Speech by

PHIL REEVES

MEMBER FOR MANSFIELD

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WORKPLACE RELATIONS AMENDMENT BILL

Mr REEVES (Mansfield—ALP) (4.47 p.m.): After listening to a speech such as that, I wonder whom the coalminers at Emerald believe represents them. The enterprise bargaining farce, which was introduced by the former Borbidge Government in the form of Queensland workplace agreements, should be abolished from the industrial relations landscape forever. When the honourable member for Clayfield, then the Industrial Relations Minister, introduced the Workplace Relations Bill to Parliament back in November 1996, he gloated about a system that would provide Queensland workers with a fair go all round. He wanted us believe that Queensland workplace agreements would assist to end, in his words, the outdated one-size-fits-all approach.

The honourable member for Clayfield now sits in Opposition. Labor did not believe him then and, most importantly, the people of Queensland did not believe him. That is why the coalition is now in Opposition. Previously, an Opposition member spoke about people congratulating the Minister on introducing the Workplace Relations Bill. Those people congratulated the Minister on 13 June, and that is why the coalition is in Opposition.

The cold, hard reality of QWAs and the member for Clayfield's fair go all round is this: how can it be referred to as an agreement when the only choices for the employees are to sign a QWA regardless of whether or not they accept the terms, not sign a QWA and work in a hostile environment, or say no to a QWA and not get employed? I will outline for the House how a QWA is entered into. A potential employee who attends a job interview can be told, "Yes, you are the right person for the job. However, if you want to work here you have to agree to the terms of a QWA. Here is a copy. You have five days in which to sign it and return it to us or you do not get employed. Tough luck."

What is worse, should the person sign it and commence employment, he or she is automatically under the terms of the QWA, regardless of its content, until the Enterprise Commissioner considers it some time down the track. That may take months—months of underpayment of wages. The coalition said that such employees would be able to head off to the Industrial Magistrates Court to be reimbursed what they should have received in the first place. The coalition did not believe in seeing that employees were protected from day one. If they were not protected, the coalition's attitude was: "Well, the employees should go and hire a solicitor and get their money back." It is a stupid system.

I have had brought to my attention an example of a company which attempted to have registered a QWA for its work force. State Patrol provided, amongst other things, security employees to work as traffic controllers on civil construction sites. I am advised that much of this work took place in the electorate of Nicklin. State Patrol was able to work its employees to an unregistered QWA. The workplace Act enables this to happen. State Patrol was able to tender for work on the basis of this flawed QWA in the very price competitive security industry. Although this QWA was eventually rejected by the Enterprise Commissioner, the damage had already been done.

As I have previously stated, the legislation provides that the remedy for an employee who has been disadvantaged by a QWA is to take the matter to the Magistrates Court, but in this case State Patrol had gone into liquidation. So the checks and balances mentioned earlier by the member for Burnett are as effective as shutting the gate after the horse has bolted.

Much has been said by speakers opposite about the ability of parties to a QWA to appoint bargaining agents. One of the workers to be covered by the State Patrol QWA in fact did appoint the union as bargaining agent. However, this was completely ignored by the employer, and the secrecy

surrounding QWAs meant that no date of hearing was available and there was no way in which the appointed bargaining agent could find out the fate of the agreement. It is a nonsense to say that, in a secret system, a bargaining agent can be appointed and has any real ability to affect the outcome of negotiations for a QWA. In reality, it does not happen.

Then there is the issue of existing employees being confronted with QWAs. Again, the employer can drop a QWA into the hands of an employee without prior consultation. The employer can expect the employee to sign it with just 14 days' consideration, even though this QWA might totally replace the award and be binding on the employee for three long years. One must bear in mind that some employees have a very limited understanding of their existing entitlements under an award and are often employed in workplaces where the employer, too, has a limited understanding of the award.

The coalition Government structured its policies in such a way that employees were discouraged from seeking, if not afraid to seek, assistance from an appropriate union. These employees were left to turn to family, friends or the then Department of Training and Industrial Relations for advice.

Where in the department were employees to find assistance if the content of the QWA concerned them? It was the Office of the Employment Advocate, which was answerable to the chief executive officer of the department. This office was set up to also assist the employers and assist the Enterprise Commissioner in the performance of her functions. So here we have this Office of the Employment Advocate set up to tell employers what they can get away with, tell employees that if they do not sign up and are sacked they can go through the unfair dismissal process and recommend to the Enterprise Commissioner what QWAs might be approved. It is little wonder that employees were left in a situation where they had little choice but to sign a QWA and hope for the best.

I will now address the issue of awards and the attack by the member for Clayfield on the alleged one-size-fits-all system. Awards are not and were never designed to be a mere drop sheet for those employees who fell through the enterprise bargaining net. There has been several years of restructuring of awards, and employers have had the opportunity during this time to remedy any problems that may have existed. The vast majority of awards are relevant and acceptable to employers and employees in this State. If this was not so, why was there not an avalanche of employers and employees entering into the Borbidge Government's QWAs? The reality is that the vast majority of employers and employees who have identified a need to alter their awards have turned to collective agreements with union assistance.

Another part of the QWA joke is the so-called no disadvantage test. One would reasonably assume that "no disadvantage" would in fact mean just that-—that employees would be no worse off under a QWA when compared with the parent award. If it were the case that employees were not worse off under a Queensland workplace agreement when compared with the appropriate award, then why would we need them?

Under the terms of the coalition's Workplace Relations Act 1997, employers and employees are free to negotiate terms that are not less favourable than those contained in an award. This was not the case, and the honourable member for Clayfield clouded the concept by using the terms "no overall disadvantage" or "no global disadvantage". This meant that what the employer gave with the left hand it could take away with the right. Honourable members should think of the no disadvantage test of the member for Clayfield as a seesaw. Awards were being left to rot away and the seesaw was already tilting well in the employers' favour.

Supposedly, what was subtracted from the employees' side was to be replaced with something of equal weight or value. So employees were losing overtime payments, expected to work longer hours and weekends, or even losing leave entitlements and in return provided with token additional payments or time off arrangements which showed scant regard to their health, safety or quality of life.

As a further insult, the member for Clayfield held QWAs up as an avenue for employees to strike a balance between work and family life. There are examples of QWAs in which employees were expected to work extended ordinary hours each week, on any day of that week. Obviously, these examples show no regard for employees' quality of life—least of all that of employees' spouses or children.

The QWA concept was not designed to encourage flexibility, job security or even productivity but left the door open for some employers to sweep the inadequacies of their businesses under the carpet and offset them against employees' entitlements and conditions.

What of the QWAs that were approved? Many QWAs made only minor changes to the parent award. I cite the high percentage of QWAs under the Child Care Industry Award which only increased casual engagement. This outcome could have been achieved just as easily by a variation to the parent award or by a certified agreement but, importantly, it would have been vetted through a public scrutiny process by the Queensland Industrial Relations Commission in an open forum, open to debate—unlike the processes relating to QWAs. Other QWAs only tinkered with minor provisions relating to hours and breaks, issues which could have been addressed through facilitative provisions under the parent award.

A fair collective bargaining process is the only way agreements covering individual workplaces can fairly address the needs of both employers and employees. Collective agreements allow employees to openly discuss concerns and issues with one another or with their union. QWAs, like VEAs before them, are shrouded in secrecy. The truth is that if one wanted to see a QWA one could not—unless the employer or employee chose to show it. In essence, this shut out ordinary people from viewing what are allegedly fair and just documents. Anyone can view an award, industrial agreement or certified agreement, so why not a Queensland workplace agreement? What have they got to hide?

What of the employers who entered into the QWA process for the right reasons, expecting to find a simple method to formalise above-award arrangements? Many of these employers aborted the idea when confronted with a tiresome process, a process greeted with suspicion by their employees.

QWAs were touted by the member for Clayfield as being the way of the future. Truth be known, the coalition had its own concerns. This was plainly obvious by the Borbidge Government not allowing even its own employees, employees of local authorities and the like, to be bound by QWAs.

I congratulate the Minister on having the decency to move quickly to protect the rights of individual employees by ridding the State of the farcical QWA system. In the interim, employers and employees are free to negotiate collective agreements, either directly or with union involvement. I commend this Bill to the House as being a fair and just alternative to the legacy left by the honourable member for Clayfield.