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WORK
INSIGHTS
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Editorial

Welcome to the Autumn 2015 edition of *Work InSights*.

Three very practical issues are discussed in this edition.

The complexity of the law surrounding what can be paid to very senior staff when they leave the employ of a corporation has been the source of much confusion, and is starting to be the source of litigation over what can and cannot be paid. Our first article examines a recent case on this area, providing an outline of the various rules that apply. Practical options that corporations can implement are outlined.

Many HR managers are unaware that they can face personal liability for their actions under the *Fair Work Act*, which provides that any person "involved in" a contravention of certain provisions will also be in contravention of the Act. Our second article looks at areas of risk and suggests some potential steps that HR managers can take.

Finally, our third article looks at one of the repercussions of the High Court decision in the 2014 decision in the *Barker* case, suggesting that employers would do well to ensure they follow procedural fairness guidelines for all employees being dismissed for cause, given the High Court left unresolved the issue of whether there was an implied term of "good faith" when rejecting the implied term of "trust and confidence".

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Managing compliance obligations in relation to the payment of termination benefits to senior executives

Emma Pritchard and Amelia Berczelly

Introduction

The recent decision of the Federal Court of Australia in *Queensland Mining Corporation Ltd v Howard Victor Renshaw & Ors* ("***Renshaw***") provides useful guidance on the sections of the *Corporations Act 2001* (Cth) (**"Corporations Act"**) that regulate the payment of termination benefits to senior executives in Australia. This article analyses the findings of the case and seeks to provide employers with guidance as how to manage their compliance obligations under this regime.

Overview of termination benefits regime

In order to understand the findings in *Renshaw*, it is necessary to understand the regulatory context within which the payment of termination benefits can be made to senior executives in Australia.

Termination provisions of the Corporations Act

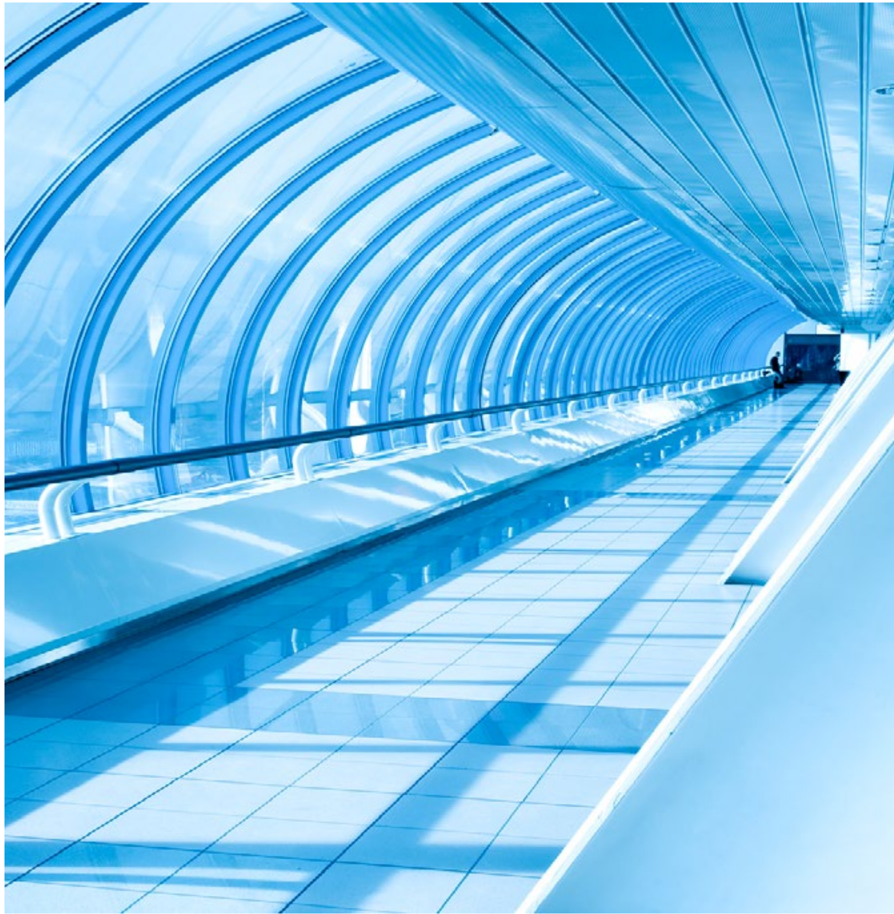
Division 2 of Part 2D.2 of the Corporations Act sets out the key provisions regulating the payment of termination benefits to senior executives in Australia. The *Corporations Amendment (Improving Accountability on Termination Payments) Act 2009* (Cth) (**"Amending Act"**) made significant amendments to these provisions in order to prevent excessive termination benefits being paid to senior executives without shareholder approval. The amendments came into effect on 24 November 2009.

