[2024] FWC 1646 [Note: An appeal pursuant to s.604 (C2024/4330) was lodged against this decision - refer to Full Bench decision dated 13 September 2024 [[2024] FWCFB 370] for result of appeal.]

DECISION

Fair Work Act 2009
s.240 - Application to deal with a bargaining dispute

Construction, Forestry and Maritime Employees Union
v
Qube Ports Pty Ltd T/A Qube Ports
(B2024/690)

DEPUTY PRESIDENT SLEVIN | SYDNEY, 24 JUNE 2024

Jurisdictional Objection – whether there is a dispute "about the agreement" – whether the bargaining representatives are "unable to resolve the dispute". Objection dismissed.

[1] This is an application by the Construction, Forestry and Maritime Employees Union Maritime Union of Australia Division (**MUA**) under s. 240 of the *Fair Work Act 2009* for the Commission to deal with a dispute that has arisen in bargaining for enterprise agreements which are intended to apply to employees of Qube Ports Pty Limited (**Qube**). Qube contends that the Commission has no jurisdiction to deal with the dispute. This decision deals with that contention.

[2] For the reasons that follow I find that the Commission does have jurisdiction to deal with the dispute. The conference set down for the day on 26 June 2024 will proceed and the parties are directed to provide draft agendas for the conference by midday 25 June 2024.

Background

[3] Qube provided a witness statement of Danial Ortiz, General Manager Industrial Relations dated 14 June 2024. The following background is taken from that statement.

[4] There are 19 enterprise agreements that cover and apply to Qube and its employees engaged to perform stevedoring functions at port facilities across Australia. Those agreements have two parts. Part A contains terms and conditions that are common across all the agreements. Part B contains terms and conditions that are specific to each port. Where there is inconsistency between a term in Part A and a term in Part B the term in Part B applies. The nominal expiry date for 18 of the agreements is 30 June 2024. The other agreement has a nominal expiry date of 30 June 2020.

[5] On 21 March 2024, Qube initiated bargaining for agreements to replace the 19 agreements by issuing separate notices of employee representational rights at each of the ports. The notices were issued in accordance with s. 173. The notices informed the employees of the

right to be represented by a bargaining representative. The MUA is a bargaining representative for each of the agreements. The issuing of the notices means for the purposes of s. 173(2) Qube has agreed to bargain, or initiated bargaining, for the agreements.

[6] On 26 March 2024 Qube emailed the MUA attaching a meeting schedule for a series of first-round bargaining meetings at each of the ports. The purpose of the meetings was to discuss port-specific terms and conditions. The email included the following:

> *As I indicated in our conversation this morning these are all stand alone agreements and for that reason it is our intent to engage at each location with the bargaining committee for that port. I feel this is the most efficient way to understand claims for each location and to progress the negotiations. At this stage I am unaware of the MUA attendees at each or how you intend to approach each meeting but if you can inform me of the attendees/approach for each location I will ensure communication is shared with relevant people in a timely manner.*

[7] On 4 April 2024, the MUA responded stating in part:

> *We seek to commence bargaining for agreements to replace the current agreements with discussion of the Part A to apply in each of the replacement agreements. This will involve the exchange of a Log of Claims to be included in Part A of each of the replacement agreements. To that end, I also attach our Part A Log of Claims. Please note in particular the proposed new rates of pay set out in that Log of Claims.*
>
> *We note you have proposed a series of meetings to occur in each port and we confirm we will attend some of those meetings without resiling from our position that Part A negotiations ought to occur first before moving to site by site negotiations…*

[8] The letter went on to set out the dates the union was available to meet at some ports, indicated dates on the availability to meet at other ports would be forthcoming, and requested clarification of the company's availability to meet at those other ports. The letter concluded by informing Qube of the composition of the MUA bargaining committee for Part A meetings, requesting that Qube provide the composition of its Part A negotiating committee, and asking when negotiations on Part A could commence.

