

Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

WITNESS STATEMENT OF STACEY SCHINNERL

affirm

1. I, Stacey Lee Schinnerl [REDACTED]:
2. I am the Queensland Branch Secretary of The Australian Workers' Union and the Secretary of The Australian Workers' Union of Employees, Queensland (known collectively as the **AWU**). I have held these roles since August 2022.
3. I have been employed by the AWU since 15 November 2004. Prior to becoming Queensland Secretary, I held the following roles:
 - (a) Industrial Advocate and Bargaining Officer November 2004 – June 2020;
 - (b) Southern District Secretary June 2020 – August 2022;

AWU coverage

4. The Queensland AWU has the broadest coverage rules of any union in Australia. Its coverage includes civil construction. That is the construction, repair, maintenance and demolition of infrastructure such as roads, railways, bridges, water supply, hydrocarbon pipelines, mechanical engineering projects, power transmission lines and tunnels. Additionally, the AWU has eligibility rules for workers performing work for local authorities for (among others) construction workers and labourers in local councils.
5. The effect of these rules is that the AWU can enrol and represent every bona fide worker, male or female, engaged in manual or mental labour in or in connection with the following industries or callings namely:
 - (a) The construction, repair maintenance or demolition of:
 - (i) Civil and/or mechanical engineering projects.
 - (ii) Power transmission, light, television, radio, communication, radar, navigation, observation towers or structures.
 - (iii) Power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries.
 - (v) Sports and/or entertainment complexes.
 - (vi) Car parks excepting car park buildings and car parks within the alignment of a building; and
 - (b) And specifically in Queensland:
 - (i) Road Making including construction and/or maintenance and/or repair and all work in or in connection with or incidental thereto.
 - (ii) Water Supply construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto. Sewerage construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto.
 - (iii) Railway construction and/or Maintenance and/or repairs and all work in or in connection with or incidental thereto.

- (iv) All employees engaged in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of local authority work or works.
 - (v) All employees engaged in the construction and maintenance of tramways.
 - (vi) Bridge Carpenters and all other labour employed in or in connection with or incidental to the construction and/or maintenance and/or repair and/or alteration and/or demolition of bridges, wharves, piers, jetties, dolphins, barrages and other similar or like structures.
6. The term "Civil Engineering" within the meaning of the registered rules of the AWU covers a wide range including the conception, design, construction and maintenance of those more permanent structures and services such as roads, railways, bridges, buildings, tunnels, airfields, water supply and sewerage systems, dams, pipelines, river improvements, harbours and irrigation systems.
 7. Based on the AWU's coverage I have set out above, the AWU is often referred to as the principal civil construction union in Queensland, and also throughout Australia.
 8. In contrast to the AWU's coverage, the Construction, Forestry and Maritime Employees Union (**CFMEU**) has limited occupational coverage on civil construction sites. That coverage is limited to workers in particular occupations, for example permanent excavator operators (subject to the primary purpose test), persons employed as carpenters and crane drivers.
 9. The AWU and CFMEU have dual coverage of limited occupations in the civil construction industry. Civil construction work is performed by:
 - (a) national system employees and employers who work in that industry; and
 - (b) state system employers and employees, namely:
 - (i) local governments and their outdoor workforces throughout Queensland;
 - (ii) RoadTek which is the commercial section of the Department of Main Roads
 10. A regular source of antagonism from organisers, delegates and members of the CFMEU towards officials, staff, delegates and members of the AWU relates to misinformation distributed by CFMEU organisers regarding the CFMEU's capacity to enrol and maintain as members, all employees working in the civil construction industry.
 11. I am in receipt of a document that I was advised was given to CFMEU organisers, endorsed by Mr Ravbar and Mr Ingham regarding the "CFMEU Callings". Annexed and marked "**SS-1**" to this statement is a copy of the CFMEU Callings document.
 12. That document erroneously asserts that the CFMEU Callings have the following "Industry Coverage":
 - (a) "All Construction" including "civil and engineering sectors";
 - (b) Local Government (blue collar workers);
 - (c) State Government blue collar – Main Roads and Health.
 13. This information is clearly incorrect and has likely been relied upon by a significant number of workers employed in the civil construction industry, local government and RoadTek to pay money to the CFMEU in membership contributions when those employees were never entitled to be members of the federally registered CFMEU or its state registered counterpart, the CFMEUQ.

