

Health Legal Report – June 2023

Welcome to the June 2023 edition of the Health Legal Report.

In this issue of the Health Legal Report we discuss:

- Secure Jobs, Better Pay: New restrictions on the use of fixed term contracts
- *Health Practitioner Regulation National Law (Surgeons) Amendment Bill 2023* (Qld)
- *Jamsek v ZG Operations Australia Pty Ltd* (No 3) [2023] FCAFC 48

We also set out some of the Bills we are tracking throughout Australia, as well as some useful information links.



Secure Jobs, Better Pay: New restrictions on the use of fixed term contracts

By Ben Schwarer, Senior Solicitor

Introduction

The Commonwealth Parliament will introduce a raft of workplace relations reforms through the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (the **Amending Act**). The focus of this article is on the limitations on the use of fixed term contracts, introduced by Part 10 of the Amending Act which is anticipated to commence on 6 December 2023.

What is a fixed term contract?

A fixed term contract is a contract for a defined period of time. At the conclusion of the defined period, the contract will expire. A fixed term contract may contain an option or right of renewal, by which the employer can extend the operation of the contract, typically for another fixed period.

At law, a distinction is sometimes made between a fixed term contract and a 'maximum term contract'. Maximum term contracts allow for the parties to terminate the contract prior to the end of the fixed term on giving notice to the other party.

Scope of the new limitation

The limitation will apply to a contract which includes a term that provides the contract will terminate at the end of an identifiable period (whether or not the contract also includes other terms that provide for circumstances in which it may be terminated before the end of that period). This will capture both fixed term and maximum term contracts.

In discussing the new legislation, references to fixed term contracts should be taken to include references to both fixed term and maximum term contracts.

The limitation

New section 333E of the Fair Work Act will prohibit:

- contracts with a fixed term of more than 2 years (calculated to include the sum of the fixed term and any other period for which the contract may be extended or renewed);
- the use of consecutive fixed term contracts with a combined term of more than 2 years; and

- a fixed term contract which provides an option or right to extend or renew more than once.



Exceptions

Some key exceptions to the prohibition include the following matters (which are not exhaustive)¹:

- training arrangements;
- temporary absences;
- contracts with employees who earn above the high income threshold (\$162,000 until 30 June 2023);
- government funded positions where funding is for a period of more than 2 years and there is no reasonable prospect that the funding will be renewed;
- appointments under the governance rules of a corporation which specify the length of time the appointment can be in place; and
- employment to which a modern award applies that permits a more liberal use of fixed term contracts.

The employer will bear the burden of proving an exception, where it is relied on. Further exceptions may be prescribed by regulation, which are yet to be made.

¹ Please refer to section 333F which will be inserted into the Fair Work Act by the Amending Act for full details of the exceptions to the prohibition.

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Effect of prohibition

Where a fixed term contract is entered into which is not consistent with new section 333E (and is not exempt under section 333F), the provision imposing the fixed term will be void, while the remainder of the contract will remain on foot.

In effect, the employee will be an ongoing employee despite the inclusion of the fixed term.

Penalties

Employees or industrial associations may apply for civil penalties against an organisation which uses fixed term contracts contrary to the limitation. Anti-avoidance provisions will also apply (section 333H). Employers must not take the following actions to avoid the operation of the limitation:

- terminate an employee's employment for a period;
- delay re-engaging an employee for a period;
- not re-engage an employee and instead engage another person to perform the same, or substantially similar, work for the person as the employee had performed for the person;
- change the nature of the work or tasks the employee is required to perform for the person; or
- otherwise alter an employment relationship.

Interaction with industrial instruments

Importantly, the limitation will not apply where a Modern Award covering an employee's employment allows a more flexible approach to fixed term contracts.

Employers may also be aware that enterprise agreements applying in the health, aged care and community services sectors often include terms restricting the use of fixed term contracts to circumstances where there is a genuine need for the arrangement. Those terms will continue to apply; however, employers will not be able to rely on the terms of an enterprise agreement to permit a more flexible approach than under the Fair Work Act.

An employer covered by an enterprise agreement made prior to the commencement of the limitation

may apply to the Fair Work Commission to vary the enterprise agreement to resolve an uncertainty or difficulty relating to the interaction between the limitation and the enterprise agreement.