In broad terms, the termination provisions under the Corporations Act provide that termination benefits cannot be paid to certain senior executives unless approved by shareholders or a specific exception applies.

The key amendments to the Corporations Act brought about by the Amending Act are as follows:

(a) the definition of what constitutes a termination benefit has been expanded to include a broader range of payments or benefits given in connection with a person ceasing to hold an office or position of employment. In determining whether a termination benefit has been paid, the Corporations Act now explicitly provides that the substance of the transaction will prevail over its legal form;

(b) termination benefits are now taken to include any accelerated payment or vesting of an executive's short-term incentive (**"STI"**) and long-term incentive (**"LTI"**) entitlements triggered



on termination. These two elements have traditionally comprised the largest proportion of total termination benefits paid to senior executives who are "good leavers";

(c) the threshold at which termination benefits must be approved by shareholders has been significantly reduced. Prior to the reforms, an executive could be paid termination benefits valued at up to seven times his or her "total annual remuneration". However, under the new regime, the general rule is that shareholder approval is now required for the payment of all termination benefits unless an exemption applies. An exemption exists for the provision of certain termination benefits where the value of all termination benefits do not exceed a much smaller monetary cap, being the executive's average "base salary" over one year.

    Unlike the former threshold based on "total annual remuneration", the term "base salary" does not include remuneration conditional on the satisfaction of a performance condition and therefore excludes performance-based STI and LTI benefits. This is problematic as it is the STI and LTI components that are most likely to give rise to termination benefits that, when added to other termination benefits, exceed the monetary cap;

(d) the range of personnel affected by the termination benefits regime has been expanded to apply to any person who holds a "managerial or executive office" in a company or one of its related bodies corporate. In the case of a company that is a "disclosing entity", this will include key management personnel listed in the company's remuneration report (note this includes all directors of the company), in addition to all directors of the company's related bodies corporate. A "disclosing entity" is any ASX listed company, or any other public company with more than 100 members that has issued a prospectus. For all other companies, the termination provisions apply only to directors.

    The new regime also captures any person who has held such positions in the three years before they ceased to be a director of, or ceased employment with, the company or any of its related bodies corporate;

(e) unauthorised termination benefits are debts owed to the company and must be repaid immediately. Any unpaid termination benefits will be held on trust for the company until repaid; and

(f) penalties for unauthorised termination benefits have been increased. Civil penalties have been increased to $19,800 for individuals and $99,000 for corporations.

These amendments only apply to employment contracts entered into, renewed, extended or which have had conditions varied after 24 November 2009. A contract will be considered varied where any essential term is changed, such as, for example, a term relating to remuneration. Importantly, where a contract has not been varied since 24 November 2009, shareholder approval will only be required where the executive's termination benefits exceed the former threshold of seven times the executive's total annual remuneration.

ASX Listing Rules

ASX listed companies must also comply with their obligations under the ASX Listing Rules in relation to the provision of termination benefits.

Under ASX Listing Rule 10.18, termination benefits, or any increase in them, cannot become payable to an "officer" due to a change in the shareholding or control of the company.

Additionally, ASX Listing Rule 10.19 provides that, absent shareholder approval, no "officer" may become entitled to termination benefits if the value of ***all*** termination benefits payable to officers will exceed 5% of the equity interests in the company.

What is a termination benefit?

