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**Memorandum of Understanding between  
the Victorian WorkCover Authority  
and  
Department of Economic Development,  
Jobs, Transport and Resources**

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## PARTIES

**Victorian WorkCover Authority ABN 90 296 467 627** trading as WorkSafe Victoria ("**WorkSafe**"), is the statutory authority responsible for administering various Victorian legislation including but not limited to the *Occupational Health and Safety Act 2004*, the *Dangerous Goods Act 1985*, the *Equipment (Public Safety) Act 1994*, the *Accident Compensation Act 1985*, the *Workers Compensation Act 1958*, the *Workplace Injury Rehabilitation and Compensation Act 2013*, the *Occupational Health and Safety Regulations 2007*, the *Dangerous Goods (Storage and Handling) Regulations 2012*, and the *Dangerous Goods (Transport by Road or Rail) Regulations 2008*.

## AND

**Department of Economic Development, Jobs, Transport and Resources ABN 69 981 208 782 ('DEDJTR')**, the department responsible for administering various Victorian legislation including but not limited to the *Child Employment Act 2003*, the *Geothermal Energy Resources Act 2005*, the *Greenhouse Gas Geological Sequestration Act 2008*, the *Mineral Resources (Sustainable Development) Act 1990*, the *Offshore Petroleum and Greenhouse Gas Storage Act 2010*, the *Petroleum Act 1998*, the *Pipelines Act 2005* and regulations made under those Acts.

(collectively '**the parties**)

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**Business Day** means a day other than a Saturday, Sunday or public holiday appointed under the *Public Holidays Act 1993 (Vic)* applying to the Melbourne metropolitan area.

**Confidential Information** means any technical, scientific, commercial, financial or other information of or about a party, including any information designated by either party as confidential, which is disclosed, made available, communicated or delivered to the other party in connection with this Memorandum of Understanding.

**Privacy Legislation** means laws in respect of privacy and the protection of personal and health information including but not limited to the *Privacy and Data Protection Act 2014 (Vic)*, the *Health Records Act 2001 (Vic)* and the *Privacy Act 1988 (Cth)*.

### 1.2 Interpretation

In this Memorandum of Understanding ('**MoU**') and its Schedules, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the MoU and its Schedules;
- (b) a reference to a clause or schedule is a reference respectively, to a clause of, or schedule of, this MoU;

- (c) a reference to a statute or regulation refers to Victorian legislation unless indicated otherwise, and includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it; and
- (d) the singular includes the plural and vice versa.

## 2. PURPOSE

- 2.1 This MoU sets out the common understanding between the parties as a voluntary statement of intent and contains the commitment of both parties at the time the MoU is signed and for the duration of the MoU. The MoU is not intended to create legally enforceable obligations between the parties.

## 3. TERM

- 3.1 This MoU is effective from the date the last party signs this MoU and continues until the earlier of:
- (a) 31 December 2017; or
  - (b) 3 months from the date of one party's notice in writing to the other notifying of its intention to withdraw from this MoU; or
  - (c) immediately (on notification by the second party) where both parties notify each other in writing of their intention to withdraw from this MoU.

## 4. OBJECTIVES

- 4.1 WorkSafe and DEDJTR share the following objectives:
- (a) to assist Victorian earth resources workplaces achieve compliance with health and safety laws for workers and the public and to minimise the impact on the environment;
  - (b) to protect the health and safety of children at work and in workplaces;
  - (c) to ensure the effective co-operation of both parties in the administration of their respective requirements in relation to the matters set out in the Schedules; and
  - (d) to assist workplaces and other parties affected by the matters set out in the Schedules to meet the requirements of both parties without any unnecessary duplication of effort.

## 5. UNDERTAKINGS

- 5.1 WorkSafe and DEDJTR undertake to give effect to the arrangements and procedures set out in this MoU and its Schedules.
- 5.2 WorkSafe and DEDJTR undertake to establish and maintain liaison contacts to ensure the effective operation of this MoU and its Schedules. Within 10 Business Days of the signing of this MoU, each party will advise the other of their respective liaison contact to whom any communication about the operation of this MoU may be addressed. Any change to the liaison contact needs to be communicated to the other party within 10 Business Days of such change.

- 5.3 WorkSafe and DEDJTR undertake to provide information from time to time to inform each other's staff of their roles and responsibilities in areas of potential overlap, and any relevant changes to the regulatory instruments overseen by them.
- 5.4 This MoU will be jointly reviewed by the liaison contacts on an annual basis as set out in the relevant Schedules, or otherwise as agreed in writing between the parties.

## 6. PRIVACY

6.1 WorkSafe and DEDJTR respectively agree:

- (a) that they will be bound by the relevant Privacy Legislation with respect to any act done or practice engaged in by them under or in connection with this MoU;
- (b) to assure each other that any Personal or Health Information as defined in the Privacy Legislation disclosed by one to the other in connection with this MoU has been collected in accordance with applicable Privacy Legislation, that the individual to whom the information relates has been made aware of the identity of the organisation collecting the information and of the other matters of which the individual is required to be informed under applicable Privacy Legislation, and that the disclosure of the information to, and its use by, the organisation to which it is disclosed is authorised by the individual or by law;
- (c) not to use, disclose, store, transfer or handle Personal Information collected in connection with this MoU except in accordance with applicable Privacy Legislation; and
- (d) to co-operate with any reasonable request of the other relating to the protection of Personal Information or the investigation of a complaint about the handling of Personal Information.

## 7. CONFIDENTIAL INFORMATION

7.1 With respect to any information supplied by one party to the other in connection with this MoU which is designated as confidential by the supplying party, each party agrees to:

- (a) protect the Confidential Information in a reasonable and appropriate manner and in accordance with any applicable legislation and professional standards;
- (b) use and reproduce Confidential Information only for the purposes set out in this MoU; and
- (c) not disclose or otherwise make available Confidential Information other than to its personnel, legal advisers, or Minister who have a need to know the information to give effect to the purposes set out in this MoU or if required under an Act or by a Court.

7.2 Paragraph 7.1 shall not apply to information which is:

- (a) publicly known;
- (b) already known to the receiving party; or
- (c) permitted under legislation to be disclosed by either WorkSafe or DEDJTR to a third party without restriction.

## 8. DISPUTE RESOLUTION

The parties agree to co-operate and use all reasonable endeavours to resolve any disputes or differences between them (disputes). Disputes which remain unresolved for 30 days or more will be referred to the Secretary DEDJTR and WorkSafe's Chief Executive or their respective nominees, for binding resolution.

## 9. ENTIRE AGREEMENT

This MoU contains the whole of the agreement between the parties with respect to its subject matter and supersedes any and all other memorandums of understanding, representations or statements by either party whether oral or in writing prior to the date of this MoU.

## 10. AMENDMENT, VARIATION OR MODIFICATION

- 10.1 This MoU may be amended, varied or modified by a further MoU in writing duly signed by the parties.
- 10.2 Notwithstanding the above, the Schedules to this MoU may be added, amended, varied or modified by the insertion of one or more new schedules duly signed by the parties. Schedules to this MoU may be removed by agreement between the parties, such agreement to be attested by a note to that effect duly signed by the parties and appended to this MoU.

## 11. GENERAL

### 11.1 No Authority

Neither party may enter into any agreement or incur any liabilities on behalf of the other party without that other party's prior written consent and may not represent to any person that it has any authority to do so.

### 11.2 Counterparts

This MoU may be executed in any number of counterparts

### 11.3 Costs and Expenses

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of the MoU and any other related documentation.

**Executed for WorkSafe Victoria by its Acting Chief Executive, Clare Amies:**

*Clare Amies*  
.....

**Dated:** *19/5/15* .....

**Executed for the Department of Economic Development, Jobs, Transport and Resources by its Secretary, Richard Bolt:**

*Richard Bolt*  
.....

**Dated:** *6.5.15* .....

## SCHEDULE 1

### Earth Resources Sector

#### Earth Resources Regulation (ERR)

The Earth Resources Regulation Branch is part of DEDJTR. ERR regulates the performance of the minerals, extractive, petroleum, geothermal, greenhouse gas sequestration and pipeline industries of Victoria. ERR is the authority responsible for administering the following legislation:

- *Geothermal Energy Resources Act 2005*
- *Greenhouse Gas Geological Sequestration Act 2008*
- *Mineral Resources (Sustainable Development) Act 1990*
- *Offshore Petroleum and Greenhouse Gas Storage Act 2010*
- *Petroleum Act 1998*
- *Pipelines Act 2005*

#### 1. Definitions

##### 1.1 All the following definitions apply to this Schedule:

- 1.1.1 **High risk sites** are those determined through the application of ERR and WorkSafe risk assessments, and includes any other site that becomes a high risk site during the term of the MoU. Each party will maintain a list of high risk sites.