14. The AWU does not have industry coverage over building construction, such as high-rise construction. Nor does it seek to enrol members who are not covered by its rules.
15. It should be noted however, that the callings of the AWU (specific to Queensland) contain a calling that "All kinds of general labour (including builders' labourers)" are eligible to join the AWU. Despite this, the AWU has no enrolled members under this calling as we recognise this to be CFMEU coverage.

CFMEU push into civil construction

16. For as long as I have been involved with the AWU, there has always been a tension between the AWU and the CFMEU over coverage on civil construction projects and in local government (and certain other industries). While it has always been an issue, it has become more pronounced since the commencement of the Cross River Rail Project (**CRR**) and the abolition of the ABCC on the 6th February 2023 (and the repealing of the associated *Building Code 2016*).
17. The CFMEU has continually engaged in the practice of enrolling people in a range of occupations and roles in circumstances where those workers are not eligible to be members of the CFMEU. For example, I am aware of the CFMEU having enrolled people in civil construction in roles such as traffic controllers, labourers, formworkers, scaffolders, riggers, concreters, cleaners etc I've been told that this has sometimes extended to electricians, mechanical fitters and plumbers as well.

Right of entry

18. One of the ways in which we meet with our members is by exercising right of entry under the *Industrial Relations Act 2016 (IR Act)*, the *Fair Work Act 2009 (Cth) (FW Act)* and the *Work Health and Safety Act 2011 (Qld)*. While I do not regularly exercise entry rights anymore, I have regularly done so in the past.
19. I have never had any difficulty with showing my entry permit. I also accept contractor requirements to sign in and attend a brief site induction. There are important safety reasons for such requirements, such as accounting for people in the event of an emergency (sign in) and for visitor awareness of site specific hazards and safety controls (induction).

Negotiations with CPB

20. I had limited involvement in the negotiations with CPB Contractors (**CPB**) during the negotiations which led to (a) the CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019 – 2023 and (b) the CPB Contractors Pty Ltd Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019 – 2023 of Enterprise Agreements (**CRR EAs**). Those negotiations were conducted by then AWU QLD Branch Secretary Steve Baker, QLD Branch/National President Marina Chambers and then-Central District Secretary and Vice-President Tony Beers.
21. In addition to the AWU, the following unions participated in negotiations with CPB for Greenfields Enterprise Agreements (**EA**) on the CRR project:
 - (a) Australian Manufacturing Workers Union (**AMWU**);
 - (b) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**); and
 - (c) Construction, Forestry, Maritime, Mining and Energy Union (then known as the **CFMMEU**)
22. Ultimately, CPB made two Greenfields EAs with the AWU that covered workers on CRR, one for tunnels and shafts and the other for civil and surface works. Of the unions involved in the

negotiations the AWU is the only one which was able to make an agreement by itself, because its industry coverage rules meant that it had majority coverage.

23. The CRR EAs survived challenge by the AMWU, CEPU and CFMMEU in the Fair Work Commission, and were approved on 16 October 2019.
24. Following the approval of those agreements, I heard numerous reports that the CFMEU was angry that it had not been party to the CRR EAs.
25. As the project got underway, we saw the slow escalation of unsavoury behaviour. Such behaviour continued to escalate as the AWU continued to make Greenfields EAs without CFMEU involvement on large civil construction projects, following the implementation by the Department of Transport and Main Roads (TMR) of Best Practice Industry Conditions (BPIC). Those behaviours are detailed from 41 below.
26. For clarity, as the principal union in civil construction, the AWU negotiating and signing enterprise agreements on its own was standard practice and quite unremarkable.