[9] Mr Ortiz's statement included a schedule of the first round meetings that had either occurred or were planned for each of the proposed agreements. It was as follows:

22/04/2024	10:00am	Qube Ports P/L Port of Portland 2024
23/04/2024	10:00am	Qube Ports P/L Port of Adelaide 2024
30/04/2024	10:00am	Qube Ports P/L Port of Brisbane 2024
1/05/2024	10:30am	Qube Ports P/L Port of Newcastle 2024
2/05/2024	10:00am	Qube Ports P/L Sydney Harbour 2024
3/05/2024	10:00am	Qube Ports P/L Port of Port Kembla 2024
13/05/2024	10:00am	Qube Ports P/L Port of Melbourne 2024
14/05/2024	10:30am	Qube Ports P/L Port of Tasmania 2024
15/05/2024	09:00am	Qube Ports P/L TT Line Tasmania 2024
16/05/2024	10:00am	Qube Ports P/L TT Line Geelong 2024

29/05/2024	10:00am	Qube Ports P/L Port of Dampier 2024
30/05/2024	10:00am	Qube Ports P/L Port of Port Hedland 2024
4/06/2024	10:00am	Qube Ports P/L Port of Fremantle 2024
5/06/2024	10:00am	Qube Ports P/L Port of Bunbury 2024
6/06/2024	10:00am	Qube Ports P/L Port of Geraldton 2024
12/06/2024	10:00am	Qube Ports P/L Port of Darwin 2024
20/06/2024	8:00am	Qube Ports P/L Port of Whyalla 2024
20/06/2024	1:00pm	Qube Ports P/L Outports SA 2024

[10] On 25 May 2024, the MUA filed the current application. The application came after 10 of the 19 first round meetings had been held. At each of those meetings the MUA tabled its Part A claims. At each of the meetings the MUA's position was to not discuss port specific claims and press the Part A claims stating that those claims were relevant on both a national basis and on a port specific basis.

[11] Mr Ortiz's statement asserts that on 31 May 2024 the MUA sent a revised version of its Part A log of claims and a selection of proposed draft proposed clauses. Mr Ortiz complains that the MUA has not provided detailed explanations of its claims and has not provided specifics of how each claim applies at each port. Qube also has concerns about some of the claims and sought further explanation from the MUA about those. Mr Ortiz also complains that the MUA has not provided draft clauses for some of its claims.

[12] As to Part B claims, Mr Ortiz raises in his statement that the MUA has not provided all of those claims. He provided by way of example an email from the MUA Organiser in Western Australia which stated that the Geraldton bargaining representatives would submit their Part B claims following the outcome of the Part A claims.

[13] Mr Ortiz described in broad terms the position that Qube is taking to some of the claims being made by the MUA. He emphasised that Qube's bargaining team is considering whether each claim is appropriate based on the conditions at each port.

[14] On 12 June 2024, Qube wrote to the bargaining representatives for each of the 13 ports at which bargaining meetings had been held. The letter set out Qube's concerns that the MUA's claims at each port were identical, the MUA had not explained the claims, and it had not provided draft clauses on a number of claims. The letter requested that to progress bargaining the MUA provide information in a response to a number of requests contained in a summary Qube had prepared of the claims. The letter refers to an email of 31 May 2024 in which the MUA had asserted that the bargaining was "completely inefficient, unduly expensive and time consuming and has failed to achieve any real progress". The letter responds to that assertion by stating that any issues with the current bargaining are the MUA's fault as it persists in tabling the same log of claims regardless of the relevance of those claims to each port. Attached to the letter is a table referring to each of the MUA claims The table sets out whether the MUA had explained the claim, whether a draft clause had been provided, and describes the information provided by the MUA relevant to the claim.

[15] Mr Ortiz also provided a copy of an email sent from the MUA to employees dated 12 June 2024 which set out the concerns the MUA has about the way Qube is conducting

bargaining. The tenor of that email is that the MUA believes that Qube is frustrating and delaying the bargaining process. The email includes the following statement:

> *Effectively we have had 15 identical meetings, outlining the same claims repeatedly while Qube rejects every claim in parrot like fashion in a sham bargaining exercise, designed only to draw the process out and not reach agreement.*

The Application

[16] The MUA has filed an application pursuant to s.240 of the Act seeking assistance from the Commission to deal with a bargaining dispute. The application identified the dispute as follows:

1. The MUA notes the composition of the current agreements and, in particular, the commonality of those agreements as a consequence of the structure of those agreements. The MUA further notes the parties propose the same structure for the new, prospective agreements.

2. The MUA contends the current "port-by-port" method of bargaining is inefficient and expensive and is essentially duplicating the same discussions over and over again.

