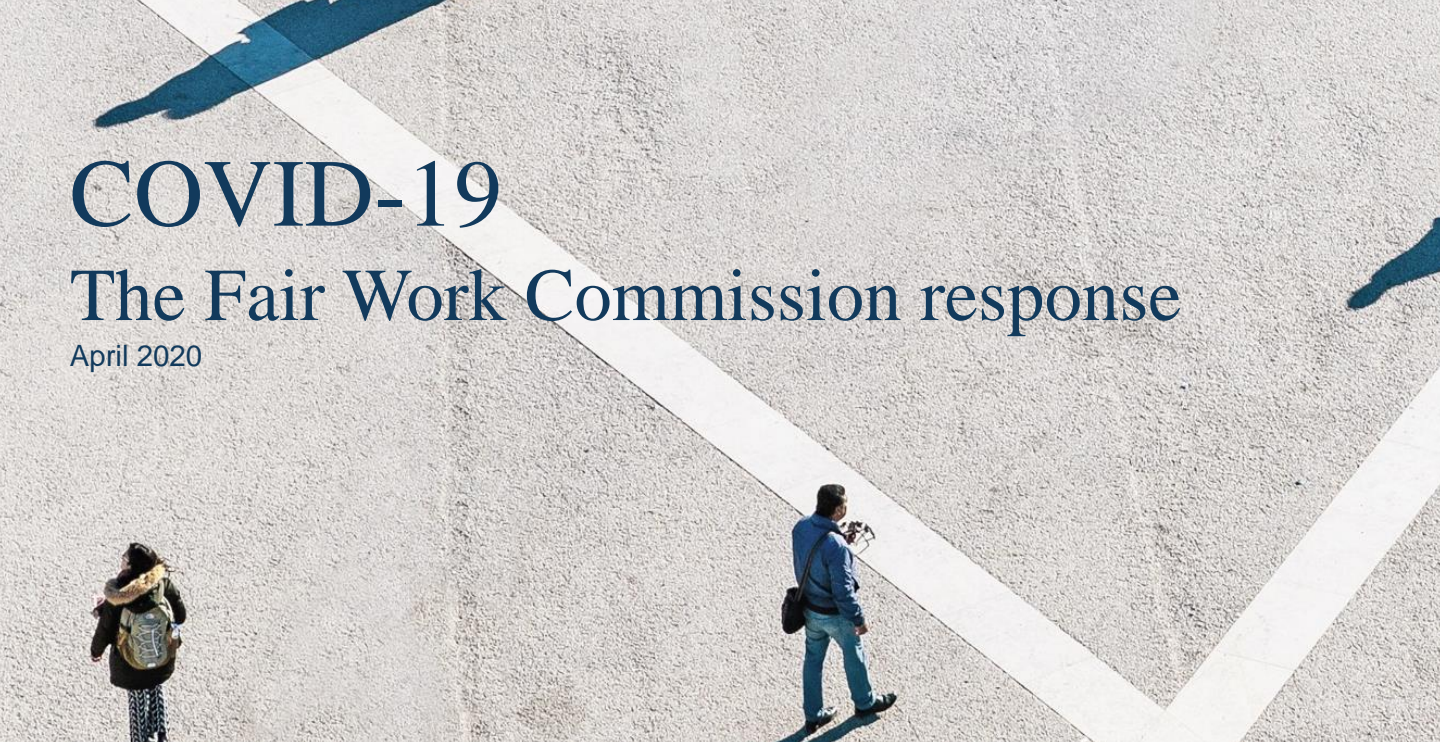


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The Fair Work Commission response

April 2020



This report examines the responses of the Fair Work Commission (**FWC**) to the economic consequences of the COVID-19 pandemic for employers and employees.

The measures taken by the FWC, thus far, are:

- Approving applications for the insertion of COVID-19 flexibility schedules in the following modern awards:
 - Clerks – Private Sector Award 2010 (**Clerks Award**)
 - Hospitality Industry (General) Award 2010 (**Hospitality Award**)
 - Restaurant Industry Award 2010 (**Restaurant Award**)
- Proposing urgent changes to 103 modern awards to provide for two weeks' unpaid 'pandemic leave' for millions of award-covered workers, and to provide employers and employees greater flexibility regarding leave entitlements.
- Approving the first application (by CVSG Electrical Construction) to vary an enterprise agreement to remove a wage increase due on 31 March 2020, and considering the impact of COVID-19 on enterprise bargaining.