Broad general definition

A termination benefit is referred to as a "benefit" under the termination provisions of the Corporations Act. A "benefit" is defined very broadly to and will include the following items:

(a) a payment or other valuable consideration;

(b) a payment in lieu of notice;

(c) accelerated or automatic vesting of share-based payments or entitlements on termination;

(d) an amount paid as a voluntary out-of-court settlement in relation to termination of employment;

(e) an amount paid pursuant to a restraint of trade clause;

(f) real or personal property, or any interest therein;

(g) a pension other than a pension paid from a superannuation fund or annuity; and

(h) superannuation payments in excess of legislative entitlements, other than salary sacrifice.

Items excluded from the definition of "benefit"

Certain items are specifically excluded from the definition of "benefit" under the termination provisions and therefore do not require shareholder approval. These items include:

(a) deferred bonuses allocated or accrued (but not paid or provided) prior to termination;

(b) reasonable payments made in accordance with a policy of that applies to all employees as a result of a genuine redundancy;

(c) genuine superannuation contributions paid by an employer or employee on or after 24 November 2009;

(d) genuine accrued benefits, such as accrued untaken annual leave, payable under an Australian law or the law of another country. This exclusion does not apply to contraventions of law arising by reason of breach or contract or trust;

(e) payments from a defined benefits superannuation scheme that was in existence when the regulation commenced; and

(f) payments from prescribed superannuation funds due to death or incapacity.

Benefits exempt from shareholder approval

The provision of any "benefit" will require shareholder approval unless it falls within one of the limited exemptions in the Corporations Act. Each of the following items will be considered a "benefit" under the termination provisions of the Corporations Act, but will be exempt from the shareholder approval requirements provided that the value of the benefit, together with the value of **all** other benefits, does not exceed a particular monetary cap:

(a) a benefit given in relation to past services, such as superannuation or an accumulated lump sum;

(b) a payment made as part of a restrictive covenant, restraint of trade clause or non-compete clause;

(c) a benefit given as part consideration for the executive taking up their position or office; and

(d) a genuine payment by way of damages for breach of contract.

The monetary cap is, in broad terms, equivalent to one year's average base salary of the relevant executive over the period which that executive held a managerial or executive office (up to a period of three years).

Shareholder approval requirements

Where shareholder approval is required under the termination provisions of the Corporations Act, it must be obtained at any time prior to the payment or provision of the relevant termination benefit.

If the company is listed on ASX, approval must be obtained from all shareholders (other than executives who wish to obtain the benefit of the approval, and their associates). In the case of all other companies, approval must be obtained from the shareholders of the company and the company's ultimate Australian holding company.

Queensland Mining Corporation Ltd v Howard Victor Renshaw & Ors

Renshaw is a recent case (April 2014) that has provided the greatest level of guidance to date on the operation of the effect of the Amending Act on the payment of benefits to senior executives in Australia.

The case concerned an application by Queensland Mining Corporation Limited ("**QMCL**") to seek recovery of termination payments that were made to the defendants upon one of the defendants, Mr Howard Renshaw, ceasing to be the Managing Director of QMCL. Recovery was sought on the basis that shareholder approval had not been obtained in respect of the payments in alleged contravention of the termination provisions under the Corporations Act.

Background

Mr Renshaw was the Managing Director of QMCL from 8 July 2004 to 23 October 2012 and the sole director and shareholder of Buttmall Pty Ltd ("**Buttmall**"), the second defendant; both Mr Renshaw and Buttmall provided certain services to QMCL pursuant to a Service Agreement, dated 20 November 2011 ("**Service Agreement**"). The third defendant, DFK Richard Hill Pty Ltd ("**DFK Hill"**), was Mr Renshaw's accountant.

Mr Renshaw resigned as Managing Director of QMCL on 23 October 2012 in accordance with an agreement he entered with QMCL and Buttmall on the same day ("**Settlement Deed**"). The Settlement Deed required various termination payments be made to the defendants totalling $677,333. No shareholder approval was obtained in relation to payment of the termination payments.

Justice Perry found in favour of QMCL and made orders requiring the repayment by Renshaw and Buttmall of the total termination payments together with pre-judgment interest. The decision was upheld on appeal to the Full Federal Court in November 2014.

The Court's findings in rejecting the various arguments raised by the defendants are summarised below.