3. The MUA seeks the bargaining proceed by way of a meeting of the MUA Bargaining Committee and Qube meeting to discuss and resolve part A for each of the proposed agreements before moving to port-by-port meetings for part B discussions. Qube refuse to meet to resolve part A and insist on individual meetings in each port.

[17] The application was listed for conference on 3 June 2024. Qube raised its jurisdictional objection at the commencement of the conference. The issue was not dealt with at that time and the Commission proceeded into private conference. The outcome of the conference was that the port by port meetings, which had only progressed in around half of the ports, continue and that a further conference be convened on 26 June 2024. Qube reserved its right to press its jurisdictional objection and a timetable was agreed should it wish to do so. Qube presses that objection.

The Objection

[18] Qube contends that the Commission does not have jurisdiction to deal with the dispute because properly characterised, it is not a dispute "*about the agreement*"; and in any case, it is not "*unable to be resolved*" by the bargaining representatives.

[19] By its first complaint, Qube takes no issue that there is a dispute, it contends that for the purposes of s. 240 the dispute is not "about the agreement". It contends that the dispute identified in the MUA's application is about the bargaining process and how the bargaining representatives are meeting and engaging with each other in relation to the 19 port-based agreements. Qube submits that as the dispute is one of process, rather than the substance, or content of an agreement it is not "about the agreement".

[20] The second complaint asserts that the MUA has not established that the bargaining representatives are unable to resolve the dispute.

Consideration

[21] Qube's first objection requires a consideration of whether the dispute is a dispute contemplated by s. 240 of the Act. Section 240 reads:

> **"240 Application for the FWC to deal with a bargaining dispute**
>
> *Bargaining representative may apply for the FWC to deal with a dispute*
>
> (1) A bargaining representative for a proposed enterprise agreement may apply to the FWC for the FWC to deal with a dispute about the agreement if the bargaining representatives for the agreement are unable to resolve the dispute.
>
> Note: See also section 255A (limitations relating to greenfields agreements).
>
> (2) If the proposed enterprise agreement is:
> (a) a single-enterprise agreement; or
> (b) a supported bargaining agreement; or
> (c) a multi-enterprise agreement in relation to which a single interest employer authorisation is in operation;
> the application may be made by one bargaining representative, whether or not the other bargaining representatives for the agreement have agreed to the making of the application.
>
> (3) If subsection (2) does not apply, a bargaining representative may only make the application if all of the bargaining representatives for the agreement have agreed to the making of the application.
>
> (4) If the bargaining representatives have agreed that the FWC may arbitrate (however described) the dispute, the FWC may do so."

[22] Qube's objection focuses on the expression "a dispute about the agreement". In essence, it asserts that this expression only applies to disputes about the content of a proposed enterprise agreement. Qube's interpretation directs attention on the use of the word "agreement". The objection requires a consideration of the correct construction of s. 240(1). The rules of statutory construction are well known. They require consideration of the text, context and purpose of the contested provision.

[23] Commencing with the text of s. 240(1), the provision permits a bargaining representative to apply to the Commission to deal with "a dispute about the agreement". The question is whether the text "dispute about the agreement" contemplates disputes over the way bargaining towards an agreement is conducted. The word "about" is defined in the Online Macquarie Dictionary as *1. of; concerning; in regard to: 2. connected with.* Applying the dictionary definition the question becomes whether a dispute over the way bargaining towards agreement is proceeding is a dispute connected with the agreement.

[24] The surrounding text of the provision may assist. Subsection 240(2) provides that an application under s. 240(1) for a single-enterprise agreement, a supported bargaining agreement, or a multi-enterprise agreement in relation to which a single interest employer authorisation is in operation, may be made by one bargaining representatives without the consent of the other bargaining representatives. Subsection 240(3) provides that in other cases the application can only be made if all the bargaining representatives for the agreement have agreed to the making of the application. Subsection 240(2) and (3) provide limits on the making of applications by reference to the nature of the proposed enterprise agreement the subject of bargaining and whether there is consent of the bargaining representatives. Subsection 240(4) permits the Commission to arbitrate in an application which is made in accordance with the other provisions in the section but only where the bargaining representatives have agreed that it may do so. Subsections (2) to (4) deal with how an application may be made and when the Commission may arbitrate in relation to the dispute the subject of the application.