This report also analyses the temporary laws passed by the New South Wales Parliament which will create greater flexibility for employers and workers to access long service leave in advance during the ongoing crisis.

1. Variation to Clerks Award

On 28 March 2020, a Full Bench of the FWC granted a joint application made by the Ai Group and Australian Chamber of Commerce and Industry (and supported by the Australian Services Union and the Australian Council of Trade Unions) to insert a COVID-19 flexibility schedule into the Clerks Award.

The determination introduces a series of special conditions as a new 'Schedule I' to the Clerks Award to assist employers and employees through this unprecedented crisis. The variations will operate until 30 June 2020, unless extended by application.

Employers with employees covered by the Clerks Award should take note of the following amendments:

Agreed reduction in ordinary hours

Under the newly-inserted Schedule I, employers may temporarily reduce the hours of work of permanent employees in the whole business or a section of the business to not less than 75% of their full-time ordinary hours, or agreed part-time hours, immediately prior to the temporary reduction. However, these temporary reductions may only be implemented with the approval of at least 75% of the affected full-time and part-time employees.

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How is employee agreement obtained?

The approval of employees is to be determined by a ballot of employees. For such a vote to be valid, the employer must:

- if any employee is a known member of a union, inform the union of the vote before the vote takes place;
- prior to the vote, provide the employees with the contact details of the Australian Services Union (**ASU**), should they wish to contact the ASU for advice;
- notify the FWC that the employer proposes to conduct a vote under Schedule I, and provide to the FWC the work email addresses of the employees who will be participating in the vote. The FWC will then distribute to the employees the ASU COVID-19 Information Sheet prior to the vote; and
- not hold the vote until at least 24 hours after the above requirements have been fulfilled.

Practical considerations

In circumstances where a reduction in hours is implemented, the employee's ordinary hourly rate will be maintained but the weekly wage will be reduced by the proportion of the reduction in hours.

All relevant accruals and all entitlements on termination of employment for such employees will continue to be based on their weekly ordinary hours of work prior to the commencement of Schedule I.

Employers cannot unreasonably refuse a request from an employee whose hours have been reduced to engage in reasonable secondary work, and must consider reasonable requests for training, professional development and/or study leave.

Notwithstanding the changes in Schedule I, employers may still reach an agreement in writing with an employee to reduce the employee's hours or to move the employee temporarily from full-time to part-time hours of work, with a commensurate reduction in the employee's weekly wage.

Employee leave entitlements

Schedule I provides employers with increased flexibility regarding leave entitlements. An employer and employee can agree to take up to twice as much annual leave at a proportionately reduced rate for all, or part of, any agreed or directed period away from work, including any close-down.

Further, employers can direct an employee to take annual leave (including for a close-down) on giving at least one week's notice, unless a shorter notice period has been agreed with the employee. In the case of a close-down, employees are entitled to unpaid leave where they do not have enough accrued leave to cover the full period.

In the case of a direction other than for a close-down, employers must:

- consider the employee's personal circumstances; and
- ensure the direction does not result in the employee having less than two weeks accrued annual leave remaining.

Span of hours

To provide greater flexibility for employees working from home, an employee can, by agreement with their employer, change their span of hours to allow them to work between:

- 6am and 11pm, Monday to Friday; and
- 7am and 12.30pm, Saturday.

This flexibility is applicable in circumstances where an employee requests to change their span of hours and the employer agrees to do so. Employers do not need the agreement of a majority of their employees to implement such a change.

Schedule I clarifies that day workers are not considered shift workers for the purposes of any penalties, loadings or allowances under the Clerks Award while the Schedule is in force.

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Operational flexibility

Under Schedule I, employers can direct employees to perform any duties that are within their skill and competency regardless of their ordinary classification with no reduction in the employee's pay, provided that:

- the duties are safe; and
- the employee has the necessary licenses and qualifications to perform them.

Engagement of part-time and casual employees

Where part-time and casual employees are working from home by agreement with their employer:

- part-time employees can have their minimum engagement reduced from three consecutive hours per shift to two; and
- casual employees must be paid for a minimum of two hours' work per shift (rather than three).