##### *ERR operational definitions*

- 1.1.2 **Audit** means a systematic review of management systems, data, records and operations conducted under tenements administered by ERR, within a defined scope.
- 1.1.3 **Inspection** means an examination or a formal evaluation of data, records and operations conducted under tenements administered by ERR. This may include inspections that are planned or unplanned.
- 1.1.4 **Major Investigation** means a formal inquiry in response to an incident or event at sites that are subject to the legislation administered by ERR. Such investigations will generally be the result of and subsequent to a Response Investigation, and where certain thresholds, described in internal ERR procedures, apply.
- 1.1.5 **Response Investigation** means a formal inquiry in response to an incident or event at sites that are subject to the legislation administered by ERR.

##### *WorkSafe Victoria operational definitions*

- 1.1.6 **Verification** means a formally planned systematic review of the implementation and functionality of safety management systems, data, records, processes and operations conducted under tenements administered by WorkSafe. Such WorkSafe reviews evaluate the compliance tenement owners have with their own systems and that of legislation administered by WorkSafe.

- 1.1.7 **Oversight Visit** means a formally planned examination and evaluation of predetermined specific topics including their systems, data, records, processes and operations conducted under tenements administered by WorkSafe.
- 1.1.8 **Comprehensive Investigation** means a formal inquiry in response to an incident (defined under the *Occupational Health and Safety Act 2004*) or event at a tenement subject to legislation administered by WorkSafe. Such investigations will be the result of and subsequent to a WorkSafe response visit.
- 1.1.9 **Response Visit** means an examination and evaluation of systems, data, records, processes and operations conducted under tenements administered by WorkSafe in response to an incident (defined under the *Occupational Health and Safety Act 2004*) or a service request. Such visits may initiate further WorkSafe intervention through follow-up visits or a comprehensive investigation subject to legislation.

## 2. Regulatory Responsibilities

### 2.1 Regulatory Role

- 2.1.1 WorkSafe's regulatory role involves (amongst other things) preventing workplace injuries, illness and fatalities by monitoring and enforcing compliance with Victoria's occupational health and safety laws and regulations, and providing guidance, education and support to employers and workers to maximise regulatory compliance. WorkSafe also regulates the manufacture, storage, sale, transport, use, disposal and importation into Victoria of dangerous goods (such as explosives) to prevent fatalities, injuries and accidents resulting from their use, and manages Victoria's workers compensation scheme.
- 2.1.2 ERR regulates the mineral, extractive, petroleum, pipeline, greenhouse gas storage and geothermal industries in Victoria and off-shore Victorian waters. ERR's regulatory role is the assessment of applications, issuing of licences, approval of works, inspection of operations and enforcement activities.

### 2.2 Overlapping Responsibilities

- 2.2.1 The parties agree that regulatory responsibilities overlap in the areas of:
- (a) Mine stability;
  - (b) Mine fire prevention, mitigation and suppression;
  - (c) Explosives, including blasting; and
  - (d) Well integrity.
- 2.2.2 The parties will work together to actively manage areas of overlapping responsibility to deliver effective and efficient regulatory services as set out in paragraphs 3 and 4 of this MOU.

## 3. Working together

### 3.1 Field Staff Communication

- 3.1.1 All WorkSafe and ERR field staff will have a copy of this Schedule or have access to it.



- 3.1.2 Relevant publications (hard copy and electronic) produced by WorkSafe and ERR will be respectively circulated and used by both organisations.
- 3.1.3 WorkSafe and ERR will liaise in regard to arranging for appropriate staff to participate in relevant training conducted by either organisation.
- 3.1.4 The parties will invite the other to industry forums (including national forums) where matters of overlapping responsibility, as set out in paragraph 2.2.1, are being discussed.
- 3.1.5 The parties will aim to cooperate and provide advice and specialised support to each other when requested.

### **3.2 Provision of Advice to External Stakeholders**

- 3.2.1 WorkSafe and ERR will work together to ensure good communication of advice which will assist both parties to effectively administer their respective legislation and to inform and educate duty holders about areas of overlapping responsibility (see paragraph 2.2.1).

### **3.3 Joint verification / audit**

- 3.3.1 The parties will carry out joint verifications / audits of high risk sites.
- 3.3.2 The parties will set a timetable each year for joint verifications / audits.
- 3.3.3 The parties retain the right to develop their own verification / audit regimes in accordance with their legislative mandate.

### **3.4 Joint oversight Visit / Inspection**

- 3.4.1 The parties will carry out joint oversight visits / inspections of high risk sites.
- 3.4.2 The parties will set a timetable each year for joint oversight visits / inspections.

### **3.5 Response Visit / Response Investigation**

- 3.5.1 The parties, on a case by case basis, will determine how to manage their overlapping regulatory responsibilities prior to, during and after a response visit / response investigation.

### **3.6 Comprehensive Investigations / Major Investigations**

- 3.6.1 Comprehensive Investigations / major investigations and any subsequent actions will be managed by WorkSafe and ERR under their respective legislation.

### **3.7 Emergency / crisis response**

- 3.7.1 Both parties will discharge their duties in accordance with the *Emergency Management Act 2013*. The parties will provide technical assistance to the other as required.

## 4. Sharing Information

Exchange of relevant information and records will assist both WorkSafe and ERR to effectively administer their respective legislation.

### 4.1 Tenement Numbers, Licensee details and Site Operations

- 4.1.1 ERR issues a unique identifier (tenement number) for each mining, exploration, quarrying, petroleum and geothermal title. This tenement number is a key piece of information to aid communication between the two parties and for WorkSafe to be able to identify and physically locate each site. The issuing of tenements is an on-going process and therefore will require on-going communication between the two parties.
- 4.1.2 On an annual basis, ERR will generate and send electronically to WorkSafe, a tenement number report(s) of the current tenement numbers and the licensee contact details as agreed. Part A being the full listing of tenements, Part B changes since the last report. WorkSafe will allocate a co-ordinator or mailbox to receive and action the report(s) received from ERR accordingly.
- 4.1.3 ERR will provide details of site operations to WorkSafe on an annual basis in the form of aggregated production values.

### 4.2 Licensee Employees and Incident Analysis

- 4.2.1 WorkSafe receives employee statistics from sites it manages across Victoria. WorkSafe will (to the extent permitted by law) annually provide ERR details of the number of employees of each tenement holder, along with details of the number of incidents, hours worked at each site, frequency and other statistics developed.

### 4.3 Sharing Intelligence and Incident Notification

- 4.3.1 Inspectors will be in a position to share relevant information about potential identified breaches of the other party's legislation. Both parties agree to ensure that such information will be shared to the extent permitted by the law. Where the potential breach involves an area of overlapping or inter-related responsibility, Inspectors from both parties will work together to resolve the matter.
- 4.3.2 Where ERR or WorkSafe receive an incident notification meant for the other party, the notifier will be directed to contact the appropriate party.

## 5. Memorandum of Understanding (MoU) Governance

The MoU is a living document to be reviewed periodically by the parties to ensure its ongoing effectiveness.

### 5.1 ERR and WorkSafe Victoria Meetings

ERR and WorkSafe will meet on a quarterly basis to review the relevance of the MoU and to discuss learnings, especially those associated with areas of overlapping responsibility. On a biannual basis representatives from each party's regional offices will also join the scheduled meetings to report on relevant activities in their regions.

## 5.2 MoU Implementation

The implementation of the MoU will be assessed using the criteria set out in the table below. The results of this assessment will inform an overall review of the MoU to assist in determining whether changes are necessary.

1. Met target timelines arising from actions in paragraph 3 of the Schedule
2. Met information sharing commitments in paragraph 4 of the Schedule
3. Held meetings as per paragraph 5.1 of the Schedule

## 6. Contact Information

Both parties will exchange and maintain up-to-date lists of contact persons for Mines, Extractive Industries and Petroleum/Geothermal areas.

## SCHEDULE 2

### Child Employment

#### 1. Definitions

**"child"** means a person under 15 years of age as defined in Part I of the *Child Employment Act 2003*;

**"employee"** means a person employed under a contract of employment or a contract of training, as defined in Part 1 of the *Occupational Health and Safety Act 2004*;

**"notify"** means a communication between the parties either orally or in writing and includes a communication received by facsimile transmission or electronic mail or SMS text message;

or

a communication from an employer to WorkSafe to advise of the occurrence of an incident in the workplace as required under Part 5 of the *Occupational Health and Safety Act 2004*;

**"officer"** means a child employment officer appointed under Part 4 of the *Child Employment Act 2003*;

or

a WorkSafe inspector appointed under Part 9 of the *Occupational Health and Safety Act 2004*;

**"permit"** means a child employment permit issued under Division 2 of Part 2 of the *Child Employment Act 2003*;

**"notifiable incident"** means an incident as set out under Part 5 of the *Occupational Health and Safety Act 2004*; and

**"workplace"** means a place, whether or not in a building or structure, where employees or self-employed persons work, as defined in Part 1 of the *Occupational Health and Safety Act 2004*.

#### 2. Employment Information and Compliance

The Secretary DEDJTR is the office bearer with statutory responsibility for administering the *Child Employment Act 2003*.

2.1. Employment Information and Compliance (EI&C) within DEDJTR, administers the *Child Employment Act 2003* on behalf of the DEDJTR. The purpose of the *Child Employment Act 2003* is to:

- (a) regulate the employment of children under the age of 15 years;

- (b) protect those children from performing work that could be harmful to their health or safety, their moral or material welfare or their development or the attendance at school of those children or their capacity to benefit from instruction;
- (c) provide a system of permits to allow the employment of children under the age of 15 years;
- (d) allow children under the age of 15 to work in family businesses without a permit;
- (e) provide for the supervision of children in employment by persons with a current assessment notice under the *Working With Children Act 2005*;
- (f) set out general conditions of employment for children under the age of 15 years;
- (g) provide for a mandatory code of practice for the employment of children under age of 15 years in the entertainment industry;
- (h) prohibit the employment of children under the age of 15 years in certain kinds work;
- (i) empower the Governor in Council to declare kinds of employment prohibited for children under the age of 15 years;
- (j) set out offences; and
- (k) provide for the appointment of child employment officers and the powers of those officers to ensure compliance with the *Child Employment Act 2003*.

2.2. The *Child Employment Act 2003* applies across industry sectors throughout Victoria.

### 3. WorkSafe Victoria

Under its legislation, WorkSafe is responsible for the administration, and regulation of Victoria's workplace safety system.

3.1. Specifically, WorkSafe-:

- (a) enforces Victoria's occupational health and safety laws;
- (b) helps to prevent workplace and work-related deaths, injuries and disease;
- (c) provides adequate and just workplace injury insurance;
- (d) ensures that appropriate compensation is paid to injured workers in socially and economically appropriate manner and as expeditiously as possible
- (e) assists injured workers back into the workforce; and
- (f) manages the workplace injury insurance scheme by ensuring the prompt appropriate services and by adopting prudent financial practices.

### 4. Joint Jurisdiction

4.1. A number of issues regarding child employees and children in workplaces come within the jurisdiction of both DEDJTR and WorkSafe. WorkSafe's jurisdiction in relation to the health and safety of children extends only to those circumstances where a child is:

- (a) an employee as defined in Part 5 of the *Occupational Health and Safety Act 2004*; or
- (b) a deemed employee as per section 21(3) of the *Occupational Health and Safety Act 2004*; or
- (c) in a workplace as defined in the *Occupational Health and Safety Act 2004*.

#### 4.2. MoU Schedule

The parties agree to enter into this MoU to detail agreed arrangements and procedures regarding investigation and prosecution of incidents involving child employees/deemed employees or a child in the workplace under their respective legislation.

### 5. Principles

5.1. The following general principles will apply in relation to WorkSafe's and EI&C's activities regarding child employees/deemed employees and children in workplaces, namely WorkSafe and EI&C will:

- (a) share information on child employees and children in workplaces for which both parties have a direct regulatory responsibility where both parties consider such information sharing appropriate and necessary in the circumstances and where this is permitted by law; and
- (b) collaborate to set and achieve strategic objectives for the health and safety of children at work and in workplaces.

5.2. In carrying out their responsibilities in relation to child employees/deemed employees and children in workplaces, WorkSafe and DEDJTR will each have regard to the interests of the other, and will consult with the other if it is proposing to take any action that will have an impact on the interests of the other.

### 6. Arrangements

#### 6.1. Cooperation on Issues Regarding Child Employees/Deemed Employees and Children in Workplaces

While it is the intention of the parties that nothing in this Schedule to the MoU shall limit or restrict the parties' respective regulatory functions, as far as possible the approach of the parties to those functions will be one of co-operation. To this end the parties will:

- (a) confer as necessary in relation to the most efficient and effective means for the carrying out of such functions;
- (b) where appropriate, jointly prepare any protocol and guideline dealing with the conduct of regulatory functions for which both WorkSafe/EI&C have a direct responsibility;
- (c) ensure that a copy of this Schedule and the MoU and of any protocol and guideline are communicated to each of their respective officers and so far as possible that all documents are adhered to;

- (d) prepare a schedule of people who can be contacted or notified with respect to any matters arising under this Schedule to the MoU. The Schedules will contain telephone numbers and any other relevant information and will be updated on a regular basis; and
- (e) where the parties consider it appropriate and where permitted by law, provide each other with a copy of any relevant information and data, to the extent permitted by law.

## 6.2. Notification and referral of incidents and issues

In accordance with the objectives of this MoU and as permitted by law, the parties will adopt the following approaches.

### EI&C

- (a) EI&C will inform the Advisory Service, WorkSafe Victoria (on 9641 1444 or 1800 136 089 during working hours and after hours on 13 23 60) as soon as practicable of receiving advice of a notifiable incident relating to a child employee/deemed employee or a child at a workplace or a potential OHS hazard or risk that may affect the health or safety of a child employee/deemed employee or a child at a workplace.

### WorkSafe Victoria

- (b) Where permitted by law, WorkSafe will refer any issues concerning child employees and child employment permits that its officers have identified in the course of their work to EI&C for necessary action, as soon as practicable in the carriage of its functions.

## 6.3. Investigation of Incidents and Prosecutions

### Investigations

Unless otherwise agreed, WorkSafe and EI&C will conduct independent investigations of incidents or issues involving child employees/deemed employees or a child in the workplace. In conducting such investigations, the parties agree:

- (a) where appropriate, to cooperate with each other to ensure that all relevant facts and issues are identified and explored and appropriate action taken;
- (b) to source the appropriate expertise within EI&C and WorkSafe respectively, and to effectively utilise these expertise within the limits of available resources. The parties will utilise the resources available to them according to their policies, procedures, and fiscal constraints; and
- (c) where appropriate, to obtain information from each other by the friendly exercise of their legislative based coercive powers.

### Prosecutions

- (d) WorkSafe and EI&C agree to notify each other when a prosecution of a relevant duty holder has been commenced by either party under any legislation referred in this Schedule and/or MoU, where such prosecution relates to an incident involving a child employee/deemed employee or a child at a workplace.

- (e) The parties agree that EI&C will not publicly comment on any prosecution instigated by WorkSafe relating to an incident involving a child employee/deemed employee or a child at a workplace.
- (f) The parties agree that WorkSafe will not publicly comment on any prosecution instigated by EI&C relating to an incident involving a child employee/deemed employee or a child at a workplace.

## 7. Communication and Administration

7.1. WorkSafe and EI&C undertake to give effect to the arrangements and procedures set out in this MoU Schedule.

7.2. WorkSafe and EI&C undertake to establish and maintain liaison contacts to ensure the effective operation of this MoU Schedule.

7.3. The liaison contacts for this MoU Schedule will be:

- (a) for WorkSafe — the Director, Legislation, Policy and Information Services; and
- (b) for DEDJTR — the Manager, Employment Information and Compliance.

### 7.4. Meetings

- (a) WorkSafe and EI&C will meet formally at least annually to share information and discuss strategic and operational issues concerning the health and safety of children in workplaces, for which both have a direct regulatory responsibility. The agenda of formal meetings will include:
  - i. strategic and policy health and safety issues relevant to child employees/deemed employees and children in workplaces;
  - ii. significant operational matters raised with organisations employing children or having children in the workplace involving party cooperation;
  - iii. incidents, prosecutions & emerging incident trends; and
  - iv. operational planning (upcoming audits, inspections, training etc.).
- (b) The formal meetings will be attended by, as a minimum, the primary contact persons or their delegates. The meetings will be chaired alternately by WorkSafe and EI&C.
- (c) EI&C will contact WorkSafe's Advisory Service on 1800 136 089 or 9641 1444 for general information on occupational health and safety. Where the issue is more complex or requires more in-depth analysis of the interaction between the two sets of legislation, or is outside the scope of the WorkSafe Advisory Service, EI&C will contact the Director, Legislation, Policy and Information Services, WorkSafe Victoria.
- (d) WorkSafe and EI&C will consult in the preparation of any codes of practice, guidance notes, protocols or similar material that is developed to assist duty holders for which both the WorkSafe and EI&C have a direct regulatory responsibility to meet their legislative obligations, or to ensure the effective operation of this Schedule.



- (e) WorkSafe and EI&C will notify the other as far in advance as is practicable of any relevant training courses it conducts. Where the other party is interested in participating in a course, the party conducting the course will make at least one place available for an appropriate person to attend.

