Question 1

Students would be expected to discuss the following matters:

(a) Coverage of act;
(b) National employments standards;
(c) Awards;
(d) Enterprise agreements;
(e) Workplace determinations;
(f) Relationship of National Standards and awards and agreements;
(g) Limitations on the Scope of Awards and Agreements.

Question 2

Students would be expected to discuss the following matters:

(a) The decision of the High Court in Commonwealth Bank of Australia v Barker [2014] HCA 32 and what was decided;
(b) The term that was rejected by the High Court of trust and confidence;
(c) The other terms of implied by the common law that were considered such as implied duty to cooperate and/or of good faith but not determined;
(d) Other terms that has previously been found to exist such as the work/wages bargain, obedience to lawful orders and cooperation, care and skill, fidelity, confidentiality, provision of work and duty of care (Safety of employees).

Question 3

Students would be expected to discuss the following matters:
(a) Nico and some fellow employees covered by Modern Award;
(b) Yasmine Pty Ltd covered by Fair Work Act since constitutional corporation;
(c) Whether employees fairly selected for coverage by the proposed agreement;
(d) National Employment Standards;
(e) Wage increases;
(f) Hours of work;
(g) Annual Leave;
(h) Sick leave;
(i) Frequency of payment
(j) Loss of casual leading;
(k) Term of Agreement;
(l) Whether Agreement would be approved;
(m) Approval process;
(n) BOOT;
(o) Application of BOOT for Jessie;
(p) Right to representation;
(q) Good faith bargaining;
(r) Relationship between agreement and award; and
(s) Deeming of award rate as agreement rate.

Question 4

Students would be expected to discuss the following matters:

(a) the range of actions for which could be commenced where there is industrial action under statute and common law;
(b) remedies available in such actions;
(c) access to statutory remedies;
(d) access to common law remedies;
(e) costs;
(f) who may commence proceedings;
(g) defences;
(h) when protected action is available;
(i) what is protected;
(j) steps to obtain protected action.

Question 5
Students would be expected to discuss the following matters:

(a) the terms of Roger’s employment
(b) whether the WWU document forms part of Roger’s contract;
(c) whether the discipline policy is part of Roger’s employment;
(d) whether there has been a breach of contract;
(e) if there is a breach the nature of the breach;
(f) remedies for breach;
(g) need to follow discipline policy;
(h) reasonable notice;
(i) whether access to unfair dismissal under FWA;
(j) whether access to adverse action under FWA.

Question 6

Students would be expected to discuss the following matters:

(a) When can summarily terminate;
(b) The actions available for breach of contract including breach of notice and other terms including implied terms;
(c) Remedies at common law;
(d) Costs in common law matters;
(e) Notice of termination under the FWA;
(f) Unfair dismissal under the FWA;
(g) Access to unfair dismissal under the FWA;
(h) Remedies for unfair dismissal termination;
(i) Costs; and
(j) Process.