2. Variations to Hospitality Award and Restaurant Award

On 24 March 2020, the FWC granted a joint Australian Hotels Association and United Workers Union application to insert a COVID-19 flexibility schedule in the Hospitality Award, which will operate from 24 March 2020 until 30 June 2020, with an extension possible upon application.

Subsequently, on 31 March 2020, the FWC granted an application to insert a COVID-19 flexibility schedule in the Restaurant Award, filed by the Restaurant & Catering Industry Association of Australia with the support of the United Workers Union and the Australian Council of Trade Unions, which will operate from 31 March 2020 until 30 June 2020, with an extension possible upon application.

The amendments implemented by the newly-inserted flexibility schedules in both awards are closely aligned to each other (with the Restaurant Award also providing for a close down). Employers with employees covered by these awards should take note of the following amendments:

Flexibility regarding Award classifications

Employees may be directed to perform duties outside the scope of their classification under the relevant award, subject to:

- the duties being within their competency;
- the duties being safe; and
- the requisite payment being made where the duties are considered 'higher duties' under the award.

Reduction in hours of work

An employer may direct:

- a full-time employee to work an average of between 22.8 and 38 ordinary hours per week, with payment made on a pro-rata basis.
- a part-time employee to work an average of between 60% and 100% of their guaranteed hours per week, or per roster cycle.

Employers who direct employees to work reduced hours under this amendment should note that:

- an employee directed to work fewer hours under these amendments will continue to accrue annual and personal leave based on the employee's ordinary hours of work prior to the commencement of the relevant Schedule; and
- they must consult with affected employees before implementing a reduction in hours (and the United Workers Union where an affected employee is a member) and provide employees with as much notice as practicable.

Leave entitlements

Employers may direct employees to take annual leave with 24 hours' notice, subject to consideration of an employee's personal circumstances. Employees who take annual or personal leave will be paid leave based on their ordinary hours of work prior to the commencement of the relevant Schedule.

These amendments do not prevent an employer and employee reaching an agreement in relation to the employee taking annual leave. During the operation of the Schedule, the agreement may be for an employee to take twice as much leave at half the rate of pay for the period of annual leave.

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Leave during close down (Restaurant Award only)

The newly-inserted Schedule to the Restaurant Award provides that an employer may require an employee to take annual leave as part of a close-down of its operations, or part of its operations, by giving at least one week's notice, or any shorter period of notice that may be agreed. Employees are entitled to unpaid leave in these circumstances if they do not have enough accrued leave to cover the full period.

3. Proposed variations to modern awards at the initiative of the FWC

In addition to the above modern award variations, which were implemented following applications, the FWC has also moved on its own initiative to vary 103 modern awards by introducing two weeks' unpaid pandemic leave and the capacity for an employee to take up to twice as much annual leave at half pay. The FWC considers these changes will benefit millions of award-covered employees and mitigate against potential job losses during the COVID-19 outbreak.

On 1 April 2020, the Full Bench issued a statement outlining its provisional views of variations under section 157(3) of the *Fair Work Act 2009* (Cth) (**FW Act**). This proposes inserting a 'Schedule X – Additional measures' into the designated modern awards. In selecting which modern awards will be affected by this initial amendment, the Full Bench relied on the expert report of Jeff Borland, Professor of Economics at the University of Melbourne.

The FWC envisages that the variation of modern awards to include the proposed Schedule X will occur in more than one phase. The proposed initial variations will cover 103 awards in what is known as 'phase 1' (full list contained in **Annexure A**), with the notable exception of construction awards, maritime sector awards, and mining and resource sector awards. These awards are not, at this stage, covered by the proposed variations as the respective businesses have not, in the assessment of Professor Borland, been as significantly impacted by COVID-19 to date as those covered by the proposal.

As with the recently-implemented modern award

variations discussed above, the proposed variations would provisionally be in place until 30 June 2020. However, the proposal does not preclude other applications to vary modern awards and encourages parties to discuss consent applications, such as those listed above.

Pandemic leave

The Full Bench stated that it had identified a 'regulatory gap' exposed by the many business close-downs or partial close-downs which had the effect of many employees' losing their jobs; been stood down; taking or being required to take paid or unpaid leave; working reduced hours or working from home.

