

Gazette

No. GN 15, Wednesday, 19 April 2006

Published by the Commonwealth of Australia

GOVERNMENT NOTICES

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Special Gazettes Nos S 54 and S 55 are attached

The date of publication of this Gazette is 19 April 2006

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Australian Government

Attorney-General's Department

Office of Legislative Drafting and Publishing

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- drafting
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- the basis and role of delegated legislation and other instruments made under a statutory power
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How to contact us

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A charge of \$143.00 per page will apply to the submission of notices for this Gazette.

CUSTOMER ACCOUNT NUMBERS must be clearly indicated on the covering sheet and submitted with your notice. Any notice submitted without this information will not be published.

CLOSING TIMES

Copy for inclusion in this Gazette will be accepted by the Gazette Office until 10.00 am on Friday in the week before publication, unless an earlier closing time has been advised.

All inquiries should be directed to (02) 6250 5510.

Variation of closing times

Anzac Day - Issue of 26 April 2006 (GN 16)

As Tuesday 25 April 2006 is a public holiday in the Australian Capital Territory, closing time for lodgment of all notices for publication in GN 16 will be:

Thursday, 20 April 2006 at 10.00 am.

General Information

GAZETTE INQUIRIES

Lodgment Inquiries: (02) 6250 5510 Subscriptions (Fax): (02) 6293 8388 Subscriptions (Tel): 1300 857 522

The **GOVERNMENT NOTICES GAZETTE** is published each Wednesday and contains a range of legislation and information about legislation as well as special information and government departments' notices. The Gazette is sold at \$6.40 each or on subscription for \$314.00 (50 issues). Prices are GST inclusive.

NOTICES FOR PUBLICATION and related correspondence can be lodged:

By hand or post: Gazette Office, Attorney General's Department, Cnr Kings Avenue and National Circuit, Barton

By fax: (02) 6250 5995

By e-mail: gazettes@ag.gov.au.

Notices received before closing times will be accepted for publication in the next available issue of the *Gazette*, unless otherwise specified.

All notices lodged for publication must be accompanied by a covering note clearly setting out requirements. For the purposes of publication, electronic copy is preferred. However, publication of hard copy notices can be arranged. Further information is provided below.

Publication of hard copy notices

Where a notice for publication includes a signature or other handwritten material that must appear in the published notice, a hard copy of the notice will be accepted for publication. The notice must be either an original or a good copy. Print should be confined to one side of the paper and sheets must be A4 size and numbered consecutively. Dates, proper names and signatures are to be shown clearly. An electronic copy of the notice should also be e-mailed to the Gazette Office.

Publication of electronic notices

Where a notice for publication is provided in electronic form it should be provided in Word, RTF (Rich Text Format) or searchable PDF format.

For further information contact the Gazette Office on (02) 6250 5510. Information is also available from the following Internet site: http://www.aq.gov.au/GNGazette/.

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All notices for publication must be lodged by the following times (except at holiday periods for which special advice of earlier closing times will be given).

All Government Notices Gazette copy: Friday at 10.00 am in the week prior to publication.

Special Gazette Notices: by 9.30 am on the day of publication.

Periodic Gazettes: as agreed but generally 7 working days prior to date of publication.

ADVERTISING RATES (GST inclusive)

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- · during business hours: \$264 per page.
- outside normal business hours: \$396 per page for the first two pages and \$264 for each subsequent page.

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Other charges may apply, for further information please see the Lodging Notices section, More information at http://www.ag.gov.au/GNGazette

Additional copies of Special and Periodic Gazettes can be provided at a cost of 2 cents per page per copy — minimum charge: \$5.

Payment may be made by credit card, EFT, cheque, money order or customer account code (for account code customers only).

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AVAILABILITY

The *Gazette* may be purchased by mail order (Tel. 1300 857 522, Fax (02) 6293 8388) from CanPrint Communications, 16 Nyrang Street, Fyshwick ACT 2609. Over the counter sales are available from CanPrint Communications at the address above.

Over the counter sales are also available from the following outlets:

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Canberra: CanPrint Communications

16 Nyrang Street Fyshwick ACT 2609

Phone: 1300 857 522 Fax: (02) 6293 8388

Melbourne: Information Victoria

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Phone: 1 300 366 356 Fax: (03) 9603 9920

Brisbane: Goprint 371 Vulture Street Woolloongabba QLD 4102

Phone: (07) 3246 3399 Fax: (07) 3246 3534 **Hobart:** Printing Authority of Tasmania

2 Salamanca Place Hobart TAS 7000

Phone: 1 800 030 940 Fax: (03) 6223 7638

Adelaide: Service SA Government Legislation Outlet

Ground Floor 101 Grenfell Street Adelaide SA 5000

Phone: 13 2324 Fax: (08) 8207 1949 **Sydney:** NSW Government Information

Ground Floor Goodsell Building Cnr Hunter & Phillip Streets

Sydney NSW 2000

Phone: (02) 9238 0950 Fax: (02) 9228 7227

GAZETTES

When a *Special Gazette* is issued outside normal business hours, a copy of the Gazette will be posted on a noticeboard at the front entrance of the Attorney-General's Department, cnr Kings Avenue and National Circuit, Barton ACT 2600. Copies will be available on the next business day from CanPrint Communications, 16 Nyrang Street, Fyshwick ACT 2609.

ALL REMITTANCES should be made available to: Collector of Public Moneys, Attorney-General's Department.

Department of the Senate

Acts of Parliament assented to

IT IS HEREBY NOTIFIED for general information that His Excellency the Governor-General, in the name of Her Majesty, assented on 6 April 2006 to the undermentioned Acts passed by the Senate and the House of Representatives in Parliament assembled, viz:

No. 22, 2006 — An Act to amend the *Family Law Act 1975*, and for related purposes [*Jurisdiction of Courts (Family Law) Act 2006*].

No. 23, 2006 — An Act to amend the law relating to the jurisdiction of the Federal Magistrates Court, and for related purposes [Jurisdiction of the Federal Magistrates Court Legislation Amendment Act 2006].

No. 24, 2006 — An Act to amend maritime legislation, and for related purposes [Maritime Legislation Amendment Act 2006].

No. 25, 2006 — An Act to amend the *Ombudsman Act 1976*, and for related purposes [*Postal Industry Ombudsman Act 2006*].

HARRY EVANS Clerk of the Senate

Government Departments

Communications, Information Technology and the Arts

AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY

Telecommunications Act 1997

Subsection 56(3)

NOTIFICATION OF GRANT OF CARRIER LICENCE

The Australian Communications and Media Authority gives notice under subsection 56(3) of the *Telecommunications Act 1997* ('the Act') that on 7 April 2006 a carrier licence was granted to Nomad Networks Pty Ltd, ACN 116 539 014 under subsection 56(1) of the Act.

AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY

Telecommunications Act 1997

Subsection 56(3)

NOTIFICATION OF GRANT OF CARRIER LICENCE

The Australian Communications and Media Authority gives notice under subsection 56(3) of the *Telecommunications Act 1997* ('the Act') that on 3 April 2006 a carrier licence was granted to Broadbandnet Pty Ltd, ACN 105 565 222 under subsection 56(1) of the Act.

The National Library of Australia intends to publish *Java la Grande* by William Richardson, a book investigating theories of early Portuguese discovery and mapping of Australia. Anyone who believes that they may have inherited copyright in the following items is invited to contact Dr Paul Hetherington, Director of Publishing, National Library of Australia, Parkes Place, Parkes, Canberra, ACT 2600 before 15 May 2006.

'The author's reconstruction of the "Dauphin" map, compiled from sectional tracings after R.H. Major with additions from the maps of Jean Rotz (1542) and Pierre Desceliers (1550)'

In 'Java la Grand—the forgotten continent' by C. Halls in *The Westerly* 4/1964, page 45. Published Quarterly by the University of Western Australia Press

Environment and Heritage



Australian Government

Department of the Environment and Heritage

Environment Protection and Biodiversity Conservation Regulations 2000

Part 8A

Declaration of Exempt Biological Resources

I, IAN CAMPBELL, Minister for the Environment and Heritage, acting pursuant to regulation 8A.05(1) of the *Environment Protection and Biodiversity Conservation Regulations 2000*, being satisfied there are reasonable grounds to believe that:

- access to the biological resources, or collection of biological resources, specified in Schedule 1 (the biological resources) is controlled by another Commonwealth law in a manner that is consistent with the purpose of Part 8A of the Regulations; and,
- if a declaration is made under regulation 8A.05(1) access to the biological resources will be in a manner that is consistent with Part 8A,

hereby declare that Part 8A does not apply to the biological resources, and does not apply in the circumstances, if any, specified in Schedule 2.

Dated this

day of February, 2006.

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Schedule 1 – The Biological Resources

Minister for the Environment and Heritage

Biological resources within the Great Barrier Reef Marine Park

Schedule 2 - Specified Circumstances in Which Exemption Applies

Part 8A does not apply to biological resources within the Great Barrier Reef Marine Park:

- where access is for non-commercial purposes; or
- where access is for commercial purposes or potential commercial purposes and a benefit-sharing agreement that, if it were required by reg 8A.07, would comply with reg 8A.08 has been entered into with the Commonwealth, and a copy of the agreement has been provided to the Minister and to GBRMPA.



Australian Government

Department of the Environment and Heritage

Environment Protection and Biodiversity Conservation Regulations 2000

Part 8A

Declaration of Exempt Biological Resources

I, IAN CAMPBELL, Minister for the Environment and Heritage, acting pursuant to regulation 8A.05(1) of the Environment Protection and Biodiversity Conservation Regulations 2000, being satisfied there are reasonable grounds to believe that:

access to the biological resources, or collection of biological resources, specified in Schedule 1 (the biological resources) is administered by a Commonwealth department or agency in a manner that is consistent with the purpose of Part 8A of the Regulations,

hereby declare that Part 8A does not apply to the biological resources, and does not apply in the circumstances, if any, specified in Schedule 2.

Dated this 9th day of belowing, Look

Minister for the Environment and Heritage

Schedule 1 – The Biological Resources

Specimens held away from their natural environment as a documented collection by the Australian Institute of Marine Sciences.

Schedule 2 - Specified Circumstances in Which Exemption Applies

N/A



MINISTER FOR THE ENVIRONMENT AND HERITAGE

FUEL QUALITY STANDARDS ACT 2000

GRANT OF APPROVAL - SECTION 13

I, Ian Gordon Campbell, Minister for the Environment and Heritage, pursuant to section 13 of the Fuel Quality Standards Act 2000 (the Act), having consulted with the Fuel Standards Consultative Committee as required by section 24A of the Act, hereby grant an approval to the organisations listed below:

- 1. Advanced Vehicle Operations Australia.
- 2. Allica's Motorcycles.
- Gene Cook Race Engines.

This approval varies the fuel standard for petrol set out in the Fuel Standard (Petrol) Determination 2001 (the Determination) in respect of the use by the approval holders so that petrol with a lead content of more than 0.005g/L will be taken to comply with the lead parameter specified in the Determination.

Approval is granted subject to the conditions specified in Section 17 of the Act.

The approval is granted for the period from the date of this approval until 31 December 2006.

Dated 30" & March, 2006.

Minister for the Environment and Heritage

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MINISTER FOR THE ENVIRONMENT AND HERITAGE

NOTICE UNDER SECTION 17A OF THE FUEL QUALITY STANDARDS ACT 2000 CONCERNING A DECISION UNDER SECTION 13 OF THAT ACT TO GRANT AN APPROVAL FOR A VARIATION OF THE FUEL QUALITY STANDARD (PETROL) DETERMINATION 2001

I, Ian Gordon Campbell, Minister for the Environment and Heritage, provide the following information concerning my decision to grant an approval under section 13 of the Fuel Quality Standards Act 2000 (the Act).

Name of approval holder

The approval has been granted to the following businesses

- 1. Advanced Vehicle Operations Australia.
- 2. Allica's Motorcycles.
- 3. Gene Cook Race Engines.

Period of operation

The period of operation of the approval is the date of the approval until 31 December 2006.

Details of the approved variation of the fuel standard

In respect of petrol supplied to the holders of the approval or a regulated person, this approval varies the Fuel Standard (Petrol) Determination 2001 (the Determination) so that petrol with a lead content of more than 0.005gm/L of lead complies with the lead specification for petrol in the Determination.

Copies of the relevant approval instrument is attached to this Notice.

Background

The businesses listed on the Approval Instrument require access to leaded fuel for the purposes of tuning and testing select vehicles.

Section 15 of the Act provides that I must have regard to the following when deciding whether or not to grant an approval:

- (a) the protection of the environment;
- (b) the protection of occupational and public health and safety;
- (c) the interests of consumers; and
- (d) the impact on economic and regional development.

I may also have regard to any other matters I consider relevant.

Section 24A of the Act provides that I must consult, and have regard to, the recommendations of the Fuel Standards Consultative Committee (the Committee) before granting an approval under section 13. The Committee considered these applications at its 17 November 2005 meeting and I had regard to the recommendation made by the Committee before signing the instrument granting the approval.

Findings on material questions of fact

(2) Protection of the environment

I do not expect that significant environmental issues will be raised by these approvals.

The dynotuner applicants will only be issued with one passbook each, and will be limited to 200 litres per purchase (one purchase per day) once every seven days.

Protection of occupational and public health and safety

I do not expect that significant occupational and public health and safety issues will be raised by this application.

Interests of consumers (c)

An approval can be granted under section 13 of the Act, and the note on this clause in the Fuel Quality Standards Bill 2000 Revised Explanatory Memorandum states that this provision is intended to cater to situations such as where a motor sports organisation or a business supporting motor sports activities applies for an approval for supply or use of non-compliant fuel on behalf of teams participating in an organised motor racing event.

Impact on economic and regional development

Motor and water sport activities can contribute towards stimulating local economic and regional development.

Evidence or other material on which the findings were based

The approval applications and the recommendation of the Committee dated 17 November 2005.

Reasons for decision

The amount of leaded fuel that will be used by the approval applicants will be minimal.

The granting of this approval will not have a significant impact on the environment.

Minister for the Environment and Heritage

/2006

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MINISTER FOR THE ENVIRONMENT AND HERITAGE

FUEL QUALITY STANDARDS ACT 2000

GRANT OF APPROVAL - SECTION 13

I, Ian Gordon Campbell, Minister for the Environment and Heritage, pursuant to section 13 of the Fuel Quality Standards Act 2000 (the Act), having consulted with the Fuel Standards Consultative Committee as required by section 24A of the Act, hereby grant this approval to the Shell Company of Australia.