[25] An application under s. 240(1) is for the Commission to deal with the dispute. Part 5-1 deals with how the Commission may deal with disputes. Section 576(1) describes the functions conferred by the Act on the Commission by reference to subject matters. One of the subject matters is enterprise agreements (s. 576(1)(c)). Section 576(2) describes further functions including promoting good faith bargaining and the making of enterprise agreements (s.576(2)(ab)).

[26] Section 595, which is also in Part 5-1, sets the Commission's powers to deal with disputes. It provides that the Commission is only authorised to deal with a dispute if expressly authorised to do so under, or in accordance with, another provision of the Act. It may deal with a dispute, other than by arbitration, as it considers appropriate, including by mediation or conciliation or by making a recommendation or expressing an opinion (s. 595(2)). The Commission may deal with a dispute by arbitration, but only if it is expressly authorised to do so under or in accordance with another provision of the Act (s. 595(3)).

[27] As s. 240 falls within Part 2-4 which deals with enterprise agreements it is contemplated in the list of functions of the Commission in s. 576(1). Relatedly, s. 576(2) describes the Commission's functions as also promoting good faith bargaining and the making of enterprise agreements. Section 240(1) authorises the Commission to deal with disputes about proposed agreements and so meets the requirement in s. 595 that the Commission be expressly authorised to deal with a dispute. Section 595 permits the Commission to deal with the dispute by mediation or conciliation. To meet the requirement in s. 595(3) concerning when the Commission may deal with the dispute by arbitration the dispute may only be dealt with by arbitration if the bargaining representatives agree to arbitration (s. 240(4)).

[28] The sections surrounding s. 240 are also relevant. Section 240 appears in Division 8 of Part 2-4. The heading of Division 8 is "FWC's general role in facilitating bargaining".

[29] Division 8 is described at s.169 in this way:

> Division 8 provides for the FWC to facilitate bargaining by making bargaining orders, intractable bargaining declarations, majority support determinations and scope orders. It also permits bargaining representatives to apply for the FWC to deal with bargaining disputes.

[30] The Division gives the Commission powers to:

a) Make bargaining orders when bargaining representatives have failed to meet the good faith bargaining requirements (Subdivision A, ss.228 – 233).
b) Make an intractable bargaining declaration (Subdivision B, ss.234 – 235A).
c) Make majority support determinations and scope orders (Subdivision C, ss.236 – 239).
d) Deal with a bargaining dispute (Subdivision D, s240).
e) Make voting request orders (Subdivision A, ss.240A – 240B).

[31] Division 8 sets out a number of ways for the Commission to intercede in enterprise bargaining. The purpose of the provisions are evident on their face. They are aimed at assisting parties in bargaining towards an enterprise agreement. They are, save for s. 240, aimed at specific aspects of the agreement making process. Where the Commission is empowered to make orders, the exercise of those powers are the subject of provisions that guide the exercise of the power. Section 240 sits apart from those provisions. It is in more general terms. As s. 169 suggests, s. 240 allows bargaining representatives access to the Commission to deal generally with bargaining disputes.

[32] The objects of Part 2-4 are also relevant. They are in s. 171. It reads:

> **"171 Objects of this Part**
>
> The objects of this Part are:
> (a) to provide a simple, flexible and fair framework that enables collective bargaining in good faith, particularly at the enterprise level, for enterprise agreements that deliver productivity benefits; and
> (b) to enable the FWC to facilitate good faith bargaining and the making of enterprise agreements, including through:
> (i) making bargaining orders; and
> (ii) dealing with disputes where the bargaining representatives request assistance; and
> (iii) ensuring that applications to the FWC for approval of enterprise agreements are dealt with without delay."

[33] Paragraph (b) is directed at the role of the Commission and placitum (ii) of the paragraph states the object that the Commission facilitate good faith bargaining and the making of enterprise agreements through dealing with disputes where bargaining representatives request assistance.

[34] The object of the Act at s. 3 may also be considered. It is to provide a balanced framework for cooperative and productive workplace relations that promotes national economic prosperity and social inclusion for all Australians by … (e)…providing accessible and effective procedures to resolve grievances and disputes … and (f) achieving productivity and fairness through an emphasis on enterprise level collective bargaining underpinned by simple good faith bargaining obligations.

[35] The purpose of the s. 240 is also evident in the Explanatory Memorandum to the *Fair Work Bill 2008.* Paragraph 989 of the Memorandum reads:

> "A bargaining representative for a proposed enterprise agreement may apply to FWA for assistance if there is a dispute about the making of an enterprise agreement and it cannot be resolved by the bargaining representatives (subclause 240(1))."

[36] The expression "dispute about the making of an enterprise agreement" used in the Memorandum suggests that the purpose of the provision is to permit the Commission a broad remit to deal with disputes that arise during bargaining.

[37] Taking these various matters into account, having regard to the text of s. 240, which is about dealing with disputes, bearing in mind the manner in which the Commission may deal with disputes, taking into account the context of the other provisions in Division 8 and the objects of Part 2-4 and the broader object of the Act, and considering the evident purpose of the provision in the Explanatory Memorandum, I do not consider that the expression "dispute about the agreement" should be read down in the manner suggested by Qube. A consideration of those matters leads to a construction of the expression "dispute about the agreement" that contemplates any dispute arising in the bargaining for an agreement. I read the section as permitting bargaining representatives for an agreement access to the Commission to resolve any dispute arising in respect of the agreement, including a dispute over the manner in which bargaining is occurring.

[38] The use of the words "dispute about the agreement" are not words of limitation. It is evident that the Commission's role is to facilitate bargaining. So much is clear from s. 169 and s. 171. An application from a bargaining representative under s. 240 seeking the Commission to deal with a dispute about an agreement may involve a disagreement over the manner in which bargaining is proceeding. For example, a dispute may be over the frequency of bargaining. Such a dispute would be a dispute connected with the agreement. A dispute going to the proposed content of the agreement is also a dispute about the agreement. For example, a dispute may be over whether the agreement should include a term providing three weeks' paid leave to deal with the impact of domestic violence.

[39] The matter the subject of the dispute is a matter for the bargaining representative making the application. The Commission may deal with the dispute, other than by arbitration, if the requirements in ss. 240(2) and (3) are met, and it may deal with it by arbitration if the requirement in s. 240(4) is met. Taking up the two examples, the Commission may conciliate an outcome that bargaining proceed on a weekly basis, or it may, if the bargaining representative agree, arbitrate an outcome on the length of the entitlement for domestic violence leave.

[40] Section 240 falls within Division 8 which provides a suite of powers to make orders to address specific disputes that may arise in bargaining. Unlike the other powers in Division 8, the power in s. 240 is not addressed at a particular aspect of bargaining. It is not directed at good faith bargaining requirements, nor whether there is support from employees that bargaining commence, nor the scope of the agreement to be negotiated. The focus of the Commission's intercession under s. 240 is not constrained in the way it is in relation to the specific powers found in the other provisions in Division 8. Section 240 is simply addressed at

applications made by a bargaining representative about disputes connected with or concerning the proposed agreement, whether the dispute is over the manner of bargaining towards the agreement or the content of the agreement. This construction is consistent with the description of bargaining representatives being able to apply for the Commission to deal with bargaining disputes in s. 169 and the terms of the object in s. 171 of enabling the Commission to deal with disputes where the bargaining representatives request assistance. It is also consistent with achieving the object of the Act in s. 3 of providing accessible and effective procedures to resolve disputes. It is also consistent with the description of the provision in the Explanatory Memorandum.

[41] I note that my understanding of the breadth of the expression "dispute about the agreement" accords with the view expressed by Deputy President Gostencnik in *Dana Australia Pty Ltd v Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union* [2022] FWC 363, with which I respectfully agree, albeit that the Deputy President was dealing with an argument that s. 240 could not be used to deal with a dispute over the content of a proposed agreement. The Deputy President said:

> [7] The phrase "dispute about the agreement" means no more than a debate, controversy or a quarrel about the proposed agreement in relation to which there is or has been bargaining. It includes a dispute about one or more terms that should be included in the proposed agreement. There is no reason to read down the phrase as being confined to disputes about good faith bargaining requirements. Section 240 of the Act is part of a scheme in Division 8 of Part 2-4 which sets out by various means the Commission's general role in facilitating bargaining, which would plainly include, as s 240(1) contemplates, assisting the bargaining parties by resolving disputes about one or more terms that should be included in the proposed agreement.

[42] The consequence of the view I take on the breadth of s. 240 is that I find the dispute as described in the MUA's application, which concerns a disagreement over the manner in which bargaining for the proposed agreements is to occur, is a dispute about the proposed agreements. It is a dispute within the contemplation of s. 240 and I have jurisdiction to deal with it.

[43] If I am wrong and Qube's view that s. 240 is confined to disputes over the content of a proposed agreement is correct, I find that the dispute is otherwise within jurisdiction because properly characterised the dispute is a dispute going to the content of the agreements.

[44] Full Benches of this Commission have stated that in characterising the nature of a dispute the Commission is not confined to matters contained in the application filed seeking the Commission to deal with the dispute[1]. I consider based on those observations that the entire factual background is relevant and may be ascertained from evidence and submissions advanced by the parties on the question of jurisdiction. A dispute may also evolve during proceedings in the Commission. It may therefore be necessary in some cases when ascertaining the character of a dispute to have regard to both the nature of the dispute alleged in an originating application and the factual circumstances that underpin it and that evolve during the course of the dispute.

[45] It is clear from the statement of Mr Ortiz that the dispute between the parties is about the content of not just one agreement, but all 19 agreements. Mr Ortiz states that the bargaining has proceeded through a series of communications from the MUA setting out its claims and a

series of meetings at the port level to discuss those claims. Mr Ortiz expresses frustration at the MUA's insistence on dealing with national claims first and its approach of pressing those claims port by port. He also states that Qube has concerns about the content of those claims and that it does not understand how those claims apply to some of the ports. Mr Ortiz's statement includes attachments that go to the log of claims served by the MUA and set out the content of the claims and the concerns Qube has about those claims. These matters clearly evince a dispute about the content that the MUA proposes be included in the proposed agreements.

[46] Mr Ortiz's description of the parties' disagreement does not strictly accord with the MUA's description of the dispute notified but I consider that it describes the same disagreement albeit by also referring to the content of the bargaining that is occurring.

[47] Consequently, even if Qube is correct that the expression "dispute about the agreement" in s. 240(1) is confined to disputes over the content of a proposed agreement, I find the current dispute is such a dispute and it is within the jurisdiction of the Commission to deal with it.

[48] For completeness, so far as Qube suggests that the dispute notice is deficient in that it fails to identify a specific agreement but rather relates to the bargaining process for 19 individual agreements I reject that proposition. The notice identifies 19 agreements in a schedule. The evidence of Mr Ortiz makes it clear that the dispute arises in relation to each of those agreements albeit that some the circumstances concerning some of those agreements differ. It appears, for example, that different responses have been provided in relation to some of the agreements. The instance recounted above of communications from the MUA in relation to the Geraldton negotiations is an example of some disparity although I do not consider it material. It is clear that the requirement that the dispute be about a proposed agreement is met. It is met 19 times, once in relation to each agreement.

[49] Qube's second jurisdictional objection is that the MUA has failed to establish that the dispute meets the stipulation in s. 240(1) that the bargaining representatives for the agreement are unable to resolve the dispute. This is a question of fact. The evidence of Mr Ortiz demonstrates that the parties are unable to resolve the dispute. The issues between them first arose in the correspondence of late March and early April 2024. At the initial port meetings, the issue of whether the MUA claims for Part A would be discussed, whether they were adequately explained and whether the MUA would provide draft clauses for all claims were, amongst other things, discussed. The dispute was notified on 25 May 2024 and a conference was held in the Commission at which it was clear the dispute was ongoing, and the parties were unable to resolve it. Mr Ortiz statement describes further meetings following the conference where the dispute was unable to be resolved. The 12 June 2024 correspondence also demonstrates that the parties are unable to resolve the dispute.

[50] I therefore reject Qube's contention that the Commission does not have jurisdiction to deal with the dispute because it has not been demonstrated that the bargaining representatives for the agreement are unable to resolve the dispute. The dispute has persisted since March 2024 and continues to impede progress in the bargaining towards the replacement agreements.

[51] For the foregoing reasons Qube's application for the matter to be dismissed for want of jurisdiction is dismissed.

[52] The matter is listed for further conference in the Commission on 26 June 2024 at 10.00 am at 80 William St East Sydney. The day has been set aside for the matter. I direct the parties to each provide to the Commission and to each other a draft agenda for the conference by midday on Tuesday 25 June 2024.

DEPUTY PRESIDENT

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[1]See for example recent Full Bench decisions in *Jonathan Dugald Mitchell v University of Tasmania* [2023] FWCFB 160 at [121] and *FreshFood Management Services Pty Ltd v "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)* [2023] FWCFB 97 at [118].