In seeking to address this gap for employees to whom awards apply, the FWC proposes providing an entitlement to unpaid 'pandemic leave' if employees are required to self-isolate or are otherwise prevented from attending work by measures taken by government or medical authorities in response to COVID-19.

How will 'pandemic leave' work?

The statement by the Full Bench outlines that the proposed unpaid pandemic leave would:

- be available in full immediately, rather than accruing progressively during a year of service;
- only be available until 30 June 2020 unless extended;
- be available to full-time, part-time and casual employees (not pro-rated);
- constitute a 'workplace right' for the purposes of the general protections under the FW Act; and
- be available to employees who had not yet exhausted their paid leave entitlements.

Practical considerations

Whilst, practically speaking, many award-covered employees will access any available paid leave entitlements before utilising an entitlement to unpaid pandemic leave, the proposals do not mandate such an approach, as doing so would introduce an additional degree of complexity into the proposed Award term. In this regard, the approach taken is similar to that in relation to unpaid domestic violence leave.

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The FWC has acknowledged that employers and commentators may view the proposed unpaid pandemic leave as a minimalist measure. In response, the statement from the Full Bench states that the proposed term is *“intended to provide a quick response to the current crisis and, in our view, the limited measure we propose is likely to attract broader support.”*

The Full Bench is seeking submissions on its provisional views by no later than 6 April 2020.

Flexibility surrounding annual leave

The Full Bench has also proposed a new model term providing additional flexibility in relation to annual leave, which states that an employer and employee can agree to take up to twice as much annual leave at half the rate of pay. This is a similar provision to that referred to in the Clerks, Hospitality and Restaurant Awards.

Why not enable employers to direct employees to take leave?

The Full Bench statement outlined that they had adopted a more limited approach at this stage (as opposed to allowing employers to direct employees to take annual leave) in order to provide a quick response to the current crisis and in an effort to attract broad support for the measures proposed.

The FWC also observed that most awards which provide for part-time employment allow for changes in the hours of part-time employees by agreement. Also, in most modern awards there is no impediment to an employee reaching an agreement with their employer to move from full-time to part-time employment.

The Full Bench stated its opinion that such matters are best addressed by discussions between the industrial parties and variations of modern awards on consent. In this regard, it confirmed that it will continue to expedite the determination of such applications.

4. Further variation applications forthcoming?

Although only the Clerks, Hospitality and Restaurant Awards have been the subject of

variation applications to date, it is likely that similar applications relating to other modern awards will be forthcoming.

Which awards will be next?

On 26 March 2020, the Australian Bureau of Statistics released its report into the business impacts of COVID-19, which is cited extensively in the Full Bench’s statement on modern award variations. This report determined that adverse effects resulting from the pandemic were most prevalent within the accommodation and food services industry, with a relatively high proportion of businesses within retail trade, wholesale trade, information media and telecommunications industries also reporting adverse effects.

In addition, Professor Borland’s report, which was relied upon by the FWC in compiling the statement, contained an assessment of the industries most likely to experience decreases in employment as an immediate consequence of COVID-19. These industries were divided into the following categories:

- First category - industries where there has been a decrease in labour demand due to government restrictions; and
- Second category - industries affected by a decrease in labour demand due to households reducing their spending.

Based on these categories, Professor Borland nominated a set of modern awards to prioritise for the provision of additional flexibility given the number of workers affected:

- From the first category of industries: *Restaurant Industry Award 2010, Fast Food Industry Award 2010, and Hospitality Industry (General) Award 2010*; and
- From the second category: *General Retail Industry Award 2010, and Vehicle Manufacturing, Repair, Services and Retail Award 2010*.

Accordingly, noting that two of the first category have now been varied, it appears likely that variation applications in the remaining awards in the first and second categories will shortly follow.

5. Variations to enterprise agreements

Whilst the FWC's initial responses to the COVID-19 pandemic primarily involved award variations following a consent application by employers and unions, on 31 March 2020 it published a fact sheet recognising that parties were considering applying to vary existing enterprise agreements in response to COVID-19. The first such application, discussed below, was approved on 2 April 2020.

The requirements for varying an agreement are similar to those for approving a new agreement, including that the agreement as varied must pass the better off overall test (the **BOOT**).

First approved variation – CVSG Electrical

On 2 April 2020, a Full Bench of the FWC approved the first COVID-19 related application to vary an enterprise agreement to void an employer's obligation to provide employees with a 3% wage rise payable under the agreement. The effect of the variation was to remove the last of the pay increases contained in the agreement, and removed the 2020 rates of pay from a schedule of wage rates. The variation proposed by CVSG Electrical was approved by the 65 employees covered by the agreement.

In opposing the application, the Communications, Electrical and Plumbing Union of Australia (**CEPU**) argued that, because the ballot had occurred before the announcement of the JobKeeper initiative providing wage subsidies to eligible employers of \$1,500 a fortnight per employee, the FWC could not be satisfied the variation had been genuinely agreed by the employees. It was the CEPU's position that the JobKeeper initiative would sufficiently alleviate the financial effects of COVID-19 such that the rationale for removing the 2020 wage increase from the agreement no longer existed.

Decision of the FWC

The variations were approved, with the Full Bench noting that:

- the question of whether employees genuinely agreed to an agreement or its variation must be considered at the time they gave their

agreement, taking into account the circumstances at that time;

- it was not yet certain if CVSG would be eligible for JobKeeper payments;
- The financial pressures on CVSG were such that it was not clear to what extent the JobKeeper payments would remedy the situation; and
- the JobKeeper payments provided relief for six months, whereas the pay scale increase was a 12-month commitment.

BOOT

The Full Bench stated that the varied agreement would pass the BOOT, as it provides pay and conditions in excess of those contained in the *Electrical, Electronic and Communications Contracting Award 2010* (**Electrical Award**).

Notwithstanding the effect of the variation to withhold pay increases due under the agreement, the FWC stated that it remained the case that the rates of pay, which are rolled up rates, are substantially higher than the corresponding rates of pay for which provision is made under the Electrical Award.

The Full Bench decision took into account award allowances excluded from the agreement, but decided that the amended agreement would pass the BOOT, apart from an issue relating to part-time employment which was addressed by an undertaking.

Implications for employers

This decision indicates that, as foreshadowed by the fact sheet released by the FWC, the Full Bench is prepared to consider and expedite applications to vary enterprise agreements in circumstances where doing so would provide additional flexibility to help address the impact of the COVID-19 pandemic.

While CVSG's application was submitted prior to the announcement of the JobKeeper initiative, this was only relevant to the argument that the employees had not 'genuinely agreed' to the variation. This may be a factor that influences employee support for a proposal to vary an agreement.

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CVSG confirmed in a statement following the decision that, if they were eligible to receive the JobKeeper payment, they would be able to pay the affected employees the scheduled increase under the enterprise agreement, including back pay, and that they had committed to FWC to do so, during the hearing.

Electrical Trades Union Queensland has expressed its disagreement with the Full Bench decision, and stated that the approval of the CVSG application set a precedent for other employers seeking to vary an agreement to skip making scheduled pay increases. It is worth remembering, however, this was a variation that was agreed by a majority of employees.

How will the variation process work in practice?

Any variation to an enterprise agreement must be approved by the majority of employees covered by the agreement who vote on the variation.

Before employees vote to vary their agreement, the employer must take many of the same steps as required to make a new enterprise agreement. This includes that the employees must have been given access to a copy of the variation for seven days prior to voting.

An application to approve the variation must be lodged within 14 days of the vote using the relevant form. During the COVID-19 pandemic, the FWC may consider waiving the requirement for an application to be accompanied by a properly witnessed statutory declaration.

The FWC has established an email account for urgent applications to deal with the consequences of COVID-19 such as applications to vary enterprise agreements or other instruments. The email address for these applications is COVID19Applications@fwc.gov.au.

What if the varied agreement does not pass the BOOT?

The FW Act allows for the approval of an agreement that does not pass the BOOT if, because of exceptional circumstances, approval of the agreement would not be contrary to the public interest. An example of a case in which the FWC may be satisfied exceptional circumstances exist is where the agreement is part of a reasonable strategy to deal with a short-term crisis in, and to assist in the revival of, the enterprise of an employer covered by the agreement. It remains

untested whether the 'exceptional circumstances' provisions also apply to variations to agreements.

Can individual flexibility arrangements be used instead of varying enterprise agreements?

Enterprise agreements must provide for individual flexibility arrangements (IFAs) to be made. An IFA is a written agreement used by an employer and employee to change the effect of certain clauses in the enterprise agreement. IFAs can be used to make alternative arrangements that suit the needs of the employer and an employee.

Depending upon what changes the enterprise agreement allows an IFA to make, this might include changes to regular rosters and working hours. However, an IFA must leave the employee better off overall than they would be under the agreement. Consequently, an IFA is likely to be less effective than varying an enterprise agreement as a way of dealing with the impact of COVID-19 in the workplace.

Impact of COVID-19 on enterprise bargaining

The practical impact of COVID-19 extends to the process of enterprise bargaining itself, particularly due to the current Federal Government restrictions. As a result of these restrictions, for example, traditional enterprise bargaining processes involving face-to-face meetings are no longer feasible. The FWC has considered the impact of COVID-19 on bargaining in two decisions, both issued 2 April 2020, which involved unions seeking bargaining orders in circumstances where employers attempted to put agreements which had been rejected by employees to a second vote, rather than continue the bargaining process.

Bargaining order not granted

In the first decision, (*s.229 - Application for a bargaining order - United Workers' Union v BPL Adelaide Pty Limited* - [2020] FWC 1788 - Clancy DP), the FWC acknowledged the practical difficulties for employers and other bargaining representatives created by the restrictions. The case involved an ongoing bargaining process, in which the employer determined that a proposed bargaining meeting with the United Workers Union (UWU) could not be held in person due to the COVID-19 restrictions.

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The numbers of those who voted at the failed first vote had also previously been impacted by COVID-19. The UWU suggested that either:

- the bargaining process continue via video conferencing (although the UWU noted the practical difficulties associated with this); or
- the negotiations be put on hold for six months (to be reviewed monthly), and the employer agree to provide the pay increase that was proposed for the first year of the new agreement 'as a gesture in good faith'.

The employer rejected these options and decided instead to move to a second vote, in order to "minimise further delay in providing employees with a wage increase". The UWU objected to what it considered to be a unilateral cessation of the negotiations in circumstances where there was no impasse, and applied to the FWC for a bargaining order to stop the proposed vote.

In dismissing the application, the FWC specifically acknowledged the "changed circumstances" in which the parties found themselves after almost six months of the bargaining process. It was held that the employer had genuinely considered the UWU's proposals but opted for a different approach that was consistent with its overall position since the commencement of the bargaining process.

In concluding that the employer's decision to move to a second vote was not unreasonable, the FWC had regard to the difficulties that could be expected in organising meetings remotely, the absence of numerous employees at the time of the first vote, and relative closeness of the result of the first vote.

Bargaining order granted

In the second decision, (*s.229 - Application for a bargaining order - Australian Municipal, Administrative, Clerical and Services Union v Mater Misericordiae Limited T/A Mater Group* - [2020] FWC 1787 – Commissioner Simpson), an employer's decision to proceed to ballot without affording the union an opportunity to put further proposals was held to be capricious (i.e. a sudden and unaccountable change of behaviour) and in breach of the good faith bargaining requirements.

In this case, the first vote to approve an enterprise agreement was defeated by 64% to 36%. The relevant unions submitted that the employer had given no indication throughout the process

(following the first vote) that it believed bargaining was at an end and had, in fact, indicated that there was 'room to move' on some key issues in the proposed agreement.

The unions further submitted that at no point did the employer state that it intended to put the proposed agreement out to further ballot, and they only discovered that the employer was doing so when its communication to employees was forwarded through by delegates. The unions submitted that the employer had advised that it had put the vote out because of COVID-19, however there had been no opportunity given to the unions to consider the changed circumstances and, instead, the employer decided to go to vote itself.

The employer submitted that there was no evidence that any other new proposals were made by the unions in the period from the last meeting to the commencement of the access period for the second ballot. It further submitted that the reasonableness of granting a bargaining order should be assessed in light of the COVID-19 pandemic.

The FWC determined that the evidence was clear that there was no suggestion that the employer considered the parties to be at impasse or the employer intended to put the proposed agreement out for another vote. In the circumstances, it was reasonable for the unions to believe that it had time to confer and put further proposals on all the issues identified by the employer.

The FWC further held there was a reasonable basis to infer from the evidence that the decision to go to ballot was motivated by a combination of factors, including "*the onset of the coronavirus pandemic which presumably it was thought may lead some employees to vote yes for a proposal they had only recently rejected*".

The FWC was satisfied that the employer's decision to proceed to ballot without affording the unions an opportunity to put further proposals in all of the circumstances was capricious or unfair conduct that undermined collective bargaining in all of the particular circumstances of the case, and granted bargaining orders requiring that the second ballot be delayed for at least 21 days.

Practical considerations

These decisions demonstrate that the FWC is aware of the impact of COVID-19 on the

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enterprise bargaining process. The first decision, from Melbourne, shows that the FWC is willing, where appropriate, to assist employers in their dealings with unions during these challenging times. However, the second decision, from Brisbane, demonstrates that even in these unprecedented times, caution needs to be exercised by an employer seeking to expedite the process of obtaining agreement with employees.

In circumstances where an ongoing bargaining process is disrupted by the COVID-19 restrictions, we are seeing varied approaches from the bargaining representatives. In some cases, unions are seeking to delay the negotiations while also seeking wage increases included in the proposed agreement in the interim. Whilst the delay in negotiations may leave an employer more vulnerable to protected industrial action (at least theoretically), it also opens up the prospect of exploring short-term variation of an existing agreement (as discussed above) and progressing the bargaining process on this basis.

In other cases, we are seeing employers in particular, keen to press ahead with negotiations so as to obtain some certainty in this uncertain period.

Recent FWC decisions indicate that, irrespective of the approach adopted, decisions affecting bargaining can be challenged, and so need to be open and rational. COVID-19 will often be the reason for urgent and decisive decision making – however, beware of the good faith bargaining requirements.

6. Variations to Long Service Leave Act 1955 (NSW)

On 25 March 2020, the NSW Parliament passed the *Treasury Legislation Amendment (COVID-19) Act 2020 (NSW) (Amendment Act)* which amends the *Long Service Leave Act 1955 (NSW) (LSL Act)*

Under the previous iteration of the LSL Act, an employer and worker were able to agree for a worker to take a minimum of one month of long service leave, when the worker became entitled to it. An employer was required to give the worker one-month's notice regarding long service leave.

The recent amendments to the LSL Act create

greater flexibility for employers and employees to access leave during the COVID-19 crisis. The Amendment Act inserts section 15A into the LSL Act to allow employees to take their accrued leave in shorter blocks, such as one day per week, and without the traditional one-month notice period, by agreement with their employer.

There are several ways this may work in practice, for example by agreement the worker may decide to work three days and take two days long service leave in a particular week.

These amendments to the LSL Act will be in force for at least six months, from 25 March 2020. Given the uncertainty over how long the measures in place due to COVID-19 will persist, Parliament has incorporated an option for the amendments to apply for a further six months (for a total of 12 months).

This added flexibility has the potential to be very important, during a time when businesses are looking at every option to minimise job losses.

7. Resources

- [Full Bench determination to vary Clerks Award](#)
- [Full Bench determination to vary Restaurant Award](#)
- [Full Bench determination to vary Hospitality Award](#)
- [Full Bench Statement - Variation of awards on the initiative of the Commission](#)
- [Statement of the President of the Fair Work Commission regarding FWC responses to COVID-19](#)
- [s.229 - Application for a bargaining order - United Workers' Union v BPL Adelaide Pty Limited - \[2020\] FWC 1788](#)
- [s.229 - Application for a bargaining order - Australian Municipal, Administrative, Clerical and Services Union v Mater Misericordiae Limited T/A Mater Group - \[2020\] FWC 1787](#)

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Annexure A: ‘Phase 1’ Modern Awards Covered by Proposed Variations

Aboriginal Community Controlled Health Services Award 2010	Educational Services (Schools) General Staff Award 2010
Aged Care Award 2010	Educational Services (Teachers) Award 2010
Air Pilots Award 2010	Electrical, Electronic and Communications Contracting Award 2010
Aircraft Cabin Crew Award 2010	Electrical Power Industry Award 2020
Airline Operations-Ground Staff Award 2010	Fast Food Industry Award 2010
Airport Employees Award 2010	Fire Fighting Industry Award 2010
Alpine Resorts Award 2010	Fitness Industry Award 2010
Aluminium Industry Award 2020	Food, Beverage and Tobacco Manufacturing Award 2010
Ambulance and Patient Transport Industry Award 2020	Funeral Industry Award 2010
Amusement, Events and Recreation Award 2010	Gardening and Landscaping Services Award 2020
Animal Care and Veterinary Services Award 2020	General Retail Industry Award 2010
Aquaculture Industry Award 2020	Graphic Arts, Printing and Publishing Award 2010
Architects Award 2010	Hair and Beauty Industry Award 2010
Asphalt Industry Award 2010	Health Professionals and Support Services Award 2010
Banking, Finance and Insurance Award 2020	Higher Education Industry-Academic Staff-Award 2010
Book Industry Award 2020	Higher Education Industry-General Staff-Award 2010
Broadcasting, Recorded Entertainment and Cinemas Award 2010	Horse and Greyhound Training Award 2010
Business Equipment Award 2010	Horticulture Award 2010
Car Parking Award 2020	Hospitality Industry (General) Award 2010
Cement, Lime and Quarrying Award 2010	Journalists Published Media Award 2010
Cemetery Industry Award 2020	Labour Market Assistance Industry Award 2010
Children’s Services Award 2010	Legal Services Award 2020
Cleaning Services Award 2010	Live Performance Award 2010
Clerks - Private Sector Award 2010	Local Government Industry Award 2010
Commercial Sales Award 2010	Mannequins and Models Award 2010
Concrete Products Award 2010	Manufacturing and Associated Industries and Occupations Award 2010
Contract Call Centres Award 2010	Marine Tourism and Charter Vessels Award 2010
Corrections and Detention (Private Sector) Award 2020	Market and Social Research Award 2020
Cotton Ginning Award 2020	Meat Industry Award 2010
Dry Cleaning and Laundry Industry Award 2010	
Educational Services (Post-Secondary Education) Award 2010	

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Medical Practitioners Award 2020	Salt Industry Award 2010
Miscellaneous Award 2010	Seafood Processing Award 2020
Nursery Award 2020	Security Services Industry Award 2010
Nurses Award 2010	Silviculture Award 2020
Passenger Vehicle Transportation Award 2010	Social, Community, Home Care and Disability Services Industry Award 2010
Pastoral Award 2010	Sporting Organisations Award 2020
Pest Control Industry Award 2010	State Government Agencies Award 2020
Pharmaceutical Industry Award 2010	Storage Services and Wholesale Award 2010
Pharmacy Industry Award 2010	Sugar Industry Award 2010
Plumbing and Fire Sprinklers Award 2010	Supported Employment Services Award 2010
Poultry Processing Award 2010	Surveying Award 2020
Premixed Concrete Award 2020	Telecommunications Services Award 2010
Professional Diving Industry (Recreational) Award 2010	Textile, Clothing, Footwear and Associated Industries Award 2010
Professional Employees Award 2010	Timber Industry Award 2010
Racing Clubs Events Award 2010	Transport (Cash in Transit) Award 2010
Racing Industry Ground Maintenance Award 2020	Travelling Shows Award 2020
Rail Industry Award 2010	Vehicle Manufacturing, Repair, Services and Retail Award 2010
Real Estate Industry Award 2020	Waste Management Award 2010
Registered and Licensed Clubs Award 2010	Water Industry Award 2020
Restaurant Industry Award 2010	Wine Industry Award 2010
Road Transport (Long Distance Operations) Award 2010	Wool Storage, Sampling and Testing Award 2010
Road Transport and Distribution Award 2010	

Annexure A: 'Phase 1' Modern Awards Not Covered by Proposed Variations

Building and Construction General On-site Award 2010	Stevedoring Industry Award 2010
Joinery and Building Trades Award 2010	Black Coal Mining Industry Award 2010
Mobile Crane Hiring Award 2010	Gas Industry Award 2010
Coal Export Terminals Award 2020	Hydrocarbons Field Geologists Award 2010
Dredging Industry Award 2010	Hydrocarbons Industry (Upstream) Award 2020
Marine Towage Award 2010	Maritime Offshore Oil and Gas Award 2010
Port Authorities Award 2020	Mining Industry Award 2010
Ports, Harbours and Enclosed Water Vessels Award 2010	Oil Refining and Manufacturing Award 2020
Seagoing Industry Award 2010	Professional Diving Industry (Industrial) Award 2010