This approval varies the fuel standard for diesel set out in the Fuel Standard (Automotive Diesel) Determination 2001 (the Determination) in respect of supply by the approval holder, or by other persons specified in Annexure 1, so that

- diesel with a sulphur content of up to 400 parts per million will be taken to comply with the sulphur parameter specified in the Determination until 31 December 2006 and
- b) diesel with a sulphur content of up to 150 parts per million will be taken to comply with the sulphur parameter specified in the Determination until 31 December 2007.

Approval is granted subject to the conditions specified in Section 17 of the Act and in Annexure 2.

Approval is granted for the period from the date of this approval until 31 December 2006.

Dated 30 mg / March, 2006.

Minister for the Environment and Heritage

Annexure 1

The following are regulated persons under paragraph 13(1)(b) of the Fuel Quality Standards Act 2000.

Shell Shell Distributors PO Box 40 Cocos (Keeling) Islands INDIAN OCEAN 6799

Cocos Island Co-operative Society PO Box 1058 Cocos (Keeling) Islands INDIAN OCEAN 6799

Annexure 2

Conditions of approval

Conditions that apply to the approval holder and to the regulated persons

This approval is subject to the following conditions:

The approval holder is required to submit, to the Minister for the Environment and Heritage, inventory reports regarding levels of non-compliant stock.

This information is to be supplied by 1 June 2006, with a final report supplied by 1 November 2006.

The fuel specified in this approval may only be supplied for use on the Cocos Islands.



MINISTER FOR THE ENVIRONMENT AND HERITAGE

NOTICE UNDER SECTION 17A OF THE FUEL QUALITY STANDARDS ACT 2000 CONCERNING A DECISION UNDER SECTION 13 OF THAT ACT TO GRANT AN APPROVAL FOR A VARIATION OF THE FUEL QUALITY STANDARD (AUTOMOTIVE DIESEL) DETERMINATION 2001

I, Ian Gordon Campbell, Minister for the Environment and Heritage, provide the following information concerning my decision to grant an approval under section 13 of the Fuel Quality Standards Act 2000 (the Act).

Name of approval holder

The approval has been granted to the Shell Company of Australia

Period of operation

The period of operation of the approval is the date of the approval until 31 December 2007.

Details of the approved variation of the fuel standard

In respect of automotive diesel supplied by the holder of the approval or a regulated person, this approval varies the Fuel Standard (Automotive Diesel) Determination 2001 (the Determination) so that diesel with a sulphur content of up to 400 parts per million will be taken to comply with the sulphur parameter specified in the Determination from the date of this notice until 31 December 2006 and diesel with a sulphur content of up to 150 parts per million will be taken to comply with the sulphur parameter specified in the Determination from 1 January 2007 until 31 December 2007.

A copy of the relevant approval instrument is attached to this Notice.

Background

Shell Australia supplies both diesel and jet fuel to the Cocos Islands. According to Shell the total volume supplied to Cocos Islands in the last 12 month period was around 1.7Ml, with 1.4Ml supplied to the Department of Transport and Regional Services (DOTARS) for use as fuel for power generation.

For logistical cost effectiveness, the vessels carrying fuel to the Cocos Islands must carry both jet and diesel. The product is discharged down the same wharf line, and then directed into separate terminal tanks for the Jet and diesel.

As jet fuel cannot be contaminated with diesel fuel, vessel discharging sequences mean some jet fuel will be flushed into the diesel tanks. The general order of discharge at Cocos Islands is diesel followed by jet and then the discharge is finished with diesel. This order of discharge is a requirement as the wharf lines cannot be rested on jet and thus they must be rested on diesel (ie diesel must be left in the pipelines after a discharge is complete).

Section 15 of the Act provides that I must have regard to the following when deciding whether or not to grant an approval:

(a) the protection of the environment;

- (b) the protection of occupational and public health and safety;
- (c) the interests of consumers; and
- (d) the impact on economic and regional development.

I may also have regard to any other matters I consider relevant.

Section 24A of the Act provides that I must consult, and have regard to, the recommendations of the Fuel Standards Consultative Committee (the Committee) before granting an approval under section 13. The Committee considered this application at its 17 November 2005 meeting and I had regard to the recommendation made by the Committee before signing the instrument granting the approval.

Findings on material questions of fact

(a) Protection of the environment

The diesel supplied to the Cocos Islands is mainly used to power stationery electricity generators. As the Cocos Islands do not currently have an air quality problem, the impacts on the environment as a result of the approval are expected to be minimal.

(b) Protection of occupational and public health and safety

It is not expected that there will be any adverse impacts on occupational and public health and safety from the approval. The applicant is now importing diesel with 50ppm sulphur from 1 January 2006.

(c) Interests of consumers

If the approval is not granted and diesel cannot continue to be supplied then the supply of electricity to Cocos Islands could be compromised. As it is not expected that there will be diesel vehicles on the Islands requiring 50ppm sulphur fuel, the operability impacts of the higher sulphur diesel should not be an issue.

(d) Impact on economic and regional development

The approval is required to avoid a potential energy supply shortfall which would have adverse impacts on the Cocos Islands economy.

Evidence or other material on which the findings were based

The approval applications and the recommendation of the Fuel Standards Consultative Committee dated 17 November 2005.

Reasons for decision

The approval is required to avoid a potential energy supply shortfall on Cocos Islands and the special circumstance of the Islands warrant an approval in this instance. The granting of this approval will not have a significant impact on the environment.

Minister for the Environment and Heritage

7 / **3** /2006



Australian Government

Department of the Environment and Heritage

ENVIRONMENT PROTECTION (SEA DUMPING) ACT 1981 MATTERS TO BE PUBLISHED IN THE GAZETTE FOR THE PERIOD: 1 March 2006 – 31 March 2006

Pursuant to section 25 of the Environment Protection (Sea Dumping) Act 1981, notice is given that:

Applications received

- An application was received on 21 March 2006 from John R Whyman Funeral Services,
 1 Little Church Street, Bega, NSW, 2550, to carry out a burial at sea approximately
 28 nautical miles east of Merimbula, NSW.
- An application was received on 29 March 2006 from the Australian Maritime Safety Authority, PO Box 7051, Canberra Business Centre, ACT, 2610, to dump at sea a derelict vessel off Cape York, QLD.
- An application was received on 29 March 2006 from Albany Port Authority,
 85 Brunswick Rd, Albany, WA, 6330, to load for the purposes of dumping, and to dump up to 13.8 million cubic metres of dredge material from the Port of Albany.
- An application was received on 6 March 2006 from Pilbra Iron Pty Ltd, GPO Box A42, Perth, WA, 6837, to load for the purposes of dumping, and to dump up to 2,455 cubic metres of dredge material derived from capital dredging of berthing pockets, a channel and turning basin from the Port of Dampier, WA.

Permits Granted

- A sea dumping permit was granted on 23 March 2006 to John R Whyman Funeral Services, 1 Little Church Street, Bega, NSW, 2550 to carry out a burial at sea approximately 28 nautical miles east of Merimbula, NSW.
- A sea dumping permit was granted on 3 March 2006 to the Australian Federal Police, GPO Box 485G, Melbourne, VIC, 3001, to dump at sea the vessel MV Pong Su during the training exercise TASMANEX 06.
- A sea dumping permit was granted on 22 March 2006 to Pilbra Iron Pty Ltd,
 GPO Box A42, Perth, WA, 6837, to constuct an artifical reef within King Bay,
 Dampier, WA.

Copies of relevant documentation may be obtained, upon request, from the Director, Ports and Marine Section, Department of the Environment and Heritage, GPO Box 787, CANBERRA, ACT 2601. Ph: 02 6274 2995, Fax: 02 6274 1105.

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Ports and Marine Section

7 April 2006

GPO Box 787 Canberra ACT 2601 Telephone 02 6274 1111 Facsimile 02 6274 1666
Internet: www.deh.gov.au

DEPARTMENT OF THE ENVIRONMENT AND HERITAGE

Environment Protection and Biodiversity Conservation Act 1999

Pursuant to section 77(1)(b) of the *Environment Protection and Biodiversity* Conservation Act 1999 and paragraph 16.02(1)(a) of the Environment Protection and Biodiversity Conservation Regulations 2000, notice is hereby given that the Minister for the Environment and Heritage or a delegate of that Minister, has decided that each action identified in the following table is not a controlled action.

Reference No	Title of action	Date of Decision	Component decision under s.77A applies
2006/2688	Alinta Cogeneration (Wagerup) Pty Ltd/Energy generation and supply/Wagerup/WA/Wagerup Cogeneration Project	10-APR- 2006	No
2006/2667	Chevron Australia Pty Ltd/Exploration (mineral, oil, gas)/Barrow Island/WA/Barrow Island 2D Seismic survey	10-APR- 2006	No
2006/2660	Emily Valley Estate Pty Ltd/Urban and commercial new development/Alice Springs/NT/Emily Valley residential estate, Stegar Road	05-APR- 2006	No
2006/2626	Powerlink Queensland/Energy generation and supply/Townsville/QLD/Townsville South to East power line & substation	04-APR- 2006	Yes

NOTICE OF A PARTICULAR MANNER DECISION UNDER SECTION 77A

Pursuant to section 77A and section 77(1)(b) of the *Environment Protection and Biodiversity Conservation Act 1999* and paragraph 16.02(1)(a) of the *Environment Protection and Biodiversity Conservation Regulations 2000*, notice is hereby given that, in deciding whether an action is a controlled action or not, the Minister for the Environment and Heritage or a delegate of that Minister, decided that a provision of Part 3 of the Act is not a controlling provision for each action identified in the following table because of the particular manner in which the action will be taken.

Reference No	Title of action	Component Decision - Controlling Provisions and Particular Manner of undertaking the action
2006/2626	Powerlink Queensland/ Energy generation and supply/Townsville/QLD/ Townsville South to East power line & substation	 sections 12 and 15A (World Heritage property). sections 18 and 18A (Listed threatened species and communities). sections 20 and 20A (Listed migratory species). Manner in which the proposed action is to be taken: 1. Construction of the transmission line and associated infrastructure will be undertaken in accordance with the Erosion and Sediment Control Plan and Acid Sulphate Soil Management Plan (Section 5.1 of the referral). An ecologist will visit the construction site immediately prior to, and at commencement of boring, to determine the actual repulsion effect that boring operations have on waders and to determine the need for a visual screen, and other appropriate mitigation measures. 3. No structures are to be constructed over the Ross River channel. 4. To achieve minimal clearing of land excised from the proposed environmental reserve for the transmission line, existing access tracks will be used, wherever practicable. New access tracks, if necessary, will be provided at grade. 5. Towers will be located outside of freshwater wetland areas.

2006/2626 cont...

Powerlink Queensland/ Energy generation and supply/Townsville/QLD/ Townsville South to East power line & substation cont...

- 6. Clearing through woodland areas will use techniques such as scalloped clearing between towers, raised tower heights and helicopter stringing, to minimise the extent of clearing as far as practical.
 - Prior to construction, a targeted survey will be undertaken to locate any trees that are being utilised as roost trees by microbats. If any roost trees are located an Anabat survey will be conducted on these trees to determine if there is the presence/absence of the Barerumped Sheathtail Bat. If the use of the roost trees cannot be discounted:
 - a) partial lopping of trees must be undertaken to retain any roost hollows that occur below the safe clearance zone to the conductors;
 - b) a suitably qualified bat expert will oversee the removal and relocation of microbats from hollows prior to removal of trees together with the provision of alternative roost structures adjacent to the easement; and
 - c) relocation of bats will occur outside the months of December to March, when suckling young are with their mothers.

Some public notifications on the Internet and in the Gazette relating to the processing of referrals for approval under Chapter 4 of the *Environment Protection and Biodiversity Conservation Act 1999* may occasionally be missed in processing by the Department of Environment and Heritage, or may not meet timeframes for notification. The Department of the Environment and Heritage has implemented systems and ongoing quality assurance procedures to minimise any risk of missing a notification within the required timeframe. Where a missed notification is identified the practice will be to notify these even though the timeframe for notification has lapsed. This will ensure that the history of notifications for each referral is available to the public. The Department of the Environment and Heritage regrets any inconvenience that may be caused by a missed notification. Please note that late notifications have not affected subsequent processing of referrals or assessments and they do not affect decisions made.

For more information see: http://www.deh.gov.au/epbc

Treasury

COMMONWEALTH OF AUSTRALIA

Foreign Acquisitions and Takeovers Act 1975

ORDER UNDER SUBSECTION 22(1)

WHEREAS -

- (A) Gui Hua Yap is a foreign person for the purposes of section 21A of the Foreign Acquisitions and Takeovers Act 1975 ('the Act'); and
- (B) Gui Hua Yap proposes to acquire an interest in Australian urban land referred to in the notice furnished on 10 March 2006 under section 26A of the Act.

NOW THEREFORE, I John Hill, Acting General Manager of the Foreign Investment and Trade Policy Division, of the Treasury and authorised to make this order for and on behalf of the Treasurer, PROHIBIT, pursuant to subsection 22(1) of the Act, the proposed acquisition for a period not exceeding ninety days after this order comes into operation, for the purpose of enabling consideration to be given as to whether an order should be made under subsection 21A(2) of the Act in respect of the proposed acquisition.

Dated this 12 th day of April 2006

Acting General Manager

COMMONWEALTH OF AUSTRALIA

Foreign Acquisitions and Takeovers Act 1975

ORDER UNDER SUBSECTION 22(1)

WHEREAS -

- (A) SG Property Investments Pty Limited is a foreign entity for the purposes of section 21A of the Foreign Acquisitions and Takeovers Act 1975 ('the Act'); and
- (B) SG Property Investments Pty Limited proposes to acquire an interest in Australian urban land referred to in the notice furnished on 8 March 2006 under section 26A of the Act.

NOW THEREFORE, I, John Hill, Acting General Manager of the Foreign Investment and Trade Policy Division, of the Treasury and authorised to make this order for and on behalf of the Treasurer, PROHIBIT, pursuant to subsection 22(1) of the Act, the proposed acquisition for a period not exceeding ninety days after this order comes into operation, for the purpose of enabling consideration to be given as to whether an order should be made under subsection 21A(2) of the Act in respect of the proposed acquisition.

Dated this 7 th

y of April 20

Acting General Manager

COMMISSIONER OF TAXATION

The Commissioner of Taxation, Michael D'Ascenzo, gives notice of the following Rulings, copies of which can be obtained from Branches of the Australian Taxation Office or at http://law.ato.gov.au.