State Secretary and ALP Conference

27. The conduct of the CFMEU towards the AWU worsened in 2020. This was in line with CPB engaging more CFMEU aligned contractors on the CRR project. By CFMEU aligned I mean contractors who work predominantly in building construction and are covered by a CFMEU pattern enterprise agreement.
28. However, it really escalated in late 2022. That coincided with two events:
 - (a) my election as Queensland Branch Secretary of the AWU in August 2022; and
 - (b) a joke I made during debate at the Australian Labor Party Queensland State Conference in November 2022.
29. I believe that my election was seen by Michael Ravbar and Jade Ingham as an opportunity for the CFMEU to attempt to push the AWU out of the construction industry in Queensland. As a newly elected leader, and a woman, I believe that the CFMEU leadership perceived a 'weakness' that they could take advantage of. I believe they thought I would (subject to some pressure) simply roll over.
30. Shortly after my elevation to State Secretary of the AWU, I attended the ALP State Conference. During the conference, a representative from the Shop, Distributive & Allied Employees' Association (SDA) moved a motion about occupational violence. I seconded that motion.
31. While I was speaking in support of the motion, I made a joke about TMR being the most dangerous workplace for occupational violence. This was a reference to the CFMEU storming TMR offices in August 2022 where one worker was knocked down and many feared for their safety.
32. Immediately after I made that reference, I'm told Mr Ravbar rose to his feet and began yelling at me. I could not hear or see this myself as I was on stage and the CFMEU delegation was at the back of the room. The CFMEU delegates then left the conference.
33. I have subsequently been told that Mr Ravbar has stated I started a war with that comment and the following week, all staff were called to the CFMEU office in Bowen Hills to discuss plans to "take down" the AWU.

General on-site behaviour

34. Since 2020, there has been an increasing amount of low level harassment of AWU members, delegates and officials in civil construction (and sometimes local government) by CFMEU members, delegates and officials.
35. That harassment included:
- (a) when AWU officials enter site to hold discussions with their members, those discussions are often interrupted by CFMEU delegates, who enter uninvited and are often quite verbally abusive and threatening;
 - (b) general derogatory comments and snide remarks.
36. From 2023, the low level behaviours progressed to more concerning behaviours.
37. Such behaviours have included:
- (a) officials being followed and harassed on the street;
 - (b) members being threatened with their jobs if they didn't resign from the AWU and join the CFMEU;
 - (c) members being followed to their vehicles; and
 - (d) members receiving threatening phone calls and text messages.
38. As a consequence of these behaviours, and those detailed below, AWU officials no longer ask that visits to site be broadcast at toolbox meetings on particularly volatile projects. This approach of course depends entirely on the dynamics of each job.
39. This approach is not ideal. However, the AWU has had no choice but to take steps to change the way we organise to minimise risk (for our members and officials).
40. I have a statutory (and moral) obligation to keep my employees safe at work and to not expose them to harm. In some instances, the actions of the CFMEU have made upholding that obligation practically impossible.

Cross River Rail Safety Reset

41. Following a serious safety incident on 25 July 2023 at CRR, CPB and its subcontractors conducted a safety reset. The safety reset was to involve various actions, such as site walks, to inspect safety before restarting work.
42. As the union with majority coverage at that project, I expected the AWU would take part in the safety reset. To assist with the safety reset, I made arrangements for AWU officials with experience in the civil construction industry from Victoria and New South Wales to fly to Brisbane to participate in this activity. I did that because the AWU employs a limited number of organisers with a background in the civil construction industry and I wanted to make sure any AWU personnel on site would be adding value to the process. The site was particularly large with many gates to cover so the extra numbers were essential.
43. Initially, I had anticipated that the existing health and safety committees on site would be used to facilitate the safety reset.
44. However, for reasons not known to me, I was told that that structure was abandoned and *ad hoc* committees were developed. I was subsequently told that at the CRR Roma Street site, a motion was passed by CFMEU delegates which had the effect of excluding the AWU from

participating at one stage. I was also told by then AWU Delegate, Jayce Emmerton, that it was not safe for me to participate in the reset. Mr Emmerton has since joined the CFMEU.