Public sector employees

The limitations on using fixed term contracts may not apply to certain public sector organisations or appointments pursuant to the implied limitation on Commonwealth powers as articulated in the High Court of Australia decisions in *Melbourne Corporation v Commonwealth*² and *Re Australian Education Union; Ex parte Victoria*³.

The decisions of the High Court recognised a constitutional limitation on the ability of the Commonwealth to legislate with respect to State government employers.

Application to existing contracts

The new scheme will only affect contracts entered into on or after the commencement of the Amending Act. Fixed term contracts entered into prior to commencement, even if they are ongoing after the commencement, will not be affected.

However, if a fixed term contract has been entered into prior to the commencement and a further fixed term contract for substantially similar work is entered into on or after commencement, the period of the initial fixed term contract will be taken into account in applying the 2 year limit.

Conclusion

Employers should examine their use of fixed term contracts for consistency with the new limitation when it is introduced.

Employers are encouraged to seek legal advice if they are unsure:

- about the application of the limitation to their organisation or a specific contract; or
- how the limitation might apply in the context of an applicable industrial instrument.

² [1947] HCA 26.

³ [1995] HCA 71.

*If you have any questions arising out of this article, please email **Ben Schwarer** at ben.schwarer@healthlegal.com.au.*

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In Brief

- **Mental health**

Following the Royal Commission into Victoria's Mental Health System, the Victorian Government has been consulting on various topics relating to the implementation and amendment of the new *Mental Health and Wellbeing Act 2022 (Vic)*. One consultation, now closed, related to the treatment criteria under the new Act. The other, still open until 6 July 2023, concerns the Royal Commission's recommendation that Victoria work towards the elimination of seclusion and restraint in mental health services by 2031. Submissions are now sought on the proposed vision, principles and pillars of a Strategy towards elimination of seclusion and restraint. The Discussion Paper and consultation questions can be accessed on the [Engage Victoria website](#).

- **Telemedicine prescribing**

The Medical Board of Australia has recently published an advance copy of a guideline titled *Telehealth consultations with patients (Guideline)*, which will take effect from 1 September 2023. The advance copy of the Guideline expressly addresses online prescribing, particularly models where medications are prescribed using asynchronous communication (e.g. email or text chat) on the basis of a health questionnaire where the practitioner has never spoken to the patient. Organisations/practitioners who prescribe medications in this way are encouraged to consider how the Guideline may affect their operations.

Staff News

We are pleased to welcome

- **Guy Watson** as our new Head of Technology, and
- **John Tranter** as Senior Software Developer.

Our Law Compliance team also continues to grow, with **Filomena Rosella** the newest addition to our team.

Staff Spotlight – Ben Schwarzer

Ben joined Health Legal in 2017 and was admitted as a solicitor in 2019. His qualifications include a Bachelor of Biomedical Science and Juris Doctor.

Ben is gaining extensive experience advising health sector clients. His areas of interest include employment law, taxation law, contract law, leasing and a range of health regulatory matters. Outside of work, Ben enjoys learning languages. He has received his Level C1 Certificate from the Goethe Institute (German language) and is currently learning Japanese.



Upcoming Changes to Environmental, Social and Governance Reporting Requirements and the risks of 'greenwashing'

March 2023

ESG Reporting Paper

For some time now, in Australia and across the world, society's expectations of organisations have been shifting as the concept of corporate responsibility gains traction. There is increasing global recognition that it's not sustainable for organisations to operate in a vacuum with little regard to the impact they have on society, the environment, or the economy. Given the increased interest in environmental, social and governance (ESG) reporting, we have prepared a Paper on the requirements of ESG reporting for both public and entities. In this Paper we also discuss the risks associated with "greenwashing".

To request a copy of our ESG Reporting Paper please contact us via info@healthlegal.com.au

Health Practitioner Regulation National Law (Surgeons) Amendment Bill 2023 (Qld)

By David McKessy, Compliance Solicitor and Chris Chosich, Senior Solicitor

On 20 April 2023, the *Health Practitioner Regulation National Law (Surgeons) Amendment Bill 2023 (Qld)* (the **Bill**) was introduced into the Queensland Parliament. The Bill, if it passes, would amend the *Health Practitioner Regulation National Law* (the **National Law**) to protect the title of 'surgeon'.

The proposed amendments come following a **consultation process conducted by the Health Ministers' Meeting** which recommended restricting the use of the title 'surgeon' to those who have significant advanced surgical training in response to recent high-profile reporting on the cosmetic medicine industry.

The Bill proposes to amend the National Law to protect the title 'surgeon' within the medical profession by creating an offence for medical professionals to represent themselves as a surgeon without being a member of a surgical class that holds specialist registration.

Currently, the National Law does not protect 'surgeon' as a stand-alone title, but only protects references to an approved specialist title such as 'specialist general surgeon'. This creates the possibility for registered medical practitioners to refer to themselves as a surgeon even if they are not registered in a surgical speciality and have not completed any significant post-graduate surgical training.

The Bill proposes to insert section 115A into the National Law to create an offence for a medical practitioner who is not a member of a surgical class to knowingly or recklessly do any of the following:

- take or use the title "surgeon";
- take or use a title, name, initial, symbol, word or description that, having regard to the circumstances in which it is taken or used, indicates or could be reasonably understood to indicate the practitioner is a member of a surgical class;
- claim to be, or hold out as being, a member of a surgical class.



This offence carries a maximum penalty of \$60,000 or 3 years imprisonment or both.

The Bill also prohibits the same representations from being made by an individual or an organisation about a medical practitioner who is not a member of a surgical class. The maximum penalty in the case of an individual is \$60,000 or 3 years imprisonment or both; and in the case of a body corporate, \$120,000.

Surgical class means the following classes of medical practitioners:

- a medical practitioner holding specialist registration in the recognised specialty of surgery;
- a medical practitioner holding specialist registration in the recognised specialty of obstetrics and gynaecology;
- a medical practitioner holding specialist registration in the recognised specialty of ophthalmology;
- a medical practitioner holding specialist registration in another recognised specialty in the medical profession with the word "surgeon" in a specialist title for the specialty;
- another class of medical practitioner prescribed as a surgical class by regulations made by the Ministerial Council.

Please [click here](#) to access the full Bill

*If you have any questions arising out of this article, please contact **Chris Chosich** on **9865 1333** or email chris.chosich@healthlegal.com.au.*

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Law Compliance Update

Law Compliance is a legislative compliance business of Health Legal.

Whilst initially focussed on health care organisations Law Compliance now provides compliance services to hundreds of organisations across Australia and this number grows each month. Our aim is to make compliance easy.

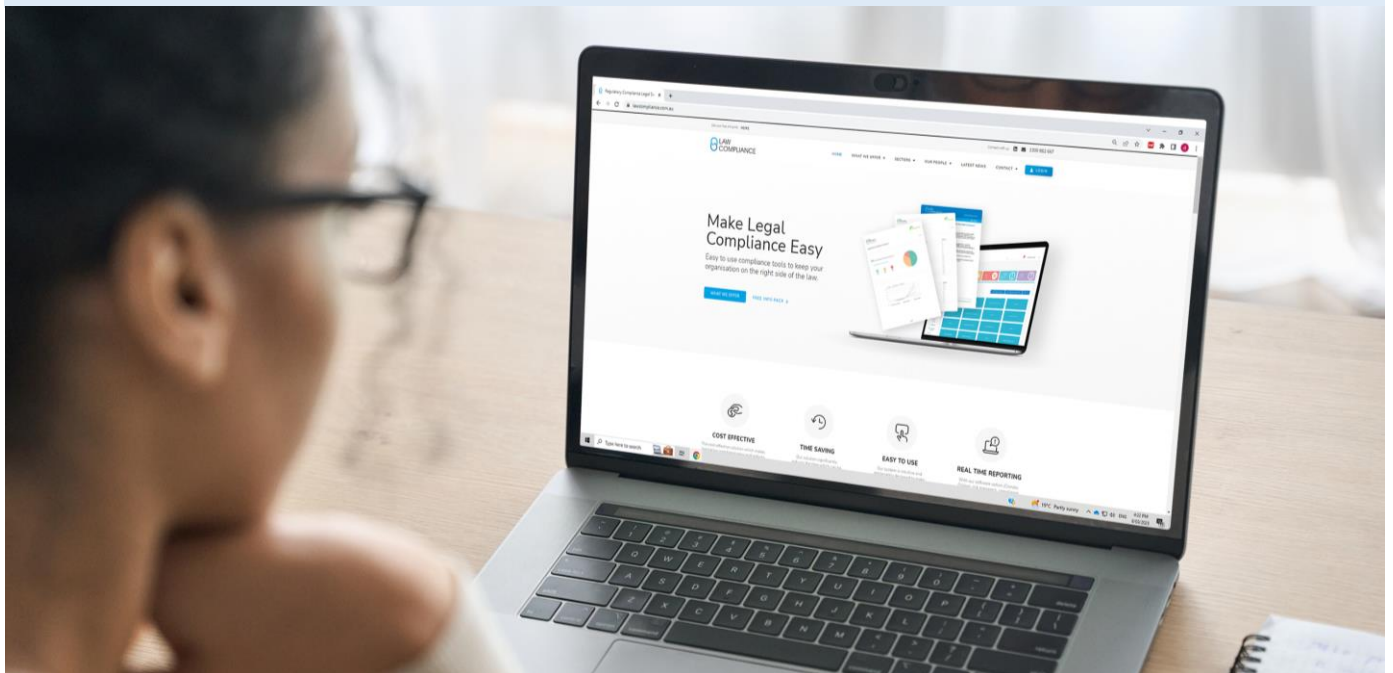
Our clients range from small rural community service organisations to government related entities to some of Australia's largest health care organisations, local councils, universities, charities, community service organisations, aged care providers and child care organisations.

Our online platform, **Comply Online**[®], continues to be successfully rolled out across Australia. With Comply Online[®] our subscribers can easily:

- assign topics to individuals within their organisation
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- produce a variety of compliance reports, including audit and risk compliance reports



For more information about Comply Online[®] or to arrange a free demonstration, please go to: <https://lawcompliance.com.au/comply-online/> or contact **Natalie Franks** on **(03) 9865 1324** or natalie.franks@lawcompliance.com.au.



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Jamsek v ZG Operations Australia Pty Ltd (No 3) [2023] FCAFC 48

By Filomena Rosella, Compliance Solicitor and Chris Chosich, Senior Solicitor

Introduction

This case concerned whether two truck drivers (the **Drivers**) were entitled to superannuation under the extended definition of 'employee' in section 12(3) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (the **SGA Act**) and thus entitled to superannuation.

In the earlier case of *ZG Operations Australia Pty Ltd v Jamsek* [2022] HCA 2, the High Court found that the Drivers were independent contractors, not employees. However, section 12(3) of the SGA Act deems certain independent contractors to be 'employees' for the purposes of superannuation law if the contractor performs under a contract that is 'wholly or principally for their labour'. The High Court did not consider whether the drivers came within this extended definition and remitted the question back to the Full Court of the Federal Court of Australia (**Second Full Court**).

The Second Full Court determined that the primary judge (in the original Federal Court decision) was correct in finding that the Drivers were not employees under section 12(3) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (the **SGA Act**) and accordingly, dismissed the appeal as remitted from the High Court.

Facts and History of Matter

Background

From approximately 7 September 1977 to 1 January 1986, the Drivers were employees of the Company, working as delivery truck drivers. However, from late 1985 to early 1986, the Company decided that the Drivers would no longer be employed unless they purchased their own trucks from the Company and entered into contractor agreements with the Company. Therefore, from approximately 1 January 1986, the Drivers agreed to become contractors for the Company. During the time that followed, the Drivers entered partnership arrangements with their respective wives. The parties to some of the contractor agreements were these partnerships and the Company, namely agreements established in



1993, 1998 and 2001. The Company underwent various changes of ownership and restructures during the time the Drivers were engaged with them professionally. As a result, various contracts were established between the Drivers and the Company at different times throughout this working relationship, each containing relatively similar terms to the previous agreement. Differences between these agreements centred around increasing rates and allowances for the Drivers to account for fuel and associated running costs of the Drivers' trucks. On 20 January 2017 the Drivers were terminated by the Company due to financial conditions and the need for the Company to reduce costs.

History of Legal Proceedings

The Drivers originally sued the Company claiming that they were **employees** under the *Fair Work Act 2009 (Cth)* (the **FW Act**) and the SGA Act, and **workers** under the *Long Service Leave Act 1955 (NSW)* (the **LSL Act**). As a result, the Drivers also claimed that the Company breached various provisions of these Acts and therefore owed them the entitlements summarised below:

- annual leave, annual leave loading, personal leave, redundancy and overtime payments due for public holidays under the FW Act;
- superannuation entitlements under the SGA Act; and
- long service leave entitlements under the LSL Act.

The Company's position remained that the Drivers were not **employees** under the FW Act or the SGA Act, nor **workers** under the LSL Act, but rather

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independent contractors. This matter was heard by the Federal Court in *Whitby v ZG Operations Australia Pty Ltd* [2018] FCA 1934, whereby the primary judge held that the Drivers were not **employees** under the FW Act or SGA Act, nor **workers** under the LSL Act.

The Drivers appealed this decision to the First Full Federal Court in *Jamsek v ZG Operations Australia Pty Ltd* [2020] FCAFC 119, which allowed the appeal and held that the Drivers were **employees** under the FW Act and the SGA Act, and **workers** under the LSL Act.

The Company then appealed this decision to the High Court in *ZG Operations Australia Pty Ltd v Jamsek* [2022] HCA 2, which allowed this appeal, set aside the orders of the First Full Federal Court and remitted the matter back to the Full Court to make orders in accordance with the High Court's decision.

Issue and Law

The issue for the Second Full Court was whether the primary judge in the original Federal Court decision was correct in finding that the Drivers did not fall within the extended definition of **employee** under section 12(3) of the SGA Act.

Section 12 of the SGA Act states that **employee** has its ordinary meaning but that the meaning is expanded according to section 12(2) to (11) of the SGA Act. Relevantly to this matter is section 12(3) which states that *if a person works under a contract that is wholly or principally for the labour of the person, the person is an employee of the other party to the contract.*

Submissions and Evidence

The Drivers submitted that the primary judge was wrong to conclude that there was no relevant contractual arrangement between them and the Company because the arrangements were established under the Drivers' partnerships. The Drivers argued that partnerships are not separate legal entities and therefore the contractual arrangement with the Company was essentially with the Drivers directly. The Drivers submitted that the terms outlined in their 1993, 1998 and 2001 agreements with the Company made the identity of who would be providing the labour clear – in this instance, the Drivers themselves with their trucks –

and that these agreements were *principally* for the labour of the Drivers.

The Drivers also argued that section 12(3) of the SGA Act does not explicitly require the contractual arrangement to be made with the Company; only that a *person works under a contract.*

The Company and the Commissioner of Taxation submitted that the Drivers' interpretation of section 12(3), namely the terms *principally for the labour of*, could impact *any unincorporated service provider such as a plumber, surveyor, accounting firm, doctor or barrister* and that the Company had the right to delegate or employ others to provide labour.

Second Full Court Reasoning

The Second Full Court held that the primary judge was correct in determining that the Drivers were not **employees** within the meaning of section 12(3) of the SGA Act, which resulted in this appeal, as remitted from the High Court, being dismissed. Therefore, the Drivers were not owed any of the abovementioned entitlements in relation to their work for the Company. The Second Full Court explained that section 12(3) had three elements set out below.

That there should be a "contract"

The Second Full Court held that this element was not satisfied because section 12(3) requires a bilateral exchange of promises – a promise from the Drivers to provide labour and a promise from the Company to pay the Drivers for that labour. It was also held that section 12(3) only applied where the employee was a *natural person* party to the contract, rather than a partner or trustee of a personal service trust. This reasoning was informed by the underlying purpose of the superannuation guarantee regime established under the SGA Act to provide for adequate living standards in retirement for natural persons. The Second Full Court also noted that this purpose was required to avoid the abnormal and unintended consequence which could eventuate with labour hire agreements where both the labour hire entity and the employer would become liable to a superannuation guarantee charge regarding the same worker.

Which is wholly or principally "for" the labour of a person

The Second Full Court stated that this element was determined by reference to the terms of the

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arrangement between the Drivers and the Company. It explained that independent contractor arrangements which allow for the contractor to do the work themselves or employ others to do so, as well as those where the contractor has undertaken to produce a given result, are not wholly or principally for the labour of the person.

The Second Full Court held that the Drivers' contracts with the Company were for the provision of labour and equipment (being the trucks), rather than being contracts whereby the Drivers undertook to produce a given result. The Drivers' contracts required the partnerships to deliver goods subject to the Company's reasonable directions as to what carriage was to be undertaken. The fee structure under the Drivers' contracts provided for payment based on hours worked, rather than items delivered, which is inconsistent with the contracts being for a result. The Drivers' contracts, however, allowed for the partnerships to delegate the work to a substitute driver with agreement from the Company.

That the person must "work" under that contract

Similarly, to the above element, the Second Full Court held that this third element of section 12(3) was also not satisfied. This was because the Company received from the Drivers the benefit of a

delivery service to be carried out by the partnerships, rather than by the trucks and the Drivers as the individuals to drive them. It was reasoned that the Drivers' contracts established that they were to use the partnership's resources, at the partnership's risk and fully insured at the partnership's expense, to provide the delivery service for the Company.

Compliance Impact

The Second Full Court essentially confirmed that independent contractors who contract as a partnership with an employer should not be classified as employees under the FW Act, the SGA Act or the LSL Act. The interpretation of employee under various pieces of legislation is not always straightforward or clear as was evident through the appeals to and the varying decisions of the courts mentioned above.

Employers should consider reviewing all independent contractor arrangements, especially those involving partnerships and trustees of a personal service trust. In doing so, employers need to bear in mind the extended meaning of employee within the SGA Act and how this may impact on an independent contractor's superannuation entitlements under this legislation.

*If you have any questions arising out of this article, please contact **Chris Chosich** on **9865 1333** or email chris.chosich@healthlegal.com.au.*

Cybersecurity and IT Management

Health Legal and Law Compliance are aware that everyone is constantly aiming to have the highest possible cybersecurity in place from spam and hackers, as we are too. Sometimes, unfortunately firewalls and spam filters are also preventing us from sending emails to our clients.

To ensure you receive all future communications promptly and avoid difficulties with our Law Compliance and Health Legal emails reaching you and/or your team (because of these varied spam filtering services falsely classifying emails as spam or going into junk folders), we ask that you please let your IT team know to whitelist the following addresses:

- healthlegal.com.au;
- info@mailgun.lawcompliance.com.au;
- lawcompliance.com.au;
- our account system accountright@apps.myob.com

Should you or your IT team have further questions regarding this, please feel free to contact us.

Some of the Legislative Changes being tracked

Western Australia

Climate Change and Greenhouse Gas Emissions Reduction Bill 2021 (WA)
 Guardianship and Administration Amendment (Medical Research) Bill 2023 (WA)
 Liquor Control Amendment (Banned Drinkers Register) Bill 2023 (WA)
 Retail Trading Hours Amendment Bill 2021 (WA)
 Statutes (Repeals and Minor Amendments) Bill 2021 (WA)

Northern Territory

Criminal Justice Legislation Amendment (Sexual Offences) Bill 2023 (NT)
 Food Amendment Bill 2023 (NT)
 Health Care Decision Making Bill 2023 (NT)
 Liquor Legislation Amendment (Offences) Bill 2023 (NT)
 Stamp Duty Amendment Bill 2023 (NT)

Queensland

Births, Deaths and Marriages Registration Bill 2022 (Qld)
 Corrective Services (Emerging Technologies and Security) and Other Legislation Amendment Bill 2022 (Qld)
 Criminal Code (Serious Vilification and Hate Crimes) and Other Legislation Amendment Bill 2023 (Qld)
 Gas Supply and Other Legislation (Hydrogen Industry Development) Amendment Bill 2023 (Qld)
 Health Practitioner Regulation National Law (Surgeons) Amendment Bill 2023 (Qld)
 Monitoring of Places of Detention (Optional Protocol to the Convention Against Torture) Bill 2022 (Qld)
 Property Law Bill 2023 (Qld)
 Tobacco and Other Smoking Products Amendment Bill 2023 (Qld)
 Waste Reduction and Recycling and Other Legislation Amendment Bill 2023 (Qld)
 Water Legislation Amendment Bill 2022 (Qld)

Commonwealth

Commonwealth Electoral Amendment (Cleaning up Political Donations) Bill 2023 (Cth)
 Crimes and Other Legislation Amendment (Omnibus) Bill 2023 (Cth)
 Customs Amendment (Banning Goods Produced By Forced Labour) Bill 2022 (Cth)
 Customs Legislation Amendment (Controlled Trials and Other Measures) Bill 2022 (Cth)
 Education Legislation Amendment (Startup Year and Other Measures) Bill 2023 (Cth)
 Environment Protection and Biodiversity Conservation Amendment (Climate Trigger) Bill 2022 [No. 2] (Cth)
 Export Control Amendment (Streamlining Administrative Processes) Bill 2022 (Cth)
 Fair Work Amendment (Prohibiting COVID-19 Vaccine Discrimination) Bill 2023 (Cth)
 Fair Work Amendment (Right to Disconnect) Bill 2023 (Cth)
 Fair Work Legislation Amendment (Protecting Worker Entitlements) Bill 2023 (Cth)
 Family Law Amendment (Information Sharing) Bill 2023 (Cth)
 Family Law Amendment Bill 2023 (Cth)
 Financial Accountability Regime (Consequential Amendments) Bill 2023 (Cth)
 Financial Accountability Regime Bill 2023 (Cth)
 Financial Services Compensation Scheme of Last Resort Levy (Collection) Bill 2023 (Cth)
 Financial Services Compensation Scheme of Last Resort Levy Bill 2023 (Cth)
 Health Insurance Amendment (Prescribed Dental Patients and Other Measures) Bill 2023 (Cth)
 Inspector-General of Aged Care Bill 2023 (Cth)
 National Vocational Education and Training Regulator (Data Streamlining) Amendment Bill 2023 (Cth)
 Nature Repair Market Bill 2023 (Cth)
 Public Interest Disclosure Amendment (Review) Bill 2022 (Cth)
 Public Sector Superannuation Legislation Amendment Bill 2022 (Cth)
 Treasury Laws Amendment (2022 Measures No. 4) Bill 2022 (Cth)
 Treasury Laws Amendment (2023 Measures No. 2) Bill 2023 (Cth)
 Treasury Laws Amendment (Consumer Data Right) Bill 2022 (Cth)
 Treasury Laws Amendment (Modernising Business Communications) Bill 2022 (Cth)

South Australia

Advance Care Directives (Review) Amendment Bill 2022 (SA)
 Cannabis Legalisation Bill 2022 (SA)
 Controlled Substances (Nicotine) Amendment Bill 2022 (SA)
 Environment Protection (Cigarette Butt Waste) Amendment Bill 2023 (SA)
 Explosives Bill 2023 (SA)
 Fair Trading (Lifespan of Electrical Products) Amendment Bill 2022 (SA)
 Food (Restrictions on Advertising of Junk Food) Amendment Bill 2022 (SA)
 Freedom of Information (Ministerial Diaries) Amendment Bill 2022 (SA)
 Gas (Ban on New Connections) Amendment Bill 2022 (SA)
 Health Care (Ambulance Response Targets) Amendment Bill 2023 (SA)
 Heritage Places (Adelaide Park Lands) Amendment Bill 2022 (SA)
 National Parks and Wildlife (Wombat Burrows) Amendment Bill 2022 (SA)
 Planning, Development and Infrastructure (Gas Infrastructure) Amendment Bill 2022 (SA)
 Public Finance and Audit (Auditor-General Access to Cabinet Submissions) Amendment Bill 2022 (SA)
 Residential Tenancies (Protection of Prospective Tenants) Amendment Bill 2023 (SA)
 Statutes Amendment (Animal Welfare Reforms) Bill 2022 (SA)
 Statutes Amendment (Personal Mobility Devices) Bill 2022 (SA)
 Work Health and Safety (Industrial Manslaughter) Amendment Bill 2022 (SA)

Tasmania

Mental Health Amendment Bill 2022 (Tas)
 Guardianship and Administration Amendment Bill 2023 (Tas)
 Right to Information Amendment Bill 2021 (Tas)
 Residential Building (Miscellaneous Consumer Protection Amendments) Bill 2022 (Tas)
 Public Interest Disclosures (Members of Parliament) Bill 2021 (Tas)
 Electoral Disclosure and Funding Bill 2022 (Tas)
 Right to Information Amendment (Public Protected Areas) Bill 2021 (Tas)
 Residential Tenancy (Rental Market Reform) Amendment Bill 2021 (Tas)
 Justice Miscellaneous (Removal of Outdated Sex Terminology) Bill 2023 (Tas)
 Vehicle and Traffic (Regulatory Reforms) Amendment Bill 2023 (Tas)

Victoria

Building, Planning and Heritage Legislation Amendment (Administration and Other Matters) Bill 2022 (Vic)
 Children, Youth and Families Amendment (Raise the Age) Bill 2022 (Vic)
 Disability and Social Services Regulation Amendment Bill 2023 (Vic)
 Public Health and Wellbeing Amendment (Health Services Performance Transparency and Accountability) Bill 2023 (Vic)
 Water Legislation Amendment Bill 2023 (Vic)

New South Wales

Government Sector Finance Amendment (Grants) Bill 2023 (NSW)
 Residential Tenancies Amendment (Rental Fairness) Bill 2023 (NSW)

ACT

Biosecurity Bill 2023 (ACT)
 Corrections Management Amendment Bill 2021 (ACT)
 Financial Management Amendment Bill 2021 (No 2) 2021 (ACT)
 Health Infrastructure Enabling Bill 2023 (ACT)
 Human Rights Commission Amendment Bill 2023 (ACT)
 Integrity Commission Amendment Bill 2022 (No 2) (ACT)
 Justice (Age of Criminal Responsibility) Legislation Amendment Bill 2023 (ACT)
 Justice and Community Safety Legislation Amendment Bill 2023 (ACT)
 Modern Slavery Legislation Amendment Bill 2023 (ACT)
 Period Products and Facilities (Access) Bill 2022 (ACT)
 Planning Bill 2022 (ACT)
 Transport Canberra and City Services Legislation Amendment Bill 2022 (ACT)
 Variation in Sex Characteristics (Restricted Medical Treatment) Bill 2023 (ACT)

If you would like details of these new Bills please contact our team on **1300 862 667** or visit www.lawcompliance.com.au.

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Contact us

For further information please contact:

<p>Natalie Franks CEO and Legal Counsel Direct: 03 9865 1324 Email: natalie.franks@healthlegal.com.au</p>		<p>Alon Januszewicz Legal Counsel Direct: 03 9865 1312 Email: alon.januszewicz@healthlegal.com.au</p>	
<p>Sarah Caraher Associate Legal Counsel Direct: 03 9865 1334 Email: sarah.caraher@healthlegal.com.au</p>		<p>Teresa Racovalis Chief Operations Officer (Compliance) Direct: 03 9865 1311 Email: teresa.racovalis@healthlegal.com.au</p>	
<p>Sue Allen Senior Consultant Direct: 03 9865 1340 Email: sue.allen@healthlegal.com.au</p>		<p>Giovanni Marino Senior Associate Direct: 03 9865 1339 Email: giovanni.marino@healthlegal.com.au</p>	
<p>Chris Chosich Senior Solicitor Direct: 03 9865 1333 Email: chris.chosich@healthlegal.com.au</p>		<p>Andrew Gill Senior Solicitor Direct: 03 9865 1322 Email: andrew.gill@healthlegal.com.au</p>	
<p>Ben Schwarer Senior Solicitor Direct: 03 9865 1337 Email: ben.schwarer@healthlegal.com.au</p>		<p>Lauren Heyward Solicitor Direct: 03 9865 1323 Email: lauren.heyward@healthlegal.com.au</p>	
<p>Alice Holmes Solicitor Direct: 03 9865 1337 Email: alice.holmes@healthlegal.com.au</p>			

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