosely ascribed an industry by a modern award but who operate differently in terms of staff, rosters and hours of business operation.

4.3. Accordingly, changes to attempt to simplify this are welcome, although critical to this is the understanding and adoption of these changed assessments by those within the Fair Work Commission (FWC) charged with approving enterprise agreements

4.4. As a general comment, the pre-approval steps can be prescriptive and unnecessarily burdensome, so changes that enable the FWC to accept the will of the parties more readily are in principal welcome. Likewise, the FWC should (and now to a large extent does) have the power to overlook technical deficiencies and accept the agreement made by the parties.

4.5. The proposed changes to determining how it may be established that employers genuinely agree to this agreement are in some respect welcomed, however the impact of the proposed change is hard to determine until the FWC publishes its statement of

principles in respect of what it will take into account when determining whether it can be satisfied that employees genuinely agreed to an agreement.

4.6. The FWC is an independent statutory body and is not subject to the oversight of parliament as legislative changes to the FW Act or accompanying legislation would be. Accordingly, any statement of intent should be provided as guidance but should not otherwise preclude other legitimate efforts made by employers to ensure employees have genuinely agreed an agreement. Further, such a statement ought not unreasonably differentiate between an agreement bargained with employee organisations, or that which is directly bargained with employees.

5. Correction of Errors

5.1. MIAL notes that from time to time, different versions of documents, typographical and small errors of this nature are identified within approved agreements. MIAL supports providing the FWC with clear powers and a mandate to correct, through an uncomplicated and efficient process, clear errors. MIAL would anticipate that these changes to the FW Act would be uncontroversial.

6. Termination of Enterprise Agreements

6.1. Enterprise agreements made under the FW Act must contain a nominal expiry date not more than 4 years after having been approved by the FWC. They may of course contain an expiry date for a period less than 4 years and frequently do. In practice, the terms and conditions in such agreements continue until they are replaced (by a newly made enterprise agreement) or terminated.

6.2. Under existing legislation, parties to an enterprise agreement can terminate an agreement by consent or a party can unilaterally apply to terminate enterprise agreements, at which point the FWC has a framework within which to consider whether a termination should be granted.

6.3. In the lead up and after the election there has been commentary regarding cases of employers applying to terminate agreements whilst in the process of trying to negotiate a new agreement. Notwithstanding undertaking and contractual arrangements that employers have been prepared to put in place where agreements are terminated (such

as maintaining key over award conditions) there has been widespread condemnation of such actions, even in circumstances where disputes and the inability to reach an agreement has spanned years. An ability for parties to apply to terminate agreements, for the FWC to be able to decide an application with regard to a balanced reasonable framework to ensure a businesses viability is not threatened while protecting core conditions for employees if an agreement is terminated, must continue to be available.

6.4. MIAL submits that the current bar for determining the circumstances where a unilateral application to terminate is sufficiently high and that these changes constitute a disproportionate reaction to a small number of high-profile examples, including within the maritime industry where wages are far in excess of the Australian average (and undertakings were provided that these would be maintained).

6.5. The proposed changes further narrow the circumstances where an organisation may successfully apply to terminate an agreement. Due to the truncated timeframes for feedback on this Bill MIAL has been unable to engage in consultation about the potential impacts, particularly for businesses which operate in environments where the commercial environment can significantly change during a 4 year period or a nominal EA term.

6.6. MIAL submits that the proposed changes put employers at a significant disadvantage in terms of needing to consider the likely operating environment over the course of multiple EA terms, as historically once a condition is agreed in any future negotiations are based on a position that a term must be "bought" out, regardless of the operating environment. The impact of this is two-fold

6.6.1. Employers will be reluctant to include terms which may be acceptable in current conditions on the basis that it will be virtually impossible to revisit if a change to business operations is required.

6.6.2. Businesses won't be able to access relief from an agreement that no longer meets their needs and only when the business is on the verge of closing will they have any chance of terminating an enterprise agreement.

6.7. By including criteria that requires such a high bar to establish that the conditions threaten viability may mean that by the time the bar is met, it may be too late to recover.

7. Termination of Zombie Agreement

7.1. MIAL understands the intent of these changes are to ensure that such agreements cease to exist, and that business and employees will create new instruments under the FW Act. MIAL suspects only a small number of its members have in place agreements that have not been replaced by EA's made under the FW Act. However, in some instances long standing agreement which provide certainty and flexibility are in place. In such circumstances MIAL considers the Government should be reticent to disturb arrangements that work well for employees and their employers.

7.2. MIAL recognises that there is some facility to extend the operation of such agreements provided they meet certain criteria. This requires an active application to the Commission to extend the operation of the agreement. While MIAL recognises that this option exists, MIAL is unsure why the legislation would not be drafted so as to require an application to a party to agreement to apply to have it terminated.

7.3. In cases where an agreement is terminated by operation of this legislation, unless the transitional instrument is replaced by an instrument under the FW Act, presumably conditions revert to the modern award or National Employment Standards. This then has the potential for employees to lose benefits of conditions in their transitional arrangements, which seems counter to the objectives of the Act. Changing the onus to allow applications to terminate agreements (rather than terminations be automatic absent an application) provides greater opportunity for parties to consider if an instrument might be agreed to replace that which will be terminated.

8. Industrial Action[1]

8.1. MIAL opposes steps to change the current arrangements by which employees may take protected industrial action. If, as the Government claims, industrial action ought to be utilised as a last resort, how is this achieved through providing a much larger window within which such action may be taken? The current arrangements require action to be taken within 30 days of a protected action ballot having been returned (with the potential to extend this for 30 days where action has not yet been commenced). To increase this to

[1] MIAL recognises the Government proposes to sub amend provisions of the Bill related to protected industrial action.

3 month enables unions to undertake the ballot process at a very early stage and before avenues of negotiation have truly been exhausted.

8.2. The EM suggests that the intent of this change is to discourage the early taking of industrial action. In MIAL's submission this change will have the effect of ensuring applications for taking protected industrial action will happen earlier, whether or not the employees genuinely intend to take such action, safe in the knowledge they have 3 months (which in many cases would be the entire length of a bargaining process) to make a decision.

8.3. This change appears deliberately targeted to allow employee representatives greater leverage from an earlier stage during bargaining. This change is likely to significantly impact business and market confidence, particularly in industries where project work is prevalent. MIAL members provide services and assets to these projects. Past experience indicates the capacity to apply for and be granted orders allowing protected industrial action will impact on investment decisions regarding the viability of these projects where the flow on effects on even one day of shut down due to industrial action can run into costs of many millions of dollars to the economy.

9. Initiation of Bargaining

9.1. A fundamental premise of the concept of enterprise bargaining and the concluding of an agreement is that it is sought by the employer and a majority of employees. The changes to the FW Act whereby a union could unilaterally initiate bargaining without the need to establish that a majority of employees wish to barging flies in the face of this concept.

9.2. That this option is only available where an existing or an agreement that has expired within 5 years does little to assuage MIAL of these concerns. Businesses change as does the relationship with employees. The role of employees is to represent the will of employee members – in order to do this, it must be clear what that will is (or it must be established though a majority support determination). This change places the actions of employee representatives as the central determining factor in whether parties will be bargaining, a position fundamentally counter to the role as a representative of employees.

9.3. MIAL does not support changes that will no longer require a union/representative to seek a majority support determination where an employer is not convinced the majority of its workforce wishes to bargain.

10. Bargaining disputes

10.1. MIAL has some concerns with the proposal to provide the FWC with the ability to intervene in "protracted bargaining disputes" where such intervention could span the breadth of assistance, facilitated intervention and potential arbitration.

10.2. The FWC currently has the ability to arbitrate by consent of parties – however to dilute the requirement to consent places the potential viability of business to whom liabilities under an enterprise agreement would fall, in the hands of a third party without the intimate commercial information and market experience that informs such critical business decisions. Any bar to access such intervention must be set at the highest possible level if this option is to be accessed without the consent of all bargaining parties.

11. Fixed term contracts

11.1. In MIAL's experience the majority of its members workforce are permanent employees, however in some sectors of the industry, where project work is more prevalent and vessels follow the work (i.e., don't permanently operate in Australia, but rather travel around the world servicing projects at different stages of construction/production) fixed term, relief and casual workers can be utilised. Fixed term engagements tend to be utilised in the following circumstances:

11.1.1. A training arrangement whereby a cadet or trainee is engaged for the length of the training period which is either expressed as a time period or until they obtain the relevant certificate of competency (in the maritime industry it is this certificate which allows a person to perform certain specified duties on board a vessel).

11.1.2. The duration of a specific project (or a phase of a project).

11.1.3. Where there is some other business uncertainty and there is an immediate need but a lack of certainty as to whether the role is needed in the future (in MIAL's experience this reasoning is rarely utilised given the skills are so in demand and employees who are seek a permanent position are able to find them).

11.2. Again, due to the limited time that stakeholders have had to consult and the diverse range of businesses that MIAL represents, we have not been able to conclusively ascertain whether the listed exemptions from the proposed restrictions on the offering of multiple consecutive fixed term employment contracts or those of longer than 2 year duration adequately captures the legitimate and necessary uses of these types of arrangements. Certainly, projects where MIAL members perform certain specific tasks for a defined period can and frequently do extend beyond 2 years.

11.3. One of the current proposed exemptions is set out below in relations to time bound tasks

> *the employee is engaged under the contract to perform only a distinct and identifiable task involving specialised skills;*

11.4. MIAL considers the exemption is extremely narrow and is concerned that it does not adequately capture some circumstances that arise in the maritime industry. For example, it is usually a specific vessel (rather than individual employees) that is charted to perform a specific task for a specific period as part of a phase of a much larger project. While in many cases the workforce on such ships will be permanent employees, it is not inconceivable that a fixed term arrangement for work on the vessel for a defined period exceeding 2 years may be offered. In some but not all cases the salary on offer would exceed the high-income threshold. MIAL suggests that wording needs to contemplate the engagement of an asset (rather than an individual) to perform a specific specialised task or change the wording to ensure that persons engaged for the duration of a project are captured.

11.5. The inclusion of training arrangements is of some comfort to members, provided that it is clear that such arrangements need not necessarily be formal apprenticeship arrangements but include the time taken for both study and practical experience to obtain a certificate of competence (which in the maritime industry for some new entrant training to internationally qualified levels can take more than 3 years).

11.6. Currently, the FW Act includes a definition of training arrangement as set out below:

> ***training arrangement*** means a combination of work and training that is subject to a training agreement, or a training contract, which takes effect under a law of a State or Territory relating to the training of employees.

11.7. In the maritime industry, cadetships and traineeships are often not conducted specifically under the law of a state or territory as the practical component of the training does not form part of the Australian Qualification Framework but is rather a requirement of the Australian Maritime Safety Authority (AMSA) before they will issue a licence to perform work on board a ship. MIAL is concerned that the current drafting may not capture such arrangements and would urge that the description of training arrangements be broadened to include:

> *anyone undertaking a period of learning or practical experience required to obtain a licence to work, where such licence is required under the law of a state or territory or the commonwealth to work in positions related to the training undertaken.*

12. Flexible Working Arrangements

12.1. MIAL generally supports accommodating flexible working arrangements wherever possible including the change to those eligible to make requests under the Act. The proposed changes focus on employer response to such requests. As the Government will no doubt be acutely aware, the capacity for an employer to respond positively to such request will largely be effected by business operational needs together with the flexibility being sought.

12.2. While transparency with the employee (including proposals regarding what alternative accommodations may be available) is welcome, empowering the FWC to deal with a dispute including the potential to arbitrate and order that an employer grant the request cannot be supported.

12.3. The FWC does not and cannot have a detailed understanding of how a business operates and the business judgements that must by made to run a viable enterprise. Employers must be able to ,make judgements about how work is performed with their enterprise on reasonable business grounds.

12.4. The nature of the maritime industry in many cases is such that unfortunately there are occasions where flexible working arrangements simply cannot be accommodated due to the 24/7 nature of the industry and the stringent regulator requirements to which it is subject. It is an unreasonable burden to require employers whose business judgement is

challenged, notwithstanding its obligation to explain its decision, to then have to educate a FWC member as to why this decision is necessary for their business.

