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The evolution of the "substantial lessening of competition" test – a review of case law – *Peter Armitage*

The "substantial lessening of competition" test has been a feature of Australian competition law for over three decades. The current Commonwealth Government proposes to amend the prohibition on misuse of substantial market power so that it will catch unilateral conduct which has the purpose, effect or likely effect of substantially lessening competition. This article reviews the evolution of the approach of Australian courts and tribunals to the application of the test in the context of its proposed incorporation in the misuse of market power prohibition. 74

Do workplace policies form part of employment contracts? A working guide and advice for employers – *Mark Giancaspro*

It is now common practice for employers to utilise policies in their workplaces to stipulate expected standards of employee behaviour and performance. An important consideration, which directly affects the issue of legal liability for employers and employees, is whether or not the terms of a workplace policy form part of the employment contract. The common law provides little guidance as to how to make this determination, which invites uncertainty into the field of employment law and attracts the attendant risk of legal disputes arising. Moreover, there is scant literature on point. This article examines the relevant case law and reduces the pertinent principles into a useable guide for employers to assist them in establishing whether the terms of a particular policy are likely to be judicially regarded as contractual in nature. The article also considers common contingencies and the potential impact of other legal doctrines and principles before concluding with some general advice for employers on how to avoid the accidental assumption of legal liability. 106

Unravelling the muddles of summary dismissal under contracts of employment – *Victoria Lambropoulos*

This article seeks to address some fundamental errors in the application of contract law to disputes involving the summary dismissal of employees. The pre-existing law which arose out of the master servant era was not absorbed by the contract paradigm. Instead, remnants of the law remained and is still applied today. The decision of *Melbourne Stadiums Ltd v Sautner* (2015) 229 FCR 221 demonstrates this where the court relied upon concepts arising out of that time to justify the employer's decision to summarily dismiss an employee. The article also considers some more practical matters if the law was to be modernised to accord more strictly with contract principles. It may not necessarily lead to different outcomes, but it will lead to a more cohesive set of principles and avoid the often jumbled terminology used in employment law disputes. 119

Research collaborations and "authorship": Differentiating legal from management norms – *Elizabeth Adeney*

The question of who should take credit as the authors of collaborative research papers has long been a matter for discussion, especially within scientific institutions. However, that discussion has not sufficiently taken account of the legalities of the situation. Particularly since the passing of moral rights legislation in Australia and elsewhere, institutional norms are in conflict with the legal rules concerning the attribution of authorship. Yet, when researchers take their grievances to the courts, it is the legal rules that will prevail. The present article considers the institutional rules against their legal counterparts and the steps that have been, and might in future be, taken to manage this divergence of norms. 132

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Bankruptcy, social security and long term poverty: results from a survey of financial counsellors and consumer solicitors – *Paul Ali*, *Lucinda O'Brien* and *Ian Ramsay* 144