NOTICE OF RULINGS

Ruling Number	Subject	Brief Description
GSTD 2006/1	Goods and services tax: is a payment from a non-resident car manufacturer to an Australian distributor under an offshore warranty chargeback arrangement subject to GST?	This Determination concludes that a payment from a non-resident car manufacturer to an Australian distributor under an offshore warranty chargeback arrangement is not subject to GST. This Determination explains the Commissioner's view of the law as it applied from 1 July 2000.
GSTD 2006/2	Goods and services tax: does an Australian entity make a taxable supply when it supplies repair services under a warranty given by a non-resident manufacturer?	 This Determination concludes that, if you supply repair services to a non-resident: who is not in Australia when the repairs are done; who acquires the services in carrying on its enterprise, but who is not registered or required to be registered; and the supply is provided, or is required to be provided under an agreement between the supplier and the non-resident manufacturer, to another entity in Australia, then subsection 38-190(3) of the A New Tax System (Goods and Services Tax) Act 1999 (the GST Act) applies and the supply is not GST-free under item 2 in the table in subsection 38-190(1) of the GST Act. The supply is a taxable supply if the requirements of section 9-5 of the GST Act are met. This Determination explains the Commissioner's view of the law as it applied from 1 July 2000.
CR 2006/26	Income tax: assessable income: football umpires: East Gippsland Umpires Association Incorporated receipts	This Ruling applies to Australian Rules Football umpires who receive payments for umpiring matches for the East Gippsland Umpires Association Inc. in eastern Victoria. This Ruling applies from 1 January 2006.
CR 2006/27	Income tax: La Trobe University – Victorian Public Health Training Scheme Scholarships	This Ruling applies to full time students at La Trobe University who are enrolled in its Master of Health Sciences (Public Health Practice) and receive a Victorian Public Health Training Scheme Scholarship.
CR 2006/28	Income tax: Deakin University – The Faculty of Science and Technology Industry Based Learning Program scholarships	This Ruling applies from 1 January 2006. This Ruling applies to undergraduate students at Deakin University who receive The Faculty of Science and Technology Industry Based Learning Program scholarship. This Ruling applies from 1 October 2005.
CR 2006/29	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Macquarie Infrastructure Trust (I)	This Ruling applies to: the unitholders of the Macquarie Infrastructure Trust (I) who are either residents of Australia or non-residents of Australia who are subject to capital gains tax under the provisions of sections 136-10 and 136-25 of the Income Tax Assessment Act 1997; and Macquarie Infrastructure Investment Management Limited, as trustee of the Trust (the Responsible Entity). This Ruling applies to the income year for a unitholder in which the Constitution of the Trust is amended.
CR 2006/30	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Macquarie Infrastructure Trust (II)	This Ruling applies to: the unitholders of the Macquarie Infrastructure Trust (II) who are either residents of Australia or non-residents of Australia who are subject to capital gains tax under the provisions of sections 136-10 and 136-25 of the <i>Income Tax Assessment Act 1997</i> ; and Macquarie Infrastructure Investment Management Limited, as trustee of the Trust. This Ruling applies to the income year for a unitholder in which the Constitution of the Trust is amended.

CR 2006/31	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Diversified Utility and Energy Trust No 1	This Ruling applies to: the unitholders of the Diversified Utility and Energy Trust No 1 who are either residents of Australia or non-residents of Australia who are subject to capital gains tax under the provisions of sections 136-10 and 136-25 of the Income Tax Assessment Act 1997; and AMPCI Macquarie Infrastructure Management No 1 Limited, as trustee of the Trust. This Ruling applies to the income year for a unitholder in which the Constitution of the Trust is amended.
CR 2006/32	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Diversified Utility and Energy Trust No 2	 This Ruling applies to: the unitholders of the Diversified Utility and Energy Trust No 2 who are either residents of Australia or non-residents of Australia who are subject to capital gains tax under the provisions of sections 136-10 and 136-25 of the <i>Income Tax</i> Assessment Act 1997; and AMPCI Macquarie Infrastructure Management No 2 Limited, as trustee of the Trust. This Ruling applies to the income year for a unitholder in which the Constitution of the Trust is amended.
CR 2006/33	Income tax: share buy-back: BHP Billiton Limited	This Ruling applies to shareholders of BHP Billiton Limited, a publicly listed company, who disposed of shares under the BHP Billiton's off-market share buy back which was announced by BHP Billiton on 15 February 2006 and described in the Scheme part of this Ruling. This Ruling applies to the income year for a participating shareholder in which that shareholder disposed of shares under the Buy-Back of ordinary shares described in the Scheme part of the Ruling.

NOTICE OF ADDENDUM

Ruling Number	Subject	Brief Description
PR 2005/114	Income tax: Film Investment – 'Vista Bay'	This Addendum amends PR 2005/114 to allow for an increase in production budget and for a change in the date of acceptance of irrevocable letters of intent from Investors.

NOTICE OF WITHDRAWALS

Ruling Number	Subject	Brief Description
CR 2006/29	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Macquarie Infrastructure Trust (I)	This Class Ruling is withdrawn from 1 July 2006.
CR 2006/30	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Macquarie Infrastructure Trust (II)	This Class Ruling is withdrawn from 1 July 2006.
CR 2006/31	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Diversified Utility and Energy Trust No 1	This Class Ruling is withdrawn from 1 July 2006.
CR 2006/32	Income tax: capital gains: amendment of constitution: possibility of creation of a new trust: Diversified Utility and Energy Trust No 2	This Class Ruling is withdrawn from 1 July 2006.
CR 2006/33	Income tax: share buy-back: BHP Billiton Limited	This Class Ruling is withdrawn from 1 July 2006.

Commissioner of Taxation NOTICE OF A DATA MATCHING PROGRAM

The Australian Taxation Office (Tax Office) will request and collect details of individuals or entities who have purchased or acquired a motor vehicle valued at \$70,000 or higher from the following sources:

- New South Wales, Roads and Traffic Authority, NSW
- Queensland, Queensland Transport
- Victoria, Vic Roads
- Tasmania, Department of Infrastructure, Energy and Resources
- South Australia, Department for Transport, Energy and Infrastructure (Transport SA)
- Western Australia, Department for Planning and Infrastructure
- Northern Territory, Northern Territory Department of planning and infrastructure (Transport Division), and
- Australian Capital Territory, ACT Road Transport Authority Road User Services, Urban Services

These will be electronically matched with certain sections of Tax Office data holdings to identify non compliance with lodgment and payment obligations under taxation law. Records relating to approximately 600,000 persons or entities will be matched.

This program is called the Luxury Vehicle Data Matching Project and it enables the Tax Office:

- To address non compliance with lodgment and debt payment through electronic bulk matching data to identify potential Tax Office activity; and
- To be more strategic in its approach to Tax Office business activities.

A document describing this program has been prepared in consultation with the Office of the Federal Privacy Commissioner. A copy of this document is available from:

Luxury Vehicle Project Australian Taxation Office PO Box 11 Newcastle 2300

or by phoning Greg Moran on (02) 49 231112

The Tax Office complies with the Federal Privacy Commissioner's *Guidelines on Data Matching in Commonwealth Administration* which includes standards for data matching to protect the privacy of individuals.



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SPECIAL

COMMONWEALTH OF AUSTRALIA

Workplace Relations Act 1996

Notice under paragraphs 337(4)(d), 370(4)(d) and 384(3)(c) – Providing employees with the information statement

I, PETER MCILWAIN, Employment Advocate, acting under paragraphs 337(4)(d), 370(4)(d) and 384(3)(c) of the *Workplace Relations Act 1996*, revoke all previous notices issued under these paragraphs, and GIVE NOTICE, as set out hereunder, of the approved form of the information statements which an employer must take reasonable steps to ensure that all eligible employee(s) in relation to making, varying and terminating by approval a workplace agreement, are to be given before the agreement is approved:

- 1. The information statements relevant to the type of workplace agreement, are as follows:
- When making, varying and terminating by approval an Australian workplace agreement use INFORMATION STATEMENT FOR EMPLOYEES AUSTRALIAN WORKPLACE AGREEMENTS immediately below

INFORMATION STATEMENT FOR EMPLOYEES AUSTRALIAN WORKPLACE AGREEMENT

IMPROVING AUSTRALIAN WORKPLACES

You must have this Information Statement for at least seven days before you make, vary, or agree to terminate an Australian workplace agreement with your employer.

If you have any questions, you can call the Office of the Employment Advocate (OEA) on 1300 366 632, or visit www.oea.gov.au.

WHAT IS AN AUSTRALIAN WORKPLACE AGREEMENT?

An Australian workplace agreement is an individual written agreement between you and your employer that sets out terms and conditions of your employment.

An Australian workplace agreement does not start to operate until your employer lodges it with the OEA.

WHAT DOES AN AUSTRALIAN WORKPLACE AGREEMENT DO?

Once an Australian workplace agreement starts to operate, it replaces any award or workplace agreement that would otherwise apply to you. An Australian workplace agreement overrides employment conditions in state or territory laws, if the Australian workplace agreement mentions those conditions. However, an Australian workplace agreement cannot override state or territory laws which cover occupational health and safety, workers' compensation or certain laws dealing with training arrangements.

Where the conditions in an Australian workplace agreement are less favourable than the conditions in the Australian Fair Pay and Conditions Standard (the Standard), the conditions in the Standard will apply (see page 3).

Protected award conditions are included in an Australian workplace agreement, unless these conditions are specifically removed or changed by the Australian workplace agreement (see page 4).

CAN SOMEONE HELP ME NEGOTIATE AN AUSTRALIAN WORKPLACE AGREEMENT WITH MY EMPLOYER?

You can appoint a person to help you, or represent you, in making, varying or terminating an Australian workplace agreement. That person is called a bargaining agent. A bargaining agent can be a friend, relative, solicitor, union representative or any other person whose advice you trust.

If you decide to appoint a bargaining agent, you must do it in writing. Your employer cannot refuse to recognise your bargaining agent, but you must give your employer a copy of the written appointment.

DO I HAVE TO SIGN AN AUSTRALIAN WORKPLACE AGREEMENT?

No. You can choose to sign, or not to sign, an Australian workplace agreement. However, under the law, if you are a new employee, your employer can make the offer of a job conditional on signing an Australian workplace agreement.



INFORMATION STATEMENT FOR EMPLOYEES AUSTRALIAN WORKPLACE AGREEMENT



HOW IS AN AUSTRALIAN WORKPLACE AGREEMENT MADE?

Your employer must give you the proposed Australian workplace agreement, or give you ready access to it, for at least seven days before your Australian workplace agreement is signed. If you wish, you can waive this seven day period, but you must do it in writing.

If your Australian workplace agreement incorporates terms from another workplace agreement or award, your employer must also give you the other workplace agreement or Australian workplace agreement or award, or give you ready access to it.

If there are any changes to the proposed Australian workplace agreement, after your employer has given it to you and before you have signed it, your employer must give you a copy of the changed Australian workplace agreement for an extra seven days before it is signed.

HOW IS AN AUSTRALIAN WORKPLACE AGREEMENT APPROVED?

An Australian workplace agreement is approved when both you and your employer sign and date the Australian workplace agreement, and your signatures are witnessed. If you are under the age of 18, an appropriate adult, such as your parent or guardian, must also sign and date your Australian workplace agreement and have their signature witnessed.

Remember, an Australian workplace agreement does not start to operate until your employer lodges it with the OEA.

HOW IS AN AUSTRALIAN WORKPLACE AGREEMENT LODGED?

Your employer must declare that they have followed the correct procedures for making an Australian workplace agreement. Your employer must lodge the declaration and a copy of your Australian workplace agreement with the OEA, within 14 days of the Australian workplace agreement being made.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

WHEN DOES AN AUSTRALIAN WORKPLACE AGREEMENT START?

An Australian workplace agreement starts on the day the OEA receives your employer's declaration, together with the Australian workplace agreement. The OEA will send you a receipt which tells you the date your employer's declaration was received.

WHEN DOES AN AUSTRALIAN WORKPLACE AGREEMENT STOP?

An Australian workplace agreement stops when it is terminated or replaced by another Australian workplace agreement.

If your Australian workplace agreement is terminated, your employment conditions will be those in the Australian Fair Pay and Conditions Standard and any protected award conditions that would otherwise apply (see pages 3 and 4).

IMPROVING AUSTRALIAN WORKPLACES



HOW IS AN AUSTRALIAN WORKPLACE AGREEMENT VARIED OR TERMINATED BY AGREEMENT?

Once your Australian workplace agreement has started to operate, you and your employer can change its terms by making a variation agreement. The procedure for making a variation agreement is the same as the procedure for making an Australian workplace agreement (see page 2). You can appoint a bargaining agent to help you (see page 1).

If you and your employer want to end your Australian workplace agreement, you can make a termination agreement. The procedure for making a termination agreement is the same as the procedure for making an Australian workplace agreement (see page 2), except that you do not need to have the termination agreement for at least seven days. You can appoint a bargaining agent to help you (see page 1).

Any variation agreement or termination agreement starts on the day the OEA receives your employer's declaration, together with the variation agreement or termination agreement. The OEA will send you a receipt which tells you the date your employer's declaration was received.

After your Australian workplace agreement passes the nominal expiry date, it is also possible for either the employer, or you (through a bargaining agent), to end the Australian workplace agreement. The nominal expiry date is the expiry date mentioned in the Australian workplace agreement or, if no date is mentioned, five years after the day the Australian workplace agreement was lodged.



OTHER IMPORTANT INFORMATION

WHAT IS THE AUSTRALIAN FAIR PAY AND CONDITIONS STANDARD?

The Australian Fair Pay and Conditions Standard (the Standard) contains five minimum conditions. Where the conditions in your Australian workplace agreement are less favourable than those in the Standard, the conditions in the Standard will apply.

The minimum conditions in the Standard are:

- (1) a federal minimum wage, minimum award classification rates of pay, and casual loadings set by the Australian Fair Pay Commission;
- (2) four weeks paid annual leave per year (five weeks for continuous shift employees) up to two weeks of which can be cashed out in a workplace agreement;
- (3) ten days paid personal/carer's leave per year and two days compassionate leave per occasion;
- (4) up to 52 weeks unpaid parental leave (maternity, paternity and adoption); and,
- (5) maximum ordinary hours of work limited to 38 hours per week (which can be averaged over twelve months in an agreement or award) and reasonable additional hours.

WHAT ARE PROTECTED AWARD CONDITIONS?

Where you would otherwise be covered by an award, certain conditions in that award are protected when you make an Australian workplace agreement with your employer.

You and your employer can agree to remove or change protected award conditions. However, unless your Australian workplace agreement specifically removes or changes these protected award conditions, they will be included automatically in your Australian workplace agreement.

Protected award conditions are public holidays, rest breaks (including meal breaks), incentive-based payments and bonuses, annual leave loadings, allowances, penalty rates and shift/overtime loadings.

Please note that there are some protected award conditions applying to outworkers that cannot be changed to provide a less favourable outcome.

IS THERE ANYTHING THAT SHOULD NOT BE INCLUDED IN MY AGREEMENT?

Yes. A workplace agreement must not contain prohibited content. Prohibited content includes terms of a workplace agreement that:

- 1. deal with pay deductions and payroll deduction facilities for trade union membership subscriptions or dues;
- 2. allow employees to receive leave to attend union training sessions or paid leave to attend union meetings;
- 3. deal with the rights of trade unions or employer associations to be involved in dispute resolution (unless the organisation is the representative of the employer or employee's choice);
- 4. deal with right of entry by unions and employer associations;
- 5. deal with the renegotiation of a workplace agreement;
- 6. restrict an employer from using independent contractors or labour-hire arrangements;
- 7. deal with the forgoing of annual leave credited to an employee bound by the agreement (otherwise than in accordance with the *Workplace Relations Act 1996*);
- 8. require the provision of employee information to trade unions unless required by law;
- 9. directly or indirectly encourage other persons bound by the agreement to become or remain a member of an industrial association;
- directly or indirectly discourage other persons bound by the agreement to not become or not remain a member of an industrial association;



- 11. require a person bound by the agreement to indicate support, or lack of support for persons bound by the agreement being members of an industrial association;
- 12. allow persons bound by the workplace agreement to engage in or organise industrial action;
- 13. prohibit or restrict disclosure of a workplace agreement's details by parties to the agreement;
- 14. provide a remedy for dismissal for a reason that is harsh, unjust or unreasonable;
- 15. are discriminatory in that it discriminates against an employee bound by the agreement because of or for reasons including race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. A provision is not discriminatory merely because it provides for rates in accordance with the relevant Australian Pay and Classification scale or Federal Minimum Wage; or discriminates on the basis of the inherent requirements of the employment; or it is in respect of employment in an institution conducted in accordance with particular teachings/beliefs of a particular religion or creed and discriminates on the basis of those teachings/beliefs and is done in good faith;
- 16. is objectionable in that it is a provision that requires or permits any conduct that would contravene the freedom of association provisions of the *Workplace Relations Act 1996* including a provision that requires payment of a bargaining services fee to an industrial organisation;
- 17. deal with a matter that does not pertain to the employment relationship (unless it is ancillary/incidental/a machinery matter/or is trivial);
- 18. directly or indirectly restrict the ability of Australian workplace agreements to be offered, negotiated or entered into.

■ NEGOTIATING YOUR WORKPLACE AGREEMENT AND PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) can be fined up to \$6,600 (for individuals) and \$33,000 (for corporations), if, when negotiating a workplace agreement (or variation to a workplace agreement) they:

- try to include a term in that workplace agreement (or a variation to a workplace agreement) that includes prohibited content; and
- were reckless as to whether the term contained prohibited content.

MISREPRESENTATIONS ABOUT PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) may also be fined up to \$6,600 (for individuals) and \$33,000 (for corporations) if they:

- make a misrepresentation that a particular term of a workplace agreement (or a variation to a workplace agreement) does not contain prohibited content; and
- were reckless as to whether the term contains prohibited content.

ARE MY PERSONAL DETAILS KEPT PRIVATE?

The OEA asks your employer to provide certain information about you, such as your name and address. The OEA needs this information to send you a declaration receipt.

The OEA treats the privacy of individuals' personal information very seriously. Personal information is any information that would identify a natural person.

Any personal information provided by your employer in the declaration form will be used or disclosed only for the purposes of sending declaration receipts, providing information to the Minister, and conducting research related to the Employment Advocate's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996*. This information may also be disclosed to workplace inspectors appointed under this Act.

Your details may also be used to provide you with information, as part of the OEA's workplace agreement education function. If you do not want your personal information to be used in this way, please call 1300 366 632.

■ FREE ALTERNATIVE ADVICE SERVICE

The OEA funds a number of community organisations to provide free advice and assistance to workers in a disadvantaged bargaining position.

AUSTRALIAN CAPITAL TERRITORY

Welfare Rights and Legal Centre 1800 445 665

NEW SOUTH WALES

Western NSW Community Legal Centre Inc 1800 655 927

Macquarie Legal Centre 1300 360 689

NORTHERN TERRITORY

Northern Territory Working Women's Centre 1800 817 055

QUEENSLAND

Queensland Working Women's Centre 1800 621 458

South West Brisbane Community Legal Centre 1300 365 114

SOUTH AUSTRALIA

South Australian Working Women's Centre 1800 652 697

Northern Community Legal Service Inc 1300 558 555

TASMANIA

Tasmanian Working Women's Centre 1800 644 589

Launceston Community Legal Centre 1800 066 019

VICTORIA

Job Watch

9662 1933 or 1800 331 617

WESTERN AUSTRALIA

Employment Law Centre of WA 1300 130 956



WHAT IS THE OFFICE OF THE EMPLOYMENT ADVOCATE?

The Office of the Employment Advocate is the Australian Government agency responsible for accepting lodgement of workplace agreements (including Australian workplace agreements and collective agreements) and for providing information about workplace agreements to employees, employers and organisations.

Community Language Information

This publication was issued by the Office of the Employment Advocate (OEA) and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the OEA through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the OEA.

هذه المعلومات ممادرة عن مكتب المدافع عن المحقوق المتعلقة بالتوظيف، وهي يعرض تفاصيل عن الفاقيات أسكن العمل. إذا كنت لا تستطيع فراءة اللغة الإنكليزية واحتجت لمساعدة في فهم هذه المعلومات يُرجى الاتصال بــــ OEA عن طريق خدمة الترجمة الشخلية والشفهية على الرقم 13 14 13. سيقوم OEA بنفع رسوم خدمة

此出版物由就业咨询局 (Office of the Employment Advocate, 简称 OEA) 签发,其中提供了有关工作场所协议的信息。如果你不能阅读英文而需要帮助 了解此资料, 请致电 13 14 50, 通过翻译与传译服务与 OEA 联系。该电话传 译服务之费用将由 OEA 支付。

Croatian

Ova publikacija koju je izdao Zastupnički ured za radne odnose (Office of the Ova puniaduja koju je izdad zasupinicu utez za tadire domose (knice vi me Employment Advocate – OEA) pruža obavljesti o ugovorima o radu (workplace agreements). Ako ne možete čitati engleski i potrebr a vem je pomoć za razumijevanje ovih obavljesti, molimo vas, nazovite OEA putem Stužbe prevoditelja i tumača na broj 13 14 50. Ove usluge telefonske službe tumača plaća OEA.

این نشریه توسط اداره حمایت استخدام (Office of the Employment Advocate (OEA) صادر شده است و اطلاعاتی درباره توافق های معل کار را عرضه می کند. گر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات نیاز به کمک دارید، خواهشمندیم از طریق سرویس ترجمه کنبی و حضوری توسط شعاره 473167م OEA تلفن کنبد. هزینه این سرویس ترجمه تلفی و OEA خواهد

Ang pahayag na ito ay ipinalabas ng Tanggapan ng Tagapagtaguyod ng Hanapbuhay (OEA) at ito ay nagbabahagi ng impormasyon hinggil sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa sa Ingles at nangangailangan ng tulong upang maintindihan ang impormasyong ito, mangyaring tumawag sa OEA sa pamamagitan ng Serbisyo sa Pagsasalin at Pagpapaliwanag sa 13 14 50. Ang serbisyo ng pagsasalin sa telepono ay babayaran ng OEA.

Αυτό το έντυπο εκδόθηκε από το Γραφείο του Συνηγόρου Επαγγελματικής Απασχόλησης (Office of the Employment Advocate - ΟΕΑ) και παρέχει πληροφορίες για τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγιλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να τηλεφωνήσετε στο ΟΕΑ μέσω της Υπηρεσίας Μεταφραστών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία δεκεπικένε με πελευβέσει στο ΕΕΑ διερμηνέων θα πληρωθεί από το ΟΕΑ.

Indonesian

Publikasi diterbitkan oleh Office of the Employment Advocate - OEA (Kantor Pembela Pekerjaan) dan memberikan informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan membutuhkan bantuan untuk memahami informasi ini, silakan telepon OEA lewat Translating and Interpreting Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa lewat telepon tersebut akan dibayar oleh OEA.

Il presente opuscolo viene pubblicato dall'Office of the Employment Advocate (OEA) e contiene informazioni sui contratti di lavoro a carattere aziendale. Se non siete in grado di leggere l'inglese e avete bisogno di spiegazioni, telefonate all'OEA tramite il Servizio Traduttori e Interpreti, chiamando il 13 14 50. Questo servizio è a carico

អត្ថបទនេះចេញដោយ Office of the Employment Advocate (OEA) ឬ ការិយាល័យ ទ្រទ្រង់ការងារ ហើយជូនព័ត៌មានអំពីកិច្ចព្រមព្រៀងការងារ។ បើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសបានទេ ហើយត្រូវការជំនួយ ដើម្បីអោយបានយល់ដឹងព័ត៌មាននេះ សូមទូរស័ព្ទទៅ OEA តាមរយៈ សេវាបកប្រែ (TIS) លេខ 13 14 50 ។ ការិយាល័យ OEA នឹងបង់ថ្លៃ ចំពោះការប្រើសេវាបកប្រែ តាមទូរស័ព្ទនេះ៕

이 간행물은 고용 보호 사무소(OEA: Office of the Employment Advocate)가 발간한 것으로서 워크플레이스 어그리면트들에 관한 정보를 제공하는 하는 것입니다. 영어를 이해하지 못하시고 이 정보를 이해하기 위해 도움이 필요하신 경우에는 13 14 50 번으로 번역 및 통역 서비스(TIS)에 전화하셔서 OEA로 연락하여 주시기 바랍니다. 이 전화 동역 서비스 비용은 OEA 가 부담합니다.

ເອກກະສານນີ້ແມ່ນຈັດພິມໂດຍຫ້ອງການສິ່ງເສີມວຸງກງານ (Office of the Employment Advocate [OEA]) ແລະ ໃຫ້ຣາຍລະອຸງດກຸ່ງວກັບສັນຍາການເຮັດວຸງກ. ຖ້າທ່ານອ່ານ ພາສາ ອັງ ກິດບໍ່ໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອເພື່ອອະທິບາຍຣາຍລະອຸງດດັ່ງກ່າວນີ້, ກະຣຸນາໂທຣະສັບຫາ ຫ້ອງການ OEA ໂດຍຜ່ານຜແນກແປເອກກະສານແລະແປພາສາ ທີ່ ໝາຍເລກ 13 14 50. ທາງຫ້ອງການ OEA ຈະເປັນຜູ້ ອອກຄ່າໃຊ້ຈ່າຍໃນການໂທຣະສັບນີ້ໃຫ້.

Macedonian

Оваа публикација ја издаде Службата на Застапникот за вработување (Office of the Employment Advocate - OEA) и содржи информации за работните спогодби. Ако не можете да читате на англиски јазик и ако ви треба помош да ги разберете овие информации, ве молиме телефонираіте во ОЕА-службата преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За преведувањето ќе плати ОЕА-службата.

Malay

Terbitan ini dikeluarkan oleh Pejabat Advokat Pekerjaan (Office of the Employment Advocate – OEA) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak dapat berbahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon OEA melalui Perkhidmatan Penterjemahan dan Jurubahasa (Translating and Interpreting Service) pada nombor 13 14 50. Perkhidmatan ini akan dibiayai oleh OEA.

Polish

Jest to publikacja Biura Radcy ds Zatrudnienia (Office of the Employment Advocate, w skrócie OEA) i zawiera informację na temat umów o pracę. Jeśli nie mówisz po angielsku i potrzebujesz pomocy w przeczytaniu i zrozumieniu tej informacji, prosimy zadzwonić do OEA za pośrednictwem tłumacza z Biura Tłumaczy (Translating and Interpreting Service) pod numerem 13 14 50. Usługi telefoniczne tłumacza zostaną opłacone przez OEA.

Portuguese

Este publicação foi emitido pelo Escritório de Apoio ao Trabalho [Office of the Employment Advocate OEA] e oferece informações a respeito de acordos empregaticios. Se você não puder ler em ingles e precisa de ajuda para entender estas informações, telefone para o OEA através do Serviço de Interpretação e Tradução telefone numero 13 14 50. Este serviço de interpretação por telefone será pago nalo OEA. pago pelo OEA.

Russian

Данная публикация подготовлена Юридической службой по делам занятости Оу-И-Эй (Office of the Employment Advocate (OEA)) и содержит информацию о трудовых договорах. Если Вы не умеете читать по-английски и для понимания этой информации Вам необходима помощь, свяжитесь, пожалуйста, с Оу-И-Эй через телефонную переводческую службу по номеру 13 14 50. Оплата телефонных услуг переводчика будет произведена за счет Оу-И-Эй.

Samoan

O lenei faasalalauga na auina mai i le Ofisa Su'esu'e o Galuega, le Office of the Employment Advocate (OEA) ma e maua ai faamatalaga i feagaiga tau galuega. A le mafai ona e faitau i le gagana Peretania, ma e mana'omia se fesoasoani i le faamalamaniana one ifaamatalaga, vala'au i le OEA e auala i le tautua Faaliliu 'Upu i le 13 14 50. O le tautua Faaliliu 'Upu e totogiina e le OEA.

Serbian

Ова публикација коју је издала Канцеларија адвокатуре за радне односе (Office of the Employment Advocate – OEA) пружа информације о радним уговорима (workplace agreements). Ако не можете да читате сиглески и потребна вам је помоћ да бисте разумели ове информације, молимо вас, да назовете ОЕА преко Службе за превођење на број 13 14 50. Ове услуге телефонске преводитељске службе плаћене су од стране ОЕА.

Spanish

El presente documento fue expedido por la Oficina del Defensor del Empleo (Office of the Employment Advocate/OEA) y proporciona información sobre acuerdos de condiciones laborales. Si usted no puede leer en inglés y necesita ayuda para entender la información contenida en este documento, llame a la OEA por medio del Servicio de Traducción e Interpretación (Translating and Interpreting Service), al 13 14 50. La OEA abonará la tarifa de dicho servicio de interpretación telefónica

Hili tangazo limepeanwa na afisi ya wakili anayotetea utumishi na inapeana habari ya mapatano yanayoendelea kazini. Ikiwa huwezi kusoma kingereza na unahitaji kusaidiwa kuelewa haya maneno tafadhali piga simu afisi ya wakili wa utumishi ukipitia afisi ya kufasiri na kufafanua kwa namba ya simu, moja tatu moja nne tano sufuri (13 14 50). Hii manufaa inayotumia simu italipiwa na afisi ya

Thai

เอกสารนี้ จัดพิมพ์โดยสำนักงาน Office of the Employment Advocate หรือ OEA เอกสารน จัดหมับ หมอง แกก แก้ connec or และ employing in Avocate หรือ bear ซึ่งได้ให้ข้อมูลเกี่ยวกับข้อดูกลงด้างๆ ในสถานที่ทำงาน หากทำนอำนภาษาอัวกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อทำความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน OEA ผ่านบริการล่ามและแปลภาษา (Translating and Interpreting Service) ที่หมา 13 14 50 OEA จะเป็นผู้ชำระค่าใช้จ่ายสำหรับบริการแปลภาษาทางโทรศัพท์นี้ให้ท่าน

Ko e tolir fakamatala ko 'eni' 'oku 'oatu ia 'e he Office of the Employment Advocate (OEA) ('Ofisi Taukave'i Ngāue) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi aleapau fakangāue'anga'. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitānia pea 'oku ke toe fiema' uh a tokoni ke mahino 'a e fakamatala ko 'eni', pea ke kātaki 'o tā ki he OEA 'o fakafou atu 'i he Translating and Interpreting Service (Va'a Ngāue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he OEA 'a e fakatonulea fakatelefoni ko 'eni'

Bu yayın İstihdam Sözcüsü Ofisi (OEA) tarafından verilmiştir ve işyeri anlaşmaları konusunda bilgi sağlamaktadır. İngilizce okuyamıyorsanız ve bu bilgileri anlamak için yardıma gereksinmeniz varsa lüten OEA'yı 13 14 50 numaradaki Yazılı ve Sözlü Çeviri Servisi aracılığıyla arayınız. Bu telefonla tercüme servisinin ücreti OEA tarafından karşılanacaktır.

Tài liệu này do Văn phòng Cổ Động Nhân Dung OEA phát hành để cung cấp những thông tin về hợp đồng lao động. Nếu quý vị không thể đọc tiếng Anh và cần được giúp đỡ để hiểu thông tin này, xin vui lòng gọi điện thoại cho OEA qua dịch vụ Phiên Dịch và Thông Ngôn Qua Điện Thoại số 13 14 50. Văn phòng OEA sẽ trả lệ phí cho dịch vụ thông ngôn này.



 When making, varying and terminating by approval an Employee collective agreement or a Union collective agreement use INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS immediately below

INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS

IMPROVING AUSTRALIAN WORKPLACES

You must have this Information Statement for at least seven days before your employer asks you and your workmates to decide whether you want to approve the making, varying, or termination of a collective workplace agreement.

For information about greenfields workplace agreements, you need to read a different Information Statement called Information Statement for Employees (Greenfields agreements).

If you have any questions, you can call the Office of the Employment Advocate (OEA) on 1300 366 632, or visit www.oea.gov.au.

WHAT IS A COLLECTIVE WORKPLACE AGREEMENT?

A collective workplace agreement is a written agreement that sets out terms and conditions of your employment. A collective agreement may cover businesses run by more than one employer.

An **employee collective agreement** is made between your employer and the employees employed at the time who will be covered by the agreement.

A union collective agreement is made between your employer and a union or unions.

A collective agreement does not start to operate until your employer lodges it with the OEA.

WHAT DOES A COLLECTIVE WORKPLACE AGREEMENT DO?

Once a collective workplace agreement starts to operate, it replaces any award that would otherwise apply to you. However, it does not replace a current Australian workplace agreement or another collective agreement that has not reached its nominal expiry date.

A collective agreement overrides employment conditions in state or territory laws, if the agreement mentions those conditions. However, an agreement cannot override state or territory laws which cover occupational health and safety, workers' compensation or certain laws dealing with training arrangements.

Where the conditions in a collective agreement are less favourable than the conditions in the Australian Fair Pay and Conditions Standard (the Standard), the conditions in the Standard will apply (see page 5).

Protected award conditions are included in a collective agreement, unless these conditions are specifically removed or changed by the agreement (see page 5).

In some circumstances, a collective agreement for Victorian employees must include certain terms (see page 7).

CAN SOMEONE HELP ME NEGOTIATE THE COLLECTIVE AGREEMENT WITH MY EMPLOYER?

You can ask a person to represent you in discussions with your employer about making an **employee collective agreement**. That person is called a bargaining agent. A bargaining agent can be a friend, relative, solicitor, union representative or any other person whose advice you trust. At any time, you can withdraw the request that the person represent you.

Your employer must give your bargaining agent a reasonable opportunity to meet and confer with them about the agreement, in the seven day period before the agreement is approved.

If you ask a person to be your bargaining agent, they can ask the OEA for a certificate. Your bargaining agent can give that certificate to the employer to show that an employee has asked them to meet and confer with the employer. This certificate will **not** identify you as the employee who made the request.



INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS



HOW IS A COLLECTIVE AGREEMENT MADE?

Your employer must take reasonable steps to make sure that you, and all other employees who will be covered by the collective agreement, have the proposed agreement, or have ready access to a copy of it, at least seven days before the agreement is approved.

If you wish, you and your workmates can waive this seven day period. But, your waiver must be in writing, and be signed and dated by **all** employees who will be covered by the agreement.

If the collective agreement includes terms from another workplace agreement or award, your employer must also give you, and all other employees who will be covered by the proposed agreement, the other workplace agreement or award, or give you ready access to it.

Your employer must also take reasonable steps to make sure that you, and all other employees who will be covered by the collective agreement, have this Information Statement for at least seven days before the agreement is approved.

If you start employment with your employer in the seven days before the collective agreement is approved, your employer must take reasonable steps to give you a copy of the collective agreement and this Information Statement, as soon as you start.

If there are any changes to the proposed agreement, after your employer has given it to you and before it is approved, your employer must give you an extra seven days to consider the agreement.

HOW IS A COLLECTIVE AGREEMENT APPROVED?

A union collective agreement must first be signed by the employer and the relevant union or unions. After that happens, the employer must take the following steps, within a reasonable time.

For both a union and an employee collective agreement, your employer must give all employees employed at the time, and who will be covered by the agreement, a reasonable opportunity to decide whether they want to approve the agreement. The agreement is approved when:

- your employer conducts a vote, and a majority of those employees that make a valid vote decide to approve the agreement; or
- another approach is used, with a majority of employees deciding they want to approve the agreement.

WHEN WILL THIS HAPPEN IN MY WORKPLACE?

Your employer must set out, in this Information Statement, details of **how and when** they will seek the approval of you and your workmates to the collective agreement. A special page (see page 9) is provided for this purpose.

HOW IS A COLLECTIVE AGREEMENT LODGED?

Your employer must declare that they have followed the correct procedures for making a collective workplace agreement. Your employer must lodge the declaration and a copy of the agreement with the OEA, within 14 days of the agreement being approved.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

WHEN DOES A COLLECTIVE AGREEMENT START?

A collective agreement starts on the day the OEA receives your employer's declaration, together with a copy of the agreement. The OEA will send your employer a receipt to tell them the date on which their declaration was received. Your employer must take reasonable steps to provide you with a copy of this receipt within 21 days.

If your workplace agreement is a union collective agreement, the OEA will also send a receipt to the relevant union or unions.

WHEN DOES A COLLECTIVE AGREEMENT STOP?

A collective agreement stops when it is replaced by another workplace agreement or terminated.

If your collective agreement is terminated, your employment conditions will be those in the Australian Fair Pay and Conditions Standard and any protected award conditions that would otherwise apply (see page 5).



HOW IS A COLLECTIVE WORKPLACE AGREEMENT VARIED?

Once a collective workplace agreement has started to operate, the employees and the employer can change its terms by making a variation agreement. The procedures for making, approving and lodging a variation agreement are the same as those for a collective workplace agreement (see page 2).

Employees who are not covered by the collective workplace agreement, but who will be covered when the agreement is varied, must also be included in these procedures.

If the agreement being varied is an **employee collective agreement**, you can ask a bargaining agent to represent you in discussions with your employer about the variation agreement (see page 1).

Your employer must set out, in this Information Statement, details of **how and when** they will seek the approval of you and your workmates to the variation agreement. A special page (see page 11) is provided for this purpose.

Your employer must declare that they have followed the correct procedures for making a variation agreement. Your employer must lodge the declaration and a copy of the variation agreement with the OEA, within 14 days of the agreement being approved.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

A variation agreement starts on the day the OEA receives your employer's declaration, together with a copy of the agreement. The OEA will send your employer a receipt to tell them the date on which their declaration was received. Your employer must take reasonable steps to provide you with a copy of this receipt within 21 days. If the variation agreement is a union collective agreement, the OEA will also send a receipt to the relevant union or unions.

INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS



HOW IS A COLLECTIVE AGREEMENT TERMINATED?

If you, your workmates and your employer all want to end your **employee collective agreement**, you can agree to terminate it.

In the case of a **union collective agreement**, your employer and the union or unions which made the agreement can agree to terminate it.

Your employer must take reasonable steps to make sure that you, and all other employees covered by the collective agreement to be terminated, have this Information Statement for at least seven days before the termination is approved.

If you start employment with your employer during the period seven days before the termination is approved, and you are covered by the collective agreement, your employer must take reasonable steps to give you this Information Statement as soon as you start employment.

For the termination of both a union and an employee collective agreement, your employer must give all employees employed at the time, and who are covered by the agreement, a reasonable opportunity to decide whether they want to approve the termination. The termination is approved when:

- your employer conducts a vote, and a majority of those employees that make a valid vote decide to approve the termination; or
- another approach is used, with a majority of employees deciding they want to approve the termination.

Your employer must set out, in this Information Statement, details of **how and when** they will seek the approval of you and your workmates to the termination. A special page (see page 13) is provided for this purpose.

Your employer must declare that they have followed the correct procedures for terminating a collective workplace agreement. Your employer must lodge the declaration with the OEA, within 14 days of the termination being approved.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

Your agreement is terminated on the day the OEA receives your employer's declaration. The OEA will send your employer a receipt to tell them the date on which their declaration was received. Your employer must take reasonable steps to provide you with a copy of this receipt within 21 days. If the agreement terminated is a union collective agreement, the OEA will also send a receipt to the relevant union or unions.

After your collective agreement passes the nominal expiry date, it is also possible for the employer, or a majority of employees, or a union (if it is a union collective agreement), to end the agreement. The nominal expiry date is the expiry date mentioned in the agreement or, if no date is mentioned, five years after the day the agreement was lodged.

OTHER IMPORTANT INFORMATION

WHAT IS THE AUSTRALIAN FAIR PAY AND CONDITIONS STANDARD?

The Australian Fair Pay and Conditions Standard (the Standard) contains five minimum conditions. Where the conditions in your collective agreement are less favourable than those in the Standard, the conditions in the Standard will apply.

The minimum conditions in the Standard are:

- (1) a federal minimum wage, minimum award classification rates of pay, and casual loadings set by the Australian Fair Pay Commission;
- (2) four weeks paid annual leave per year (five weeks for continuous shift employees) up to two weeks of which can be cashed out in a workplace agreement;
- (3) ten days paid personal/carer's leave per year and two days compassionate leave per occasion;
- (4) up to 52 weeks unpaid parental leave (maternity, paternity and adoption); and,
- (5) maximum ordinary hours of work limited to 38 hours per week (which can be averaged over twelve months in an agreement or award) and reasonable additional hours.

WHAT ARE PROTECTED AWARD CONDITIONS?

Where you would otherwise be covered by an award, certain conditions in that award are protected when you make a workplace agreement with your employer.

You and your employer can agree to remove or change protected award conditions. However, unless your workplace agreement specifically removes or changes these protected award conditions, they will be included automatically in your agreement.

Protected award conditions are public holidays, rest breaks (including meal breaks), incentive-based payments and bonuses, annual leave loadings, allowances, penalty rates and shift/overtime loadings.

Please note that there are some protected award conditions applying to outworkers that cannot be changed to provide a less favourable outcome.

INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS

IS THERE ANYTHING THAT SHOULD NOT BE INCLUDED IN MY AGREEMENT?

Yes. A workplace agreement must not contain prohibited content. Prohibited content includes terms of a workplace agreement that:

- (1) deal with pay deductions and payroll deduction facilities for trade union membership subscriptions or dues;
- (2) allow employees to receive leave to attend union training sessions or paid leave to attend union meetings;
- (3) deal with the rights of trade unions or employer associations to be involved in dispute resolution (unless the organisation is the representative of the employer or employee's choice);
- (4) deal with right of entry by unions and employer associations;
- (5) deal with the renegotiation of a workplace agreement;
- (6) restrict an employer from using independent contractors or labour-hire arrangements;
- (7) deal with the forgoing of annual leave credited to an employee bound by the agreement (otherwise than in accordance with the *Workplace Relations Act 1996*);
- (8) require the provision of employee information to trade unions unless required by law;
- directly or indirectly encourage other persons bound by the agreement to become or remain a member of an industrial association;
- (10) directly or indirectly discourage other persons bound by the agreement to not become or not remain a member of an industrial association;
- (11) require a person bound by the agreement to indicate support, or lack of support for persons bound by the agreement being members of an industrial association;
- (12) allow persons bound by the workplace agreement to engage in or organise industrial action;
- (13) prohibit or restrict disclosure of a workplace agreement's details by parties to the agreement;
- (14) provide a remedy for dismissal for a reason that is harsh, unjust or unreasonable;
- (15) are discriminatory in that it discriminates against an employee bound by the agreement because of or for reasons including race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. A provision is not discriminatory merely because it provides for rates in accordance with the relevant Australian Pay and Classification scale or Federal Minimum Wage; or discriminates on the basis of the inherent requirements of the employment; or it is in respect of employment in an institution conducted in accordance with particular teachings/beliefs of a particular religion or creed and discriminates on the basis of those teachings/beliefs and is done in good faith:
- (16) is objectionable in that it is a provision that requires or permits any conduct that would contravene the freedom of association provisions of the *Workplace Relations Act 1996* including a provision that requires payment of a bargaining services fee to an industrial organisation;
- (17) deal with a matter that does not pertain to the employment relationship (unless it is ancillary/incidental/a machinery matter/or is trivial);
- (18) directly or indirectly restrict the ability of Australian workplace agreements to be offered, negotiated or entered into.



NEGOTIATING YOUR WORKPLACE AGREEMENT AND PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) can be fined up to \$6,600 (for individuals) and \$33,000 (for corporations), if, when negotiating a workplace agreement (or variation to a workplace agreement) they:

- try to include a term in that workplace agreement (or a variation to a workplace agreement) that includes prohibited content; and
- were reckless as to whether the term contained prohibited content.

MISREPRESENTATIONS ABOUT PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) may also be fined up to \$6,600 (for individuals) and \$33,000 (for corporations) if they:

- make a misrepresentation that a particular term of a workplace agreement (or a variation to a workplace agreement) does not contain prohibited content; and
- were reckless as to whether the term contains prohibited content.

WHY ARE WORKPLACE AGREEMENTS FOR SOME VICTORIAN EMPLOYEES DIFFERENT?

If you work in Victoria and your employer is not a 'constitutional corporation' – for example, your employer has not set up a company – your workplace agreement must contain guarantees of minimum wage rates and casual loadings. If these are not included, your agreement will be void.

INFORMATION STATEMENT FOR EMPLOYEES COLLECTIVE AGREEMENTS

FREE ALTERNATIVE ADVICE SERVICE

The OEA funds a number of community organisations to provide free advice and assistance to workers in a disadvantaged bargaining position.

AUSTRALIAN CAPITAL TERRITORY

Welfare Rights and Legal Centre 1800 445 665

NEW SOUTH WALES

Western NSW Community Legal Centre Inc 1800 655 927

Macquarie Legal Centre 1300 360 689

NORTHERN TERRITORY

Northern Territory Working Women's Centre 1800 817 055

QUEENSLAND

Queensland Working Women's Centre 1800 621 458

South West Brisbane Community Legal Centre 1300 365 114

SOUTH AUSTRALIA

South Australian Working Women's Centre 1800 652 697

Northern Community Legal Service Inc 1300 558 555

TASMANIA

Tasmanian Working Women's Centre 1800 644 589

Launceston Community Legal Centre 1800 066 019

VICTORIA

Job Watch 9662 1933 or 1800 331 617

WESTERN AUSTRALIA

Employment Law Centre of WA 1300 130 956



WHAT IS THE OFFICE OF THE EMPLOYMENT ADVOCATE?

The Office of the Employment Advocate is the Australian Government agency responsible for accepting lodgement of workplace agreements (including Australian workplace agreements and collective agreements) and for providing information about workplace agreements to employees, employers and organisations.

Approval of collective agreement

HOW AND WHEN

Your employer must set out below details of how and when they will seek the approval of you and your workmates to the collective agreement.						
Your employer must allow you a reasonable opportunity to decid collective agreement.	e whether you want to approve the					
On this date/, the employer	will:					
DD MM YY	EMPLOYER					
If approval is to be by vote, please write how the vote will be con	ducted in the grey box:					
Hold a vote to approve the collective agreement by:						
If a majority of those employees who cast a valid vote decide the agreement, the agreement will be approved.	t they want to approve the collective					
OR						
If another approval method is used, please write the description	of the method being used in the grey box:					
Use the following method to approve the collective agreement:						
If a majority of all employees who are to be covered by the collect to approve the agreement, then the agreement will be approved.	•					
Instructions for Employers: Every employee covered by the agreement with the 'How and when' completed. You can download a copy of this pelecting 'Finding out about workplace agreements' under the Employee	page (ISE-CAAHW-0406) at www.oea.gov.au by					

______page 9

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No	\$ 54	11 An	ril 2006

Approval of variation agreement

HOW AND WHEN

Your employer must set of	out below	details of h	now and	when the	ey will see	k the a	ipproval (of you	and
your workmates to the va	ariation ag	reement.							

your workmates to the variation agreement.	y wiii seek trie approvai oi you and
Your employer must allow you a reasonable opportunity to decid variation agreement.	
On this date/, the employer	will:
DD MM YY	EMPLOYER
If approval is to be by vote, please write how the vote will be con-	ducted in the grey box:
Hold a vote to approve the variation agreement by:	
If a majority of those employees who cast a valid vote decide that agreement, the agreement will be approved.	at they want to approve the variation
OR	
If another approval method is used, please write the description	of the method being used in the grey box:
Use the following method to approve the variation agreement:	
If a majority of all employees who are to be covered by the variat approve the agreement, then the agreement will be approved.	ion agreement decide that they want to
Instructions for Employers: Every employee covered by the agreement with the 'How and when' completed. You can download a copy of this preselecting 'Finding out about workplace agreements' under the Employee	page (ISE-CAVAHW-0406) at www.oea.gov.au by

The downloaded version can be edited, printed and attached to the Information Statement. Please do not remove this page.

Approval of termination

HOW AND WHEN

Your employer must set out below details of how and when they will seek the approval of your	ЭU
and your workmates to the termination.	

and your workmates to the termination.	
Your employer must allow you a reasonable opportunity to deci	de whether you want to approve the termination.
On this date/, the employer	will:
If approval is to be by vote, please write how the vote will be co	nducted in the grey box:
Hold a vote to approve the termination by:	
If a majority of those employees who cast a valid vote decide the termination will be approved.	at they want to approve the termination,
OR	
If another approval method is used, please write the description	of the method being used in the grey box:
Use the following method to approve the termination:	
If a majority of all employees who are covered by the agreemen approve the termination, then it will be approved.	t decide that they want to

Instructions for Employers: Every employee covered by the agreement must be given a copy of this Information Statement with the 'How and when' completed. You can download a copy of this page (ISE-CATAHW-0406) at www.oea.gov.au by selecting 'Finding out about workplace agreements' under the Employers menu, then select the type of agreement this is. The downloaded version can be edited, printed and attached to the Information Statement. Please do not remove this page.

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Community Language Information

This publication was issued by the Office of the Employment Advocate (OEA) and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the OEA through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the OEA.

AFAIDIC هذه المعلومات مسادرة عن مكتب الدنافع عن الحقوق الشكللة ، بالتوظيف، وهي يعرض تفاصيل عن تاكالك. أمكان العمل، إذا كنت لا تستطيع قراءة اللغة الإنكليزية واهتجت المساعدة في فهم هذه المعلومات يُرجى الاتصال بـ OEA عن طريق خدمة الترجمة الفطية والشفهية على الرقم 1450 13، سيلوم OEA بدفع رسوم خدمة الترجمة الهاتفية هذه

此出版物由就业咨询局 (Office of the Employment Advocate, 简称 OEA) 签发,其中提供了有关工作场所协议的信息。如果你不能阅读英文而需要帮助 了解此资料,请致电 13 14 50,通过翻译与传译服务与 OEA 联系。该电话传 译服务之费用将由 OEA 支付。

Croatian

Ova publikacija koju je izdao Zastupnički ured za radne odnose (Office of the Employment Advocate – OEA) pruža obavijesti o ugovorima o radu (workplace agreements). Ako ne možetle čitati engleski i potrebr a vem je pomoć za razumijevanje ovih obavijesti, molimo vas, nazovite CDEA putem Službe prevoditelja i tumača na broj 13 14 50. Ove usluge telefonske službe tumača plaća OEA.

این نشریه توسط اداره حمایت استخدام (Office of the Employment Advocate (OEA) ن سادر است و اطلاعاتی درباره توافق های معل کار را عرضه می کند. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات نیزاز به کمک دارید: خواهشمندیم از طریق سرویس ترجمه کنبی و حضوری توسط شماره 4,31450 OEA تلفن کنید. هزینه این سرویس ترجمه تلفنی و CEA خواهد

Ang pahayag na ito ay ipinalabas ng Tanggapan ng Tagapagtaguyod ng Hanapbuhay (OEA) at ito ay nagbabahagi ng impormasyon hinggil sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa sa Ingles at nangangailangan ng tulong upang maintindihan ang impormasyong ito, mangyaring tumawag sa OEA sa pamamagitan ng Serbisyo sa Pagsasalin at Pagpapaliwanag sa 13 14 50. Ang serbisyo ng pagsasalin sa telepono ay babayaran ng OEA.

GTECK Αυτό το έντυπο εκδόθηκε από το Γραφείο του Συνηγόρου Επαγγελματικής Απασχόλησης (Office of the Employment Advocate - ΟΕΑ) και παρέχει πληροφορίες για τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να πηλεφωνήσετε στο ΟΕΑ μέσω της Υπηρεσίας Μεταφραστών και Ικεμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το ΟΕΑ.

Indonesian

Publikasi diterbitkan oleh Office of the Employment Advocate – OEA (Kantor Pembela Pekerjaan) dan memberikan informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan membutuhkan bantuan untuk memahami informasi ini, silakan telepon OEA lewat Translating and Interpreting Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa kantakan di Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa lewat telepon tersebut akan dibayar oleh OEA.

Italian

Il presente opuscolo viene pubblicato dall'Office of the Employment Advocate (OEA) e contiene informazioni sui contratti di lavoro a carattere aziendale. Se non siete in grado di leggere l'inglese e avete bisogno di spiegazioni, telefonate all'OEA tramite il Servizio Traduttori e Interpreti, chiamando il 13 14 50. Questo servizio è a carico.

អត្ថបទនេះចេញដោយ Office of the Employment Advocate (OEA) ឬ កាវិយាល័យ ទ្រទ្រង់ការងារ ហើយជូនព័ត៌មានអំពីកិច្ចព្រមព្រៀងការងារ។ បើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសបានទេ ហើយត្រូវការជំនួយ ដើម្បីអោយបានយល់ដឹងព័ត៌មាននេះ សូមទូរស័ព្ទទៅ OEA តាមរយៈ សេវាបកប្រែ (TIS) លេខ 13 14 50 ។ ការិយាល័យ OEA នឹងបង់ថ្លៃ ចំពោះការប្រើសេវាបកប្រែ តាមទូរស័ព្ទនេះ៕

이 간행물은 고용 보호 사무소(OEA: Office of the Employment Advocate)가 발간한 것으로서 워크플레이스 어그리먼트들에 관한 정보를 제공하는 하는 것입니다. 영어를 이해하지 못하시고 이 정보를 이해하기 위해 도움이 필요하신 경우에는 13 14 50 번으로 번역 및 통역 서비스(TIS)에 전화하셔서 OEA 로 연락하여 주시기 바랍니다. 이 전화 등역 서비스 비용은 OEA 가 부담합니다.

ເອກກະສານນີ້ແມ່ນຈັດພິມໂດຍຫ້ອງການສິ່ງເສີມວຽກງານ (Office of the Employment Advocate [OEA]) ແລະ ໃຫ້ຣາຍລະອຸງດກ່າວກັບສັນຍາການເຮັດວຽກ. ຖ້າທ່ານອ່ານ ພາສາ ອັງ ກິດບໍ່ໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອເພື່ອອະທິບາຍຣາຍລະອຸງດດັ່ງກ່າວນີ້, ກະຣຸນາໂທຣະສັບທາ ຫ້ອງການ OEA ໂດຍຜ່ານຜແນກແປເອກກະສານແລະແປພາສາ ທີ່ ໝາຍເລກ 13 14 50. ທາງຫ້ອງການ OEA ຈະເປັນຜູ້ ອອກຄ່າໃຊ້ຈ່າຍໃນການໂທຣະສັບນີ້ໃຫ້.

Оваа публикација ја издаде Службата на Застапникот за вработување (Office of Оваа пуоликација ја издаде опужовта на осветаннимот за врасогување (описе от the Employment Advocate - ОЕА) и содржи информации за работните спотодби. Ако не можете да читате на англиски јазик и ако ви треба помош да ги разберете овие информации, ве молиме телефонирајте во ОЕА-спужбата преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За преведувањето ќе плати ОЕА-службата.

Malay

Terbitan ini dikeluarkan oleh Pejabat Advokat Pekerjaan (Office of the Employment Advocate – OEA) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak dapat berbahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon OEA melalui Perkhidmatan Penterjemahan dan Jurubahasa (Translating and Interpreting Service) pada nombor 13 14 50. Perkhidmatan ini akan dibiayai oleh OEA.

Polish

Jest to publikacja Biura Radcy ds Zatrudnienia (Office of the Employment Advocate, w skrócie OEA) i zawiera informację na temat umów o pracę. Jeśli nie mówisz po angielsku i potrzebujesz pomocy w przeczytaniu i zrozumieniu tej informacji, prosimy zadzwonić do OEA za pośrednictwem thumaca z Biura Thumaczy (Translating and Interpreting Service) pod numerem 13 14 50. Usługi telefoniczne tłumacza z ostaną opłacone przez OEA.

Portuguese

Este publicação foi emitido pelo Escritório de Apoio ao Trabalho [Office of the Employment Advocate OEA] e oferece informações a respeito de acordos empregaticios. Se você não puder ler em ingles e precisa de ajuda para entender estas informações, telefone para o OEA através do Serviço de Interpretação e Tradução telefone numero 13 14 50. Este serviço de interpretação por telefone será esce selo EC. pago pelo OEA.

Данная публикация подготовлена Юридической службой по делам занятости данная пуоликация подготовлена коридический служский по делам заявляется ор-и-Эй [Office of the Employment Advocate (OEA)] и содержит информацию о трудовых договорах. Если Вы не умеете читать по-английски и для понимания этой информации Вам необходима помощь, свяжитесь, пожалуйста, с Оу-И-Эй через телефонную переводческую службу по номеру 13 14 50. Оплата телефонных услуг переводчика будет произведена за счет Оу-И-Эй.

Samoan

O lenei faasalalauga na auina mai i le Ofisa Su'esu'e o Galuega, le Office of the Employment Advocate (OEA) ma e maua ai faamatalaga i feagaiga tau galuega. A le mafai ona e faitiau i le gagana Peretania, ma e mana'omia se fesoasoani i le faamalamalamaina o nei faamatalaga, vala'au i le OEA e auala i le tautua Faaliliu 'Upu i le 13 14 50. O le tautua Faaliliu 'Upu e totogiina e le OEA.

Serbian

Ова публикација коју је издала Канцеларија адвокатуре за радие односе (Office of the Employment Advocate – OEA) пружа информације о радним уговорима (workplace agreements). Ако ве можете да читате енглески и потребна вам је помоћ да бисте разумели ове информације, молимо вае да назовете OEA преко Стужбе за превођење на број 13 14 50. Ове услуге телефонске преводитељске службе плаћене су од стране OEA.

Spanish

El presente documento fue expedido por la Oficina del Defensor del Empleo (Office of the Employment Advocate/OEA) y proporciona información sobre acuerdos de condiciones laborales. Si usted no puede leer en inglés y necesita ayuda para entender la información contenida en este documento, llame a la OEA por medio del Servicio de Traducción e Interpretación (Translating and Interpreting Service), al 13 14 50. La OEA abonará la tarifa de dicho servicio de interpretación telefónica.

Hili tangazo limepeanwa na afisi ya wakili anayotetea utumishi na inapeana habari ya mapatano yanayoendelea kazini. Ikiwa huwezi kusoma kingereza na unahitaji kusaidiwa kuelewa haya maneno tafadhali piga simu afisi ya wakili wa utumishi ukipitia afisi ya kufasiri na kufafanua kwa namba ya simu, moja tatu moja nne tano sufuri (13 14 50). Hii manufaa inayotumia simu italipiwa na afisi ya

เอกสารนี้ จัดพิมพ์โดยสำนักงาน Office of the Employment Advocate หรือ OEA ขึ้งได้ให้ข้อมูลเกี่ยวกับข้อตกลงต่างๆ ในสถานที่ทำงาน หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อทำความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน OEA ผ่านบริการล่ามและแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 OEA จะเป็นผู้ชำระค่าใช้จ่ายสำหรับบริการแปลภาษาทางโทรศัพท์นี้ให้ท่าน

Ko e tohi fakamatala ko 'eni' 'oku 'oatu ja 'e he Office of the Employment Advocate Ko e toni fakamatala ko 'eni 'o'ku 'oatu ia' è ne Office of the Employment Advocate (CEA) ('Ofisi Taukave'i Ngaue) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi aleapau fakangaue'anga'. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitānia pea 'oku ke toe fiema'u ha tokoni ke mahino 'a e fakamatala ko 'eni', pea ke kātaki 'o tā ki he OEA' o fakafou atu 'i he Translating and Interpreting Service (Va'a Ngaue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he OEA' a e fakatonulea fakatelefoni ko 'eni.'

Bu yayın İstihdam Sözcüsü Ofisi (OEA) tarafından verilmiştir ve işyeri anlaşmaları konusunda bilgi sağlamaktadır. İngilizce okuyamıyorsanız ve bu bilgileri anlamak için yardıma gereksinmeniz varsa lütfen OEA'yı 13 14 50 numaradaki Yazılı ve Sözlü Çeviri Servisi aracılığıyla arayınız. Bu telefonla tercüme servisinin ücreti OEA tarafından karşılanacaktır.

Tài liệu này do Văn phòng Cổ Động Nhân Dụng OEA phát hành để cung cấp những thông tin về họp đồng lao động. Nếu quý vị không thể đọc tiếng Anh và cần được giúp đỡ để hiểu thông tin này, xin vui lòng gọi điện thoại cho OEA qua dịch vụ Phiên Dịch và Thông Ngôn Qua Điện Thoại số 13 14 50. Văn phòng OEA sẽ trả lệ phi cho dịch vụ thông ngôn này

 When making, varying and terminating by approval a Union greenfields agreement or an Employer greenfields agreement use INFORMATION STATEMENT FOR EMPLOYEES GREENFIELDS AGREEMENTS immediately below

INFORMATION STATEMENT FOR EMPLOYEES GREENFIELDS AGREEMENTS

IMPROVING AUSTRALIAN WORKPLACES

You must have this Information Statement for at least seven days before your employer asks you and your workmates to decide whether you want to approve the variation or termination of a greenfields workplace agreement.

If you have any questions, you can call the Office of the Employment Advocate (OEA) on 1300 366 632, or visit www.oea.gov.au.

WHAT IS A GREENFIELDS AGREEMENT?

A greenfields agreement is a written agreement that sets out terms and conditions of your employment.

A greenfields agreement is made for a new project or business which the employer proposes to set up. An agreement like this is made and lodged, before any workers are actually employed. It operates until it is varied or terminated.

When employees start work with the new project or business, their conditions are set by the greenfields agreement, provided the agreement covers the employees.

An employer greenfields agreement is made by the employer.

A union greenfields agreement is made between the employer and a union or unions.

A greenfields agreement does not start to operate until your employer lodges it with the OEA.

WHAT DOES A GREENFIELDS AGREEMENT DO?

Once a greenfields agreement starts to operate, it replaces any award that would otherwise apply to you. However, it does not replace a current Australian workplace agreement.

A greenfields agreement overrides employment conditions in state or territory laws, if the agreement mentions those conditions. However, an agreement cannot override state or territory laws which cover occupational health and safety, workers' compensation or certain laws dealing with training arrangements.

Where the conditions in a greenfields agreement are less favourable than the conditions in the Australian Fair Pay and Conditions Standard (the Standard), the conditions in the Standard will apply (see page 5).

Protected award conditions are included in a greenfields agreement, unless these conditions are specifically removed or changed by the agreement (see page 5).

If your greenfields agreement is terminated, your employment conditions will be those in the Australian Fair Pay and Conditions Standard and any protected award conditions that would otherwise apply (see page 5).

In some circumstances, a greenfields agreement for Victorian employees must include certain terms (see page 7).







WHAT IS A VARIATION TO A GREENFIELDS AGREEMENT?

After a greenfields agreement has started to operate, the employees and the employer can change the agreement's terms by making a variation.

CAN SOMEONE HELP ME NEGOTIATE A VARIATION WITH MY EMPLOYER?

You can ask a person to represent you in discussions with your employer about a variation to an **employer greenfields agreement**. That person is called a bargaining agent. A bargaining agent can be a friend, relative, solicitor, union representative or any other person whose advice you trust. At any time, you can withdraw the request that the person represent you.

Your employer must give your bargaining agent a reasonable opportunity to meet and confer with them about the variation, in the seven day period before it is approved.

If you ask a person to be your bargaining agent, they can ask the OEA for a certificate. Your bargaining agent can give that certificate to the employer to show that an employee has asked them to meet and confer with the employer. This certificate will **not** identify you as the employee who made the request.

HOW IS A VARIATION TO A GREENFIELDS AGREEMENT MADE?

Your employer must take reasonable steps to make sure that you, and all other employees who will be covered by the greenfields agreement as varied, have the variation, or have ready access to a copy of it, at least seven days before it is approved.

If you wish, you and your workmates can waive this seven day period. But, your waiver must be in writing, and be signed and dated by all employees who will be covered by the greenfields agreement as varied.

If the variation includes terms from another workplace agreement or award, your employer must also give you, and all other employees who will be covered by the greenfields agreement as varied, the other workplace agreement or award, or give you ready access to it.

Your employer must also take reasonable steps to make sure that you, and all other employees who will be covered by the greenfields agreement as varied, have this Information Statement for at least seven days before the variation is approved.

If you start employment with your employer in the seven days before the variation is approved, your employer must take reasonable steps to give you a copy of the variation and this Information Statement, as soon as you start.

If there are any changes to the proposed variation, after your employer has given it to you and before it is approved, your employer must give you an extra seven days to consider the variation.



HOW IS A VARIATION APPROVED?

A variation to a **union greenfields agreement** must first be signed by the employer and the relevant union or unions. After that happens, the employer must take the following steps, within a reasonable time.

For both a union greenfields agreement and an employer greenfields agreement, your employer must give all employees employed at the time, and who will be covered by the agreement as varied, a reasonable opportunity to decide whether they want to approve the variation. The variation is approved when:

- your employer conducts a vote, and a majority of those employees that make a valid vote decide to approve the variation; or
- another approach is used, with a majority of employees deciding they want to approve the variation.

WHEN WILL THIS HAPPEN IN MY WORKPLACE?

Your employer must set out, in this Information Statement, details of **how and when** they will seek the approval of you and your workmates to the variation. A special page (see page 9) is provided for this purpose.

HOW IS A VARIATION LODGED?

Your employer must declare that they have followed the correct procedures for making a variation to a greenfields workplace agreement. Your employer must lodge the declaration and a copy of the variation with the OEA, within 14 days of the agreement being approved.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

WHEN DOES A VARIATION BEGIN TO OPERATE?

A variation to a greenfields workplace agreement starts on the day the OEA receives your employer's declaration, together with a copy of the variation. The OEA will send your employer a receipt to tell them the date on which their declaration was received. Your employer must take reasonable steps to provide you with a copy of this receipt within 21 days.

If your workplace agreement is a union greenfields agreement, the OEA will also send a receipt to the relevant union or unions.

INFORMATION STATEMENT FOR EMPLOYEES GREENFIELDS AGREEMENTS



HOW IS A GREENFIELDS WORKPLACE AGREEMENT TERMINATED?

If you, your workmates and your employer all want to end your **employer greenfields agreement**, you can agree to terminate it.

In the case of a **union greenfields agreement**, your employer and the union or unions which made the agreement can agree to terminate it.

Your employer must take reasonable steps to make sure that you, and all other employees covered by the greenfields agreement to be terminated, have this Information Statement for at least seven days before the termination is approved.

If you start employment with your employer during the period seven days before the termination is approved, and you are covered by the greenfields agreement, your employer must take reasonable steps to give you this Information Statement as soon as you start employment.

For the termination of both a union and an employer greenfields agreement, your employer must give all employees employed at the time, and who are covered by the agreement, a reasonable opportunity to decide whether they want to approve the termination. The termination is approved when:

- your employer conducts a vote, and a majority of those employees that make a valid vote decide to approve the termination; or
- another approach is used, with a majority of employees deciding they want to approve the termination.

Your employer must set out, in this Information Statement, details of **how and when** they will seek the approval of you and your workmates to the termination. A special page (see page 11) is provided for this purpose.

Your employer must declare that they have followed the correct procedures for terminating a greenfields workplace agreement. Your employer must lodge the declaration with the OEA, within 14 days of the termination being approved.

If you believe that the correct procedures have not been followed, you can call the OEA on 1300 366 632.

Your agreement is terminated on the day the OEA receives your employer's declaration. The OEA will send your employer a receipt to tell them the date on which their declaration was received. Your employer must take reasonable steps to provide you with a copy of this receipt within 21 days. If the agreement terminated is a union greenfields agreement, the OEA will also send a receipt to the relevant union or unions.

After your greenfields agreement passes the nominal expiry date, it is also possible for the employer, or a majority of employees, or a union (if it is a union greenfields agreement), to end the agreement. The nominal expiry date is the expiry date mentioned in the agreement. If no date is mentioned, the nominal expiry date for a **union greenfields agreement** is five years after the day the agreement was lodged, and one year for an **employer greenfields agreement**.



OTHER IMPORTANT INFORMATION

WHAT IS THE AUSTRALIAN FAIR PAY AND CONDITIONS STANDARD?

The Australian Fair Pay and Conditions Standard (the Standard) contains five minimum conditions. Where the conditions in your collective agreement are less favourable than those in the Standard, the conditions in the Standard will apply.

The minimum conditions in the Standard are:

- (1) a federal minimum wage, minimum award classification rates of pay, and casual loadings set by the Australian Fair Pay Commission;
- (2) four weeks paid annual leave per year (five weeks for continuous shift employees) up to two weeks of which can be cashed out in a workplace agreement;
- (3) ten days paid personal/carer's leave per year and two days compassionate leave per occasion;
- (4) up to 52 weeks unpaid parental leave (maternity, paternity and adoption); and,
- (5) maximum ordinary hours of work limited to 38 hours per week (which can be averaged over twelve months in an agreement or award) and reasonable additional hours.

WHAT ARE PROTECTED AWARD CONDITIONS?

Where you would otherwise be covered by an award, certain conditions in that award are protected when you make a workplace agreement with your employer.

You and your employer can agree to remove or change protected award conditions. However, unless your workplace agreement specifically removes or changes these protected award conditions, they will be included automatically in your agreement.

Protected award conditions are public holidays, rest breaks (including meal breaks), incentive-based payments and bonuses, annual leave loadings, allowances, penalty rates and shift/overtime loadings.

Please note that there are some protected award conditions applying to outworkers that cannot be changed to provide a less favourable outcome.

IS THERE ANYTHING THAT SHOULD NOT BE INCLUDED IN MY AGREEMENT?

Yes. A workplace agreement must not contain prohibited content. Prohibited content includes terms of a workplace agreement that:

- deal with pay deductions and payroll deduction facilities for trade union membership subscriptions or dues;
- (2) allow employees to receive leave to attend union training sessions or paid leave to attend union meetings;
- (3) deal with the rights of trade unions or employer associations to be involved in dispute resolution (unless the organisation is the representative of the employer or employee's choice);
- (4) deal with right of entry by unions and employer associations;
- (5) deal with the renegotiation of a workplace agreement;
- (6) restrict an employer from using independent contractors or labour-hire arrangements;
- (7) deal with the forgoing of annual leave credited to an employee bound by the agreement (otherwise than in accordance with the Workplace Relations Act 1996);
- (8) require the provision of employee information to trade unions unless required by law;
- directly or indirectly encourage other persons bound by the agreement to become or remain a member of an industrial association;
- (10) directly or indirectly discourage other persons bound by the agreement to not become or not remain a member of an industrial association;
- (11) require a person bound by the agreement to indicate support, or lack of support for persons bound by the agreement being members of an industrial association;
- (12) allow persons bound by the workplace agreement to engage in or organise industrial action;
- (13) prohibit or restrict disclosure of a workplace agreement's details by parties to the agreement;
- (14) provide a remedy for dismissal for a reason that is harsh, unjust or unreasonable;
- (15) are discriminatory in that it discriminates against an employee bound by the agreement because of or for reasons including race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. A provision is not discriminatory merely because it provides for rates in accordance with the relevant Australian Pay and Classification scale or Federal Minimum Wage; or discriminates on the basis of the inherent requirements of the employment; or it is in respect of employment in an institution conducted in accordance with particular teachings/beliefs of a particular religion or creed and discriminates on the basis of those teachings/beliefs and is done in good faith:
- (16) is objectionable in that it is a provision that requires or permits any conduct that would contravene the freedom of association provisions of the *Workplace Relations Act 1996* including a provision that requires payment of a bargaining services fee to an industrial organisation;
- (17) deal with a matter that does not pertain to the employment relationship (unless it is ancillary/incidental/a machinery matter/or is trivial);
- (18) directly or indirectly restrict the ability of Australian workplace agreements to be offered, negotiated or entered into.

Special Gazette

NEGOTIATING YOUR WORKPLACE AGREEMENT AND PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) can be fined up to \$6,600 (for individuals) and \$33,000 (for corporations), if, when negotiating a workplace agreement (or variation to a workplace agreement) they:

- try to include a term in that workplace agreement (or a variation to a workplace agreement) that includes prohibited content; and
- were reckless as to whether the term contained prohibited content.

MISREPRESENTATIONS ABOUT PROHIBITED CONTENT

A person (for example, the employer, employee, union or another person) may also be fined up to \$6,600 (for individuals) and \$33,000 (for corporations) if they:

- make a misrepresentation that a particular term of a workplace agreement (or a variation to a workplace agreement) does not contain prohibited content; and
- were reckless as to whether the term contains prohibited content.

WHY ARE WORKPLACE AGREEMENTS FOR SOME VICTORIAN EMPLOYEES DIFFERENT?

If you work in Victoria and your employer is not a 'constitutional corporation' - for example, your employer has not set up a company - your workplace agreement must contain guarantees of minimum wage rates and casual loadings. If these are not included, your agreement will be void.

FREE ALTERNATIVE ADVICE SERVICE

The OEA funds a number of community organisations to provide free advice and assistance to workers in a disadvantaged bargaining position.

AUSTRALIAN CAPITAL TERRITORY

Welfare Rights and Legal Centre 1800 445 665

NEW SOUTH WALES

Western NSW Community Legal Centre Inc 1800 655 927

Macquarie Legal Centre 1300 360 689

NORTHERN TERRITORY

Northern Territory Working Women's Centre 1800 817 055

QUEENSLAND

Queensland Working Women's Centre 1800 621 458

South West Brisbane Community Legal Centre 1300 365 114

SOUTH AUSTRALIA

South Australian Working Women's Centre 1800 652 697

Northern Community Legal Service Inc 1300 558 555

TASMANIA

Tasmanian Working Women's Centre 1800 644 589

Launceston Community Legal Centre 1800 066 019

VICTORIA

Job Watch 9662 1933 or 1800 331 617

WESTERN AUSTRALIA

Employment Law Centre of WA 1300 130 956



WHAT IS THE OFFICE OF THE EMPLOYMENT ADVOCATE?

The Office of the Employment Advocate is the Australian Government agency responsible for accepting lodgement of workplace agreements (including Australian workplace agreements and collective agreements) and for providing information about workplace agreements to employees, employers and organisations.

Approval of variation agreement

HOW AND WHEN

Your	employer n	nust set	out below	details	of how	and	when	they wi	ll seek	the	approva	al of	you	and
your	workmates	to the v	ariation a	greemer	ıt.									

your workmates to the variation agreement.	will seek the approval of you and	
Your employer must allow you a reasonable opportunity to decide variation agreement.	e whether you want to approve the	
On this date/, the employer	will:	
If approval is to be by vote, please write how the vote will be con-	ducted in the grey box:	
Hold a vote to approve the variation agreement by:		
If a majority of those employees who cast a valid vote decide tha agreement, the agreement will be approved.	t they want to approve the variation	
OR		
If another approval method is used, please write the description of	of the method being used in the grey box:	
Use the following method to approve the variation agreement:		
If a majority of all employees who are to be covered by the variati to approve the agreement, then the agreement will be approved.	on agreement decide that they want	
Instructions for Employers: Every employee covered by the agreement with the 'How and when' completed. You can download a copy of this preselecting 'Finding out about workplace agreements' under the Employer The downloaded version can be edited, printed and attached to the Info	age (ISE-GAVAHW-0406) at www.oea.gov.aus menu, then select the type of agreement this	ı by is.

Approval of termination

HOW AND WHEN

Your emp	loyer must	set out	below	details	of how	and	when	they	will s	seek tl	he app	oroval	of you	U
and your	workmates	s to the t	ermina	ition.										

and your workmates to the termination.		
Your employer must allow you a reasonable opportunity to decide the termination.	e whether you want to approve	
On this date/, the employer		will:
DD MM YY	EMPLOYER	
If approval is to be by vote, please write how the vote will be con-	ducted in the grey box:	
Hold a vote to approve the termination by:		
If a majority of those employees who cast a valid vote decide that the termination will be approved.	t they want to approve the termina	ation,
OR		
If another approval method is used, please write the description	of the method being used in the gr	rey box:
Use the following method to approve the termination:		
If a majority of all employees who are covered by the agreement the termination, then it will be approved.	decide that they want to approve	
Instructions for Employers: Every employee covered by the agreemen	t must be given a copy of this Information	tion Statement

with the 'How and when' completed. You can download a copy of this page (ISE-GATAHW-0406) at www.oea.gov.au by selecting 'Finding out about workplace agreements' under the Employers menu, then select the type of agreement this is. The downloaded version can be edited, printed and attached to the Information Statement. Please do not remove this page.

Community Language Information

This publication was issued by the Office of the Employment Advocate (OEA) and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the OEA through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the OEA.

此出版物由就业咨询局 (Office of the Employment Advocate, 简称 OEA) 签发,其中提供了有关工作场所协议的信息。如果你不能阅读英文而需要帮助 了解此资料,请致电 13 14 50,通过翻译与传译服务与 OEA 联系。该电话传 译服务之费用将由 OEA 支付。

Croatian

Ova publikacija koju je izdao Zastupnički ured za radne odnose (Office of the Employment Advocate – OEA) pruža obavijesti o ugovorima o radu (workplace agreements). Ako ne možetle čitati engleski i potrebr a vem je pomoć za razumijevanje ovih obavijesti, molimo vas, nazovite UEA putem Službe prevoditelja i tumača na broj 13 14 50. Ove usluge telefonske službe tumača plaća OEA.

این نشریه توسط اداره حمایت استخدام (Office of the Employment Advocate (OEA) ر برادر و اطلاعاتی درباره توافق های معل کار را عرضه می کند. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات نیاز به کمک دارید، خواهشمندیم از طریق سرویس ترجمه کنبی و حضوری توسط شماره 43150هه OEA تلفن کنید. هزینه این سرویس ترجمه تلفی را OEA خواهد

Ang pahayag na ito ay ipinalabas ng Tanggapan ng Tagapagtaguyod ng Hanapbuhay (OEA) at ito ay nagbabahagi ng impormasyon hinggil sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa sa Ingles at nangangailangan ng tulong upang maintindihan ang impormasyong ito, mangyaring tumawag sa OEA sa pamamagitan ng Serbisyo sa Pagsasalin at Pagpapaliwanag sa 13 14 50. Ang serbisyo ng pagsasalin sa telepono ay babayaran ng OEA.

Αυτό το έντυπο εκδόθηκε από το Γραφείο του Συνηγόρου Επαγγελματικής Απασχόλησης (Office of the Employment Advocate - ΟΕΑ) και παρέχει πληροφορίες Απατοχολησίες (υποιε οι τίπε Επιριούηπει Αυτοσίαει - CEA) και παρεχει πληροφορί για τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να τηλεφωνήσετε στο OEA μέσω της Υπηρεσίας Μεταφραστών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το OEA.

Indonesian

Publikasi diterbitkan oleh Office of the Employment Advocate – OEA (Kantor Pembela Pekerjaan) dan memberikan informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan membutuhkan bantuan untuk memahami informasi ini, silakan telepon OEA lewat Translating and Interpreting Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa kerbasa k bahasa lewat telepon tersebut akan dibayar oleh OEA.

Italian

Il presente opuscolo viene pubblicato dall'Office of the Employment Advocate (OEA) e contiene informazioni sui contratti di lavoro a carattere aziendale. Se non siete in grado di leggere l'inglese e avete bisogno di spiegazioni, telefonate all'OEA tramite il Servizio Traduttori e Interpreti, chiamando il 13 14 50. Questo servizio è a carico

អត្ថបទនេះចេញដោយ Office of the Employment Advocate (OEA) ឬ កាវិយាល័យ ទ្រទ្រង់ការងារ ហើយជូនព័ត៌មានអំពីកិច្ចព្រមព្រៀងការងារ។ បើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសបានទេ ហើយត្រូវការជំនួយ ដើម្បីអោយបានយល់ដឹងព័ត៌មាននេះ ស្វមទូរស័ព្ទទៅ OEA តាមរយៈ សេវាបកប្រែ (TIS) លេខ 13 14 50 ។ ការិយាល័យ OEA នឹងបង់ថ្លៃ ចំពោះការប្រើសេវាបកប្រែ តាមទូរស័ព្ទនេះ៕

이 간행물은 고용 보호 사무소(OEA: Office of the Employment Advocate)가 발간한 것으로서 워크플레이스 어그리먼트들에 관한 정보를 제공하는 하는 것입니다. 영어를 이해하지 못하시고 이 정보를 이해하기 위해 도움이 필요하신 경우에는 13 14 50 번으로 번역 및 통역 서비스(TIS)에 전화하셔서 OEA로 연락하여 주시기 바랍니다. 이 전화 통역 서비스 비용은 OEA가 부담합니다.

ເອກກະສານນີ້ແມ່ນຈັດພິມໂດຍຫ້ອງການສິ່ງເສີມວຽກງານ (Office of the Employment Advocate [OEA]) ແລະ ໃຫ້ຣາຍລະອຸງດກ່ຽວກັບສັນຍາການເຮັດວຸງກ. ຖ້າທ່ານອ່ານ ພາສາ ອັງ ກິດບໍ່ໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອເພື້ອອະທິບາຍຣາຍລະອຸງດດັ່ງກ່າວນີ້, ກະຮຸນາໂທຣະສັບຫາ ຫ້ອງການ OEA ໂດຍຜ່ານຜແນກແປເອກກະສານແລະແປພາສາ ທີ່ ໝາຍເລກ 13 14 50. ທາງຫ້ອງການ OEA ຈະເປັນຜູ້ ອອກຄ່າໃຊ້ຈ່າຍໃນການໂທຣະສັບນີ້ໃຫ້.

Оваа публикација ја издаде Службата на Застапникот за вработување (Office of Сильской противент Астуссаte - ОЕА) и содржи информации за работните спотодби. Ако не можете да читате на англиски јазик и ако ви треба помош да ги разберете овие информации, ве молиме телефоннорате во ОЕА-службата преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За преведувањето ќе плати ОЕА-службата.

Malay

Terbitan ini dikeluarkan oleh Pejabat Advokat Pekerjaan (Office of the Employment Advocate – OEA) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak dapat berbahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon OEA melalui Perkhidmatan Penterjemahan dan Jurubahasa (Translating and Interpreting Service) pada nombor 13 14 50. Perkhidmatan ini akan dibiayai oleh OEA.

Jest to publikacja Biura Radcy ds Zatrudnienia (Office of the Employment Advocate, w skrócie OEA) i zawiera informację na temat umów o pracę. Jeśli nie mówisz po angielsku i potrzebujesz pomocy w przeczytaniu i zrozumieniu tej informacji, prosimy zadzwonić do OEA za pośrednictwem thumacza z Biura Tłumaczy (Translating and Interpreting Service) pod numerem 13 14 50. Usługi telefoniczne tłumacza zostaną

Portuguese

Este publicação foi emitido pelo Escritório de Apoio ao Trabalho [Office of the Employment Advocate OEA] e oferece informações a respeito de acordos empregaticios. Se você não puder ler em ingles e precisa de ajuda para entender estas informações, telefone para o OEA através do Serviço de Interpretação e Tradução telefone numero 13 14 50. Este serviço de interpretação por telefone será escencia. pago pelo OEA.

Данная публикация подготовлена Юридической службой по делам занятости Оу-И-Эй (Office of the Employment Advocate (OEA)) и содержит информацию о трудовых договорах. Если Вы не умеете читать по-английски и для понимания этой информации Вам необходима помощь, свяжитесь, пожалуйста, с Оу-И-Эй через телефонную переводческую службу по номеру 13 14 50. Оплата телефонных услуг переводчика будет произведена за счет Оу-И-Эй.

Samoan

O lenei faasalalauga na auina mai i le Ofisa Su'esu'e o Galuega, le Office of the Employment Advocate (OEA) ma e maua ai faamatalaga i feagaiga tau galuega. A le mafai ona e faitau i le gagana Peretania, ma e mana'omia se fesoasoani i le faamalamaniana one ifaamatalaga, vala'au i le OEA e auala i le tautua Faaliliu 'Upu i le 13 14 50. O le tautua Faaliliu 'Upu e totogiina e le OEA.

Serbian

Ова публикација коју је издала Канцеларија адвокатуре за радне односе (Office of the Employment Advocate — OEA) пружа информације о радним уговорима (workplace agreements). Ако не можете да читате енглески и потребна вам је помоћ да бисте разумели ове информације, молимо вад ра изовете OEA преко Стужбе за превођење на број 13 14 50. Ове услуге телефонске преводитељске службе плаћене су од стране OEA.

Spanish

El presente documento fue expedido por la Oficina del Defensor del Empleo (Office of the Employment Advocate/OEA) y proporciona información sobre acuerdos de condiciones laborales. Si usted no puede leer en inglés y necesita ayuda para entender la información contenida en este documento, llame a la OEA por medio del Servicio de Traducción e Interpretación (Translating and Interpreting Service), al 13 14 50. La OEA abonará la tarifa de dicho servicio de interpretación telefónica.

Hili tangazo limepeanwa na afisi ya wakili anayotetea utumishi na inapeana habari ya mapatano yanayoendelea kazini. Ikiwa huwezi kusoma kingereza na unahitaji kusaidiwa kuelewa haya maneno tafadhali piga simu afisi ya wakili wa utumishi ukipitia afisi ya kufasiri na kufafanua kwa namba ya simu, moja tatu moja nne tano sufuri (13 14 50). Hii manufaa inayotumia simu italipiwa na afisi ya

เอกสารนี้ จัดพิมพ์โดยสำนักงาน Office of the Employment Advocate หรือ OEA ขึ้งได้ให้ข้อมูลเกี่ยวกับข้อตกลงต่างๆ ในสถานที่ทำงาน หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อทำความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน OEA ผ่านบริการล่ามและแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 OEA จะเป็นผู้ชำระค่าใช้จ่ายสำหรับบริการแปลภาษาทางโทรศัพท์นี้ให้ท่าน

Ko e tohi fakamatala ko 'eni' 'oku 'oatu ia 'e he Office of the Employment Advocate (OEA) ('Ofisi Taukave'i Ngāue) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi aleapau fakangāue'anga '. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitānia pea 'oku ke toe fiema'u ha tokoni ke mahino 'a e fakamatala ko 'eni', pea ke kātaki 'o tā ki he OEA' o fakafou atu 'i he Translating and Interpreting Service (Va'a Ngāue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he OEA' a e fakatonulea fakatelefoni ko 'eni.'

Bu yayın İstildam Sözcüsü Öfisi (OEA) tarafından verilmiştir ve işyeri anlaşmaları konusunda bilgi sağlamaktadır. İngilizce okuyamıyorsanız ve bu bilgileri anlamak için yardıma gereksinmeniz varsa lütfen OEA'yı 13 14 50 numaradaki Yazılı ve Sözlü Çeviri Servisi aracılığıyla arayınız. Bu telefonla tercüme servisinin ücreti OEA tarafından karşılanacaktır.

Tài liệu này do Văn phòng Cổ Động Nhân Dung OEA phát hành để cung cấp những thông tin về hợp đồng lao động. Nếu quý vị không thể đọc tiếng Anh và cần được giúp đỡ để hiểu thông tin này, xin vui lòng gọi điện thoại cho OEA qua dịch vụ Phiên Dịch và Thông Ngôn Qua Điện Thoại số 13 14 50. Văn phòng OEA sẽ trả lệ phí cho dịch vụ thông ngôn này.

PETER MCILWAIN Employment Advocate

Peter haff.

11 April 2006 Date



Gazette

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SPECIAL

ABORIGINAL AND TORRES STRAIT ISLANDER ACT 2005

Notice of Authorisation

I, IAN WILLIS, the Director of Evaluation and Audit of the Department of Finance and Administration, appointed pursuant to section 193ZC the *Aboriginal and Torres Strait Islander Act 2005*, ('the Act'), hereby, pursuant to section 193ZG(1) of the Act, authorise the person or persons whose names are set below, who are members of staff of the Department of Finance and Administration, to perform the functions and exercise the powers conferred on me by section 193ZG of the Act, on my behalf until 30 June 2006 in respect of undertaking any evaluation or audit assigned by me to such person or persons.

Simon Douglas Liz Mellor Karyn Douglas Shanti Gangatharan

Dated this 11th Day of April 2006

(Ian Willis)

Director of Evaluation and Audit

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Australian Government Attorney General's Department

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