

cumstances where there may be a risk that they will lose their redundancy entitlements once their agreement passes its nominal expiry date and the employer moves to terminate it. But the problem is that the entitlement is overridden where the employer and employee make a new workplace agreement. The problem also is that the obligation is on the employer to inform employees that they are still entitled to the old redundancy clause. Further, employers can offer a 'take it or leave it' AWA with no redundancy provisions which, on the amendments, will override the redundancy entitlement.

Mr Deputy Speaker, I think you will see, just in this one schedule, the flaws that come about when you rush through legislation, when you do not follow due process and when you try and sneak attacks on Australian workers past the public and past this parliament. I spoke against the independent contractors legislation when it was before the House originally and my opposition remains. *(Time expired)*

Ms BIRD (Cunningham) (5.47 pm)—I want to take the brief opportunity available during the consideration of the Senate amendments that are before us to again place on the record, as I did in the debate on the Independent Contractors Bill 2006, my opposition to the measure. Indeed, I would have expressed my opposition to the Work Choices legislation if I had been given the chance to speak on it in the House.

My concern with what confronts us today is that, once again, we have 39 pages of amendments—this is all about making it simpler, I understand—to, in particular, the Workplace Relations Legislation Amendment (Independent Contractors) Bill 2006. There are also some amendments before us that are not to do with independent contractors but which have been hitched onto the

back of this little wagon so that they can go through in this process.

As is the case in the electorates of my colleagues who have already spoken, in Wollongong on Thursday of last week about 7,000 people gathered in opposition to the Work Choices legislation. The feedback that I got and the messages that were left for me from people who participated in that gathering indicate that people have severe concerns about the future of their families and, in particular, the children who are entering the workforce.

My son, who is now 22, had an ABN before he had the right to vote. Why was that? Because he was considered to be an independent contractor. What amazing skill or expertise was he offering to the workplace? He was delivering pizzas. The fact that this sort of contracting work has been expanded to include what should be employment is simply an effort to pass on to the employee the responsibilities that should belong, quite rightly, to the employer. I refer in particular to providing your own insurance, uniforms and so forth. Needless to say, I always leave an extra \$2 tip whenever the pizza boys turn up at my house because I am so conscious that, because of the nature of their employment, most of them have to do a minimum of 20 deliveries in an evening before they even start to take home pay from the job.

This is a fundamentally flawed approach to employment and it is an even more problematic approach when you are applying it to young people who should enter a workforce that is supportive in providing them with the experience and skills that will enable them to become effective in the workplace. So I again place on record not only my opposition to a number of the amendments to the Independent Contractors Bill—although we do agree with those dealing with outworkers—

but also my opposition to the Work Choices amendments.

I take the opportunity to acknowledge the far more technical address on the Independent Contractors Bill by the member for Werriwa. He is quite an expert in this field and I will not go over the points that he has already made. I also acknowledge the contribution by my colleague the member for Adelaide on the particular issues to do with redundancy. Indeed, she has a very real example of that in her electorate, which we are all watching very carefully.

As she rightly pointed out, the problem with these amendments, and what is of particular concern to me, is that they rely on the employer advising the employee. They also rely on the incoming employer body or company that has bought the organisation advising them that the redundancy entitlement exists. Why is that important? Because subsequent to the change they can be offered an AWA that gets rid of their redundancy entitlement. I think there is something fundamentally unfair in this regard. Given that it is the role of government to ensure that people have a fair chance in the workplace and in the community in general, there is something fundamentally unfair about saying that you can lose something without even being informed of the fact that you had it in the first place. If new employees going through a change of company ownership are to be told, 'You've got to face up to an AWA; these will be the new employment conditions,' with all the stress that that involves, and then to not even know that they had that redundancy entitlement, I think that is flawed, and I think it will leave people in a very unhappy situation.

I have had in my office—indeed, it would have occurred in the offices of members of the government—someone turn up and say, 'I've been done out of \$85,000; the amend-

ments didn't fix it and I'm still done out of \$85,000.' That will provide no joy at all. The government has again attempted to rush in a few amendments, but fundamentally the principles behind the legislation are flawed and unsustainable, and the whole thing should be thrown out. (*Time expired*)

Mr STEPHEN SMITH (Perth) (5.52 pm)—Having given my colleagues the opportunity to make some remarks, I now deal with some of the so-called Work Choices amendments in a bit more detail. In my earlier remarks, I referred to my concerns and reservations about the redundancy provisions and the stand-down provisions. I think it is worth putting on the record the so-called frequency of payment provisions. The current fortnightly default frequency of payment provisions are to be replaced by a monthly default provision which can operate to the disadvantage of employees trying to balance their budgets. The provision in respect of the 38-hour week provides, on my reading, no remedy for the employee. The shift worker provisions give the minister the capacity to make regulations to extend those provisions. I think those provisions which deal with a number of amendments which the government had not previously announced or flagged are of concern. The provisions which amend the seven-day waiver rule I think put employees in a position where there is no requirement under the act for them to be provided with details of an AWA or the information sheet. The provisions where a wrong agreement is lodged are, by my reading, convoluted and run the risk of again falling into the drafting provisions and difficulties that we have seen previously. The public holiday substitution provisions extend, on my reading, the provisions where an employer can request work on a public holiday. The pre-reform agreements and standard provisions disturb the current arrangements where pre-reform agreements do not need to