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The Editor

Dear Editor

I thank those 4,400 people who returned their Industrial Relations Surveys recently to assist in my deliberations on the Government's proposed Workplace Reforms.

There are many reasons that I opposed the legislation and I am more than happy to elaborate if people wish but I would like to bring to the attention of supporters of the Legislation one clause that of itself could have enormous consequences for employers in the future.

The legislation allows the Minister for Industrial Relations the capacity to intervene in a Australian Workplace Agreement and other agreements without reference to the Parliament even though the worker and the boss may have "chosen" to agree on their particular workplace arrangements.

Once the Minister has deemed the content of a particular Agreement is prohibited, all other Agreements having the same criteria will be deemed illegal and any workplace that maintains that arrangement will be breaking the law. This is contrary to the logic used by the Government suggesting that the labour market will be more flexible. Never before has there been the capacity for a Minister to have such power over workplace arrangements.

Supporters of the legislation, such as Senator Sandy Macdonald, may suggest that this power is a good thing. The question needs to be asked - if the Labor Party was in power would they give a left wing Industrial Relations Minister the right to dictate workplace arrangements within a centralised Federal system? I would think not.

Proposed new section 101D of the Workplace Relations (Work Choices) Bill 2005 provides that regulations will specify what prohibited content is for the purposes of the Act. New Section 101F expressly states that a workplace agreement is void to the extent that it contains prohibited content.

The combination of new sections 101D and 101F raises an intriguing possibility- namely that regulations could be retrospectively used to void "prohibited content" in an agreement, regardless of the fact that the content was not prohibited at the time the agreement was approved and lodged with the Office Employment Agreement (OEA).

Contrary to the popular view of some, this is extremely complex legislation that required 11 law firms to construct 1,200 pages of legalese not the simple flexible arrangements that have been articulated by some.

Yours sincerely

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