13. Government Amendments

13.1. As foreshadowed in this submission, a raft of sub- amendments have been proposed by the Government, with no subsequent extension of the time that the Committee is seeking feedback on them. Consequently it is impossible to provide a considered position of each of the proposed amendment or the potential consequences (intended or unintended) of them.

13.2. Notwithstanding this, some initial concerns and comments in relation to the sub amendments include:

New 180A

(1)This section applies to a proposed enterprise agreement that is a multi-enterprise agreement.

(2)Before an employer requests under subsection 181(1) that employees approve the agreement by voting for it, the employer must obtain written agreement to the making of the request from each bargaining representative for the enterprise agreement that is an employee organisation.

after subsection 188(2), insert

Agreement of bargaining representatives that are employee organisations

(2A) *The FWC cannot be satisfied that an enterprise agreement to which section 180A applies has been genuinely agreed to by the employees covered by the agreement unless the FWC is satisfied that the employer complied with section 180A in relation to the agreement.*

13.2.1. MIAL does not support a requirement that each employer must obtain written consent from bargaining representatives that is an employee organisation. The consequence of a bargaining representative failing to give consent is that the FWC cannot find that an agreement has been genuinely agreed. In effect, an employee organisation who is the bargaining representative could withhold consent for an employer to request making an agreement, irrespective of the will of the employees covered by the agreement. Genuine agreement cannot be gauged by whether an employee organisation consents to employees being asked to vote on an enterprise agreement.

13.2.2. While MIAL welcomes the change whereby (according to the supplementary EM) "before issuing an intractable bargaining declaration, the FWC must be

satisfied that a prescribed minimum period of good faith bargaining has elapsed," it has been the experience of our members that the bar for satisfying good faith bargaining requirements is low, and we are concerned parties who do not genuinely wish to bargain will have little difficulty satisfying the criteria whatever it is set at.

13.2.3. MIAL notes the following comment from the supplementary EM and supports the position whereby bargaining parties who have elected to bargain for a single enterprise agreement specific to the needs of their enterprise cannot be compelled to bargain for another type of enterprise agreement

> *provide that employers and their employees are precluded from being compelled into an authorisation or single interest employer agreement where they have agreed to bargain for a proposed single enterprise agreement;*

13.2.4. It appears to us that the requirement to specifically state this demonstrates an unintended consequence of the Bill (that parties who had agreed to one course of bargaining could be compelled to abandon that in favour of another course that they did not necessarily agree to). Our concern is that the haste at which this Bills is being considered may result on other unintended (and as yet unidentified) consequences.

13.2.5. The supplementary EM reference the removal from the Bill of the provision related to protected industrial action being taken 3 months from the declaration of ballot results. MIAL understands that the effect of this is to reinstate existing timings around when protected industrial action may be taken, which is supported.

13.2.6. The supplementary EM (at page ii) advises a new power in relation to responding to an applications for a single interest employer agreement, that will

> "*give the FWC discretion to refuse to make an authorisation for a single interest employer agreement, vary an authorisation or vary an agreement to add an employer and their employees in prescribed circumstances (broadly, where there is a history of effective bargaining between the parties, the employer is bargaining in good faith and it has been less than six months since the nominal expiry date of a previous relevant enterprise agreement)";*

If parties have an effective history of bargaining and are bargaining in good faith with an only recently nominally expired agreement, the FWC should not be empowered to make an authorisation, not merely have the discretion to refuse to make one.

14. Other Matters

14.1. MIAL has by necessity focused on the areas in the Bill likely to directly affect members. A number of the other changes including those implementing the respect at work recommendations around sexual harassment at work), amending the objects of the Act, abolishing dedicated regulatory agencies (ABCC and ROC) and measures designed to improve pay equity are of no less importance and worthy of considered attention. However, unfortunately, the extremely short timeframe, combined with the complexity of the proposed changes (together with flagged sub amendments) has meant that MIAL has had to prioritise certain areas in its response.

14.2. MIAL would welcome the opportunity to be provided more time to engage in meaningful consultation on these issues and would recommend the afford stakeholders with adequate time to consult with their constituents to ensure the intent of the changes are properly captured and unintended consequences are avoided.