CFMEU Demands

45. Mark Raguse, Assistant State Secretary, and I went to a meeting we understood to be about the upcoming safety reset on 28 July 2023 at 2:00 pm. I believe the following people were present at that meeting:
- (a) a significant portion of the senior leadership of CPB, including Jason Spears (Managing Director), Don Johnson (Chief Operating Officer & Executive General Manager - NSW & ACT, Major Projects & Tunnelling), Graeme Silvester (General Manager - Safety, Health, Environment, Quality, Sustainability & Rail Safety), Aaron Thompson, Andrew Large (Project Manager);
 - (b) Mr Ravbar and Mr Ingham from the CFMEU;
 - (c) Peter Ong and Chris Lynch from the ETU;
 - (d) Robbie Gould from the PGEU; and
 - (e) Daniel Lacey from the AMWU.
46. I do not recall whether anyone else was present.
47. On either 26 or 27 July 2023, the CFMEU (and the broader Building Trades Group of unions) had a public rally at which they developed a list of resolutions to be put to CPB. I had assumed there would be demands about safety generally or the reset. Instead, the demands discussed were things like:
- (a) walking (i.e. non-working) HSRs and delegates on site;
 - (b) removing all turnstiles at the points of entry to the sites;
 - (c) removing the ID verification system;
 - (d) that particular CFMEU linked persons be employed at the site (list to be provided); and
 - (e) open ROE for permitted and unpermitted union organisers.
48. It is unclear to me how any of those demands were directly related to resolving the safety issues around scaffolding etc.
49. My recollection is that CPB acceded to almost all of the demands – with only the turnstiles remaining unresolved.
50. During the course of that meeting, I asked Mr Johnson how he intended to ensure safe passage for the AWU to participate in the reset (given there had been multiple incidents in the preceding days that put members, delegates and organisers at risk). We then had an exchange to the following effect:
- Mr Johnson: *What happens outside the gate is not my problem. I'm not getting involved.*
- Me: *Well it is your problem. You are the PCBU*
- Mr Johnson: *No. I'm not getting involved with this.*

51. After Mr Johnson gave that response, I saw both Mr Ravbar and Mr Ingham smirking.

Northern Tunnel Portal

52. On or around 27 July 2023 we had arranged to meet AWU members at the Northern Portal (near Centenary Pool) at approximately 4:30/5:00 am.

53. While enroute to that meeting I received a telephone call from AWU organiser James Downie, who told me that that fellow Organiser Jamie McQueen's car was surrounded by CFMEU members, he had been shown a weapon, his tyres had been let down and he had been told not to exit the vehicle.

54. Despite what Mr Downie told me, I continued to site to make sure Mr McQueen was safe. When I arrived, and after I had identified that Mr McQueen was ok, I saw that Jade Ingham was nearby, as were a number of CFMEU members.

55. Once we firmly established that Mr McQueen was safe, we cancelled the site meeting, communicated to our members that it wasn't safe to attend and we left in our vehicles (having been followed back to the vehicles, on foot, by CFMEU members). Beyond that, no further action was taken against us.

Threat from CFMEU

56. I believe the following day, Mr Emmerton reported that he had had an altercation with masked CFMEU members preventing him from entering site. Mr Emmerton was attempting to enter the site so as to ensure no AWU members were inside. I am told that Mr Emmerton told Mr Downie that he was instructed to pass on a message to me from the CFMEU, to the effect of if I stick my head up it will get knocked off.

57. Given my familiarity with the CFMEU and the manner in which they conduct themselves, I took that to be a threat on my life. It, along with other matters I address below, has caused me to have significant concerns for my safety and that of my family.

Superannuation and Redundancy on CRR

58. The funds into which employee superannuation and redundancy contributions are to be paid on CRR are set-out in the various CRR EAs.

59. I am told that the CFMEU have made attempts with various contractors to order the redirecting of payments to different funds, contrary to the requirements of the relevant EAs. I am unaware how successful such attempts have been,

Centenary Bridge project

60. I had a visit planned to the Centenary Bridge project to speak with management on 17 May 2024. Prior to the time I was due to attend, I received a text and a phone call from Robert Pickard from BMD who told me that amid rising tensions and general site volatility, word had got out that I was attending the site, and that he could not guarantee my safety. I did not attend.

61. There was also a separate incident at that project where Patrick O'Doherty, an AWU organiser, had his car surrounded by CFMEU officials as he tried to leave site. I have been shown Exhibits GW-7 and GW-8, which are video footage of this incident.

'Australia's Weakest Union' campaign

62. Between 2023 and 2024, the CFMEU ran a campaign where they repeatedly utilised stickers, scratchies and signs attacking the AWU. A common theme of those signs was replacing the

word 'Workers' in AWU with other words such as 'Weakest' and 'Worst' and separately using the slogan 'Bosses ♥ AWU'.