Argument that payments made under Service Agreement rejected

The defendants argued the termination payments did not constitute "benefits" because they represented compensation for the balance of Mr Renshaw's and Mr Buttmall's pre-existing contractual entitlements under the Service Agreement, assuming that agreement had remained on foot for its full term.

Her Honour rejected the argument on the basis it was inconsistent with the broad definition of the term "benefit", which is expressly defined under the Amending Act to capture, among other things, any payment. Additionally, she noted that the Corporations Act expressly provides that a person is taken to have given a "benefit" even if the person is obliged to provide the particular benefit under a contract.

In any case, the Court held that the termination payments did not represent amounts due under pre-existing contractual obligations because the termination payments were paid in advance of when they would have been paid under the Service Agreement (had it remained on foot) and were otherwise paid on different terms and conditions.

Argument that payments represented genuine superannuation contribution rejected

The defendants argued that one of the payments to DFK Hill represented genuine superannuation contributions and was therefore excluded from being a "benefit" under the termination provisions. The defendants argued that the payment fell within this exception because the payment was intended to provide compensation for future superannuation entitlements that Mr Renshaw would have received had the Services Agreement remained on foot for its full term.

In rejecting this argument, the Court held that the exemption for genuine superannuation contribution does not apply to future entitlements to superannuation contributions that have not yet accrued. In any case, the Court noted that there was no evidence to show that the amount paid to DFK Hill had been, or would be, paid to any superannuation fund, and that this further suggested the payment was not a genuine superannuation contribution.

Argument that payments of tax liabilities exempt rejected

The defendants argued that certain of the payments did not constitute "benefits" as they represented monies payable to the ATO in respect of tax liabilities and GST liability arising as a result of the termination. Her Honour rejected this argument on the basis that the amounts were both "payments" irrespective of their purpose and therefore fell within the statutory definition of a "benefit". Her Honour further noted that absence of any statutory exemption for payments in respect of tax liabilities.

Payments were not a genuine payment of damages for breach of contract

As noted above, an exemption to the shareholder approval requirements exists where a "benefit" is given as a genuine payment by way of damages for breach of

contract, and further where the value of that benefit and **all** other benefits does not exceed one year's average base salary.

The defendants sought to rely on this exemption for the termination payments on the basis that the termination payments under the Settlement Deed represented genuine payments by way of damages for breach of the Service Agreement, and the aggregate value of the payments did not exceed Mr Renshaw's average base salary for one year.

The Court rejected this argument and found that there was no evidence to support that QMCL had repudiated the Services Agreement, and therefore the payments could not be considered a genuine payment of damages for breach of contract. To the contrary, the evidence demonstrated Mr Renshaw would not have resigned from his position had the termination payments not been made on the same day that he executed the Settlement Deed – this indicated the payments were made as part of a negotiated and mutually agreed outcome rather than due to any breach on QMCL's part.

Even assuming the defendants had established a breach of contract, the Court held that the shareholder approval exemption did not apply because the sum of all "benefits" provided pursuant the Settlement Deed exceeded Mr Renshaw's average base salary for one year.

The Court undertook a detailed analysis of the calculation of Mr Renshaw's "base salary" in reaching this conclusion. In doing so, the Court recognised that the term "base salary" has been given a narrow definition under the Corporations Act.

Her Honour held that the defendants had significantly erred in their calculation of Mr Renshaw's base salary in the relevant period as $751,138.22 by seeking to erroneously include the following: service fees paid to Buttmall; bonuses that were contingent on a performance condition being met; allowances; payments for share options and long service leave; and reimbursement for annual leave. The Court noted the disclosures made in QMCL's annual report in relation to quantum of Mr Renshaw's base salary were persuasive, and that the Court should be loathe to take into account other amounts that have not been disclosed to shareholders.

Accordingly, based on the Court's reduced calculation of Mr Renshaw's "base salary" to a value of $386,114.67, the value of the termination payments far exceeded Mr Renshaw's annual base salary in the relevant period and therefore could not attract the benefit of any exemption.

Rejection of estoppel claim

Mr Renshaw claimed that QMCL was estopped from seeking repayment of the

termination payments on the basis of certain representations made by QMCL under the Settlement Deed (that is, a release clause and separate provision requiring QMCL to obtain necessary shareholder approvals for the termination payments). Her Honour rejected this claim on the basis that it would circumvent the operation of termination provisions under the Corporations Act and would therefore be contrary to public policy if the parties were permitted to contract out of the shareholder approval requirements. In any event, the Court found that an estoppel did not arise on the facts of the case.

Timing of shareholder approval

Importantly, the Court clarified that where shareholder approval is required, it must be obtained prior to provision of the benefit. Retrospective approvals to ratify earlier prohibited payments of termination benefits are not permitted.

Summary of key points of Renshaw

In summary, *Renshaw* highlights the following points regarding the revised termination benefits regime:

(a) Courts will take a broad approach to what is considered a "benefit", with the practical effect being that shareholder approval will generally be required for the payment of termination benefits to executives unless the benefits fall within narrow exclusions and exemptions contained in those provisions;

(b) a payment will always be considered a "benefit" unless it falls into one of the limited statutory exceptions set out above. As noted in *Renshaw*, any payments intended to discharge tax liabilities or compensate for future superannuation entitlements are "benefits" to which there is no applicable statutory exception;

(c) the shareholder approval exemptions have limited application in practice under the new regime, largely due to the broad definition of a "benefit" and the comparatively narrow definition of "base salary";

(d) if termination benefits are provided in excess of those permitted by the termination provisions, a breach of the Corporations Act can occur notwithstanding the executive has a pre-existing contractual entitlement to the benefits;

(e) employers cannot seek to ratify payments of termination benefits to executives by obtaining shareholder approval subsequent to the provision of those benefits.

Options for managing compliance

The revised termination benefits regime under the Corporations Act has resulted in far greater compliance costs and issues for employers, in particular disclosing entities. As noted in *Renshaw*, if termination benefits are provided in excess of those permitted by the termination provisions, a breach of the Corporations Act can occur notwithstanding the executive has a pre-existing contractual entitlement to the benefits. It is important that employers take steps to mitigate the reputational and other risks that can arise in this scenario.

For this reason, and in light of the decision of *Renshaw*, employers may wish to consider the following options to manage their compliance obligations in this area:

(a) One option is to restructure executive remuneration to provide less generous termination benefits and avoid the shareholder approval requirements by ensuring they fall within the statutory exceptions and shareholder approval

exemptions. This could be done by (say) increasing the amount of fixed remuneration as compared to short and long term incentives, introducing deferred bonus structures or upfront compensation payments.

Employers could also look to amend their STI and LTI plans to ensure there is no acceleration of incentive equity and cash payments on termination so that the payments operate on their normal cycle. However, changing the remuneration structure in this manner may be undesirable for a number of reasons. For example, reducing or removing incentive based STI and LTI payments can remove the incentive on the executive to focus on short-term financial performance and ensure the business is growing in a long term sustainable manner. In addition to providing executives with an incentive to out-perform, market-competitive STI and LTI arrangements are often the key to attracting and retaining high-performing management teams. The tax implications of any changes need to be carefully considered by employers and executives alike;

(b) Given most companies wish to ensure that a large proportion of executive's pay is "at risk" and dependent upon performance for the reasons outlined in paragraph (a) above, an alternative and preferred option may be to seek prospective shareholder approval for future termination payments, including any accelerated payments under the company group's STI and LTI arrangements. This approach has been adopted by a number of ASX listed companies. If approved, employers benefit from not only ensuring compliance with their legal obligations, but also having the flexibility to attract and retain high performing executives. Executives also obtain certainty under this approach by knowing that their potential entitlements that may be triggered on termination are secure.

However, this option is not without risk. For example, there is risk of reputational damage for both the employer and the executive in the event that shareholders vote against the resolutions. There are also costs involved with seeking shareholder approval, which is why companies tend to seek prospective approvals for three years in advance.

(c) Employers should also ensure that executive employment contracts contain a provision that the company's obligations to provide benefits on termination are subject to the termination provisions under the Corporations Act.

Guidance for HR managers in managing personal liability under the *Fair Work Act*

Emma Pritchard and Amelia Berczelly

HR managers should be aware that they can be found personally liable for their involvement in decision-making or other conduct that contravenes the *Fair Work Act 2009* (Cth) (**"FWA"**). This is regardless of whether they are acting on the direction of others (such as the Board) or are unaware that what they are doing is unlawful.

This potential for liability arises under section 550 of the FWA, which provides that any person *"involved in"* a contravention of certain provisions of the FWA is deemed to have personally contravened the legislation. This provision is wide reaching with a very broad definition of what constitutes being *"involved in"*. The current maximum penalty for *each* contravention of the FWA is $10,200 for an individual.

The 2014 decision of the Federal Circuit Court in *Director of the Fair Work Building Industry Inspectorate v Baulderstone Pty Ltd & Ors* is an example of where two HR managers were found personally liable under section 550 in relation to an adverse action claim brought against their employer, Baulderstone Pty Ltd ("**Baulderstone**").

In that case, a union delegate complained to the company that an employee had cancelled his union membership. Following this, two HR managers attended a meeting at which the Operations Manager decided to change the employee's employment status. At a subsequent meeting, at which the HR managers were also present, the employee was required to sign documents which terminated his contract of employment pursuant to which he was paid a salary and

re-engaged the employee on terms which paid the employee wages pursuant to the relevant enterprise bargaining agreement ("**EBA**").

Baulderstone was found to have taken adverse action against the employee by terminating his contract pursuant to which he was paid a salary for a proscribed reason (that is, his ceasing to be a union member). The company failed to satisfy the reverse onus test that the adverse action was not taken for the proscribed reason.

The HR managers were found to be personally liable under section 550 of the FWA by virtue of their participation in the meetings in which the employee's employment was terminated and he was re-engaged on wages pursuant to an EBA, as the court found that, on the balance of probabilities, they each knew that a "substantial and operative factor" in the reason or reasons for the adverse action was a proscribed reason (that is, the status of the employee's union membership).

This decision is a timely reminder that liability arising under section 550 of the FWA is not reserved for claims against directors and more senior employees only. HR manages can be found to be equally liable, even if they are acting on the directions of more senior management.

Some steps HR managers can take to manage their potential exposure under section 550 of the FWA include:

- fully understand the company's obligations under the FWA so accurate advice can be provided to the Board and management;
- carefully document the decision-making process and take special note where the Company fails to act in accordance with that advice;
- ensure the reasons for decisions do not include prohibited reasons under the FWA; and
- where significant action is taken in relation to workplace rights and/or the legal position is unclear, seek external legal advice to assist the Company and its internal decision-makers comply with their legal obligations so as to avoid liability against the Company and those decision makers.

Implied terms in employment contracts: lessons for employers from the High Court in *Commonwealth Bank of Australia v Barker*

Emma Pritchard, Amy Zhang and Daniel Shaw

The September 2014 High Court of Australia's decision in *Commonwealth Bank of Australia v Barker* ("**Barker**") found that an implied term of mutual trust and confidence does not exist in Australian employment contracts. The High Court of Australia found that it would involve a step beyond its legitimate decision-making powers to hold that such a term formed a part of all Australian employment contracts, and that complex policy considerations rendered it more appropriate for Parliament to legislate on the question.

Until such time as Parliament determines otherwise, there is no implied term of mutual trust and confidence in Australian employment contracts. However, the High Court did expressly leave open the question of whether the duty of good faith applies to employment contracts.

Accordingly, employers must remain conscious of the possibility that they continue to have an obligation of good faith to their employees. The question, then, is what does this term mean and, in particular, what does this term mean for employers. Unfortunately, in many respects, the implied term of good faith is as broad, nebulous and difficult to define with any particularity as the implied term of trust and confidence.

However, in New South Wales, there is Supreme Court authority that requires that employers exercise the implied duty of good faith when terminating an employee for cause by effecting the termination with "due diligence" and "caution", which, whilst not clear, could be interpreted to mean that it is necessary to afford procedural fairness to all employees whose employment is being terminated for cause, not just those employees over the unfair dismissal cap.

Implied Duty of Good Faith

To understand the scope and content of this implied duty of good faith it is necessary to briefly review the case law.

The first case of any significant authority to find the implied term of good faith existed in Australia was in 2007, when the Supreme Court of New South Wales handed down its decision in *Russell v The Trustees of The Roman Catholic Church for the Archdiocese of Sydney and Another* ("*Russell*"). According to *Russell*, the implied duty of good faith requires parties to perform their contractual obligations in a manner which permits each party to enjoy the mutually intended benefits of the contract. However, the Court left open the question of whether the duty is implied in *all* employment contracts, and if so, the scope and content of that duty.

The implied term of good faith was similarly expressed in another 2007 case, *Morton v Transport Appeal Board [No 1]* where Berman AJ held that "what is required is a balancing act, in good faith, of the interests of the employer against the adverse effects it may have on the employee".

In *Gillies v Downer EDI Ltd* a 2011 decision of the Supreme Court of New South Wales, Rothman J added more clarity to the meaning of the term, and stated that the "implied duty of good faith is a duty imposed upon the manner in which a party exercises" the express terms of the contract, however, the duty can be overridden by express contractual terms. Accordingly, Rothman J found the implied duty of good faith was not a substantive duty and did not apply independently of the express rights under the contract, but governed the way parties exercise their existing rights.

Rothman J in *Gillies* affirmed the view that the implied duty may operate at the point of termination, but cannot operate in circumstances where the termination is without cause. Whilst not clear from the judgment, this suggests that where there is cause for termination (for example, a termination arising due to issues related to performance or misconduct), an employer must still ensure that the processes and manner engaged in to effect termination must comply with the implied duty of good faith, and termination must be effected in a way that ensures prudence, caution, diligence and due care to avoid or minimise adverse consequences for the employee.

It is important to note that Rothman J in *Gillies* did not consider the 2010 Western Australian Supreme Court case of *Rogan-Gardiner v Woolworths Ltd*. In that case, Hall J found, contrary to Rothman J, that although there was an implied duty of good faith under Australian law, the duty did not extend to termination as there was no right of action at common law for compensation arising from the unfair manner of a dismissal.

Given the differing views between Rothman J and Hall J, as well as the lack of elaboration by judicial members at appellate level, there is some uncertainty regarding whether the implied duty of good faith extends to the act of termination, at least for terminating for cause. However, it is arguable that, at least in New South Wales, the implied duty of good faith does so operate.

Lessons for Employers

The High Court of Australia's decision in Barker is a clear "win" for employers. It means that employers are not subject to the onerous and uncertain standards imposed in the United Kingdom where the implied term forms a part of all employment contracts.

However, given that the High Court ruled that the question of whether the implied duty of good faith applies to all employment contracts in Australia remains open, and several Courts of different jurisdiction around the country have found that the term exists, employers should operate on the basis that the term is implied into all employment contracts. In New South Wales at least, employers should be mindful that the implied term operates at the point of termination for cause, thereby requiring the employer to exercise diligence and due care, when terminating any employees for cause.

Accordingly, we would recommend that employers operating in New South Wales effect termination for cause with procedural fairness for all levels of employees (including those above the unfair dismissal cap) to ensure they do not expose themselves to a potential breach of contract claim for breach of the implied duty of good faith.

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- Module F: Best practice for performance and separation management; and
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About us

Harmers Workplace Lawyers ("Harmers") is one of Australia's largest stand alone employment and industrial law corporate advisory practices with offices in Sydney, Melbourne and Brisbane. The firm focuses on innovative, high quality problem solving and a preventive approach to law across all areas of employment and industrial law. Harmers is unique in that it provides advice to participants across the spectrum of workplace relations in Australia. This includes primarily blue-chip corporate employers – ranging from companies ranked in the Top 5 in the world, on a capitalisation basis, through to small businesses; employer groups and major unions; government at all levels; as well as an array of individuals including prominent CEOs and media personalities, through to pro bono clients otherwise unable to access justice without the firm's support. Harmers has also run some of Australia's most innovative landmark cases across the areas of discrimination, harassment and industrial relations law.

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If you would like more information regarding Harmers, or would like to discuss any aspect of this newsletter, please contact one of our experienced professionals.

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