63. Much of that campaign was childish and little more than an irritant. For example, stickers and signs being placed in various locations around Brisbane and on work sites, including in the window of a donga on a construction site facing the entry to the AWU office car park at 333 Adelaide Street. However, there were a number of more serious incidents:
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- (a) On ■ February 2023 two CFMEU officials, Dean Mattas and Matt Clark (then Parfitt), circumvented the security gate and entered the carpark at the AWU offices. Both officials placed stickers on an AWU branded vehicle in the carpark and on the building.
 - (b) In the first part of 2023, I went to buy lunch at a sandwich shop in the city near the AWU offices. I was not wearing union branded clothing. Two construction workers entered the sandwich shop and started loudly and repeatedly chanting 'Weak!' at me.
 - (c) On 1 March 2023, while at the government offices at 1 William Street signing in to go to a meeting with a minister, a man barged in, forced his way between Mark Raguse and myself (barging both our shoulders), put a sticker down in front of us and said "What do you think about that?".
 - (d) During various Labour Day celebrations across the State in both 2023 and 2024, the stickers were used to plaster the march routes. Annexed and marked "SS-2" to this statement is a copy of photographs of the stickers used to plaster the march routes.
64. In addition to those matters there was also an incident at the 2023 Brisbane Labour Day celebration which I will address separately.

Followed at the shops

65. On or around 11 March 2023, I attended the Westfield shopping centre at Helensvale with one of my then 13-year-old children. We drove to the shops late in the afternoon, in my work car, which had prominent AWU branding on it.
66. It was reasonably busy when we arrived. By the time we had left, there were multiple free car parks. As we approached the car, my son noticed that there was a vehicle idling nearby. Initially I did not think anything of it.
67. Once I drove out of the parking space, I noticed the vehicle behind me. I was concerned that I was being followed, so I made multiple turns in directions in which it was not logical to travel. The vehicle continued to follow me. My child communicated to me that he believed the same.
68. When I was exiting the car park, I saw a service station nearby and accelerated into that. When I pulled in, I turned and looked at the driver of the other vehicle, who sped off and left the petrol station.
69. The car which was following me did not have any CFMEU markings on it. I could not say whether it was a CFMEU vehicle (or that of a member) but given other incidents I was concerned that it was.
70. However, as I had no evidence, I concluded that making a police report would be pointless.

Labour Day 2023

71. Labour Day is an important day for the union movement. Like previous years, I attended the Labour Day march and the festivities which followed at the RNA Brisbane Showgrounds. Labour Day is supposed to be an occasion for workers and their families to collectively celebrate the union movement and all that has been achieved for working people.

72. Before the march commenced, the AWU delegation was located relatively close to the CFMEU delegation (on St Paul's Terrace). I had concerns about the close proximity, due to the tensions between the two unions.
73. The CFMEU had a trailer with loud speakers set-up on it. I'm told that a number of things which were critical of the AWU were broadcast over those speakers. I do not recall specifically what those things were.
74. As more unions and members arrived, the distance between the unions increased.
75. Other than the entire march route being plastered with anti-AWU stickers, the march itself was without further incident.
76. The march ends at the RNA Showgrounds where a family fun day follows.
77. As the day was drawing to a close, there were a number of things which had to be packed up and returned to vehicles. Various officials and people involved with the AWU were shuttling items from the marquee area to the vehicles.
78. I was in the AWU marquee with one of my 13-year-old sons and Marina Chambers the National and State President of the AWU was nearby. There may have been some other people present but I cannot recall.
79. I was approached by a man wearing a CFMEU t-shirt who had his face and forehead painted with the words '*Australia's Worst Union*'. We had an exchange to the following effect:
- Man: *How do you fuckin like this?*
- Me: *Alright mate, what do you want me to say? Just jog on.*
- Man: *Oh come on. Fucking say something. Tell me what you think.*
- Me: *Leave. This is my child. Do not do this here. Leave.*
80. He kept getting closer to me, and kept at me, repeatedly calling me weak.
81. I wanted him to leave the tent, so I stood up and walked towards him yelling "*Leave, leave, leave*".
82. It got to the point where we ended up chest to chest at the edge of the marquee. I was still yelling at him to leave and referencing the fact that my son was there.
83. As this was going on, I saw out of the corner of my eye:
- (a) that Jade Ingham was standing about 30 meters away watching the confrontation; and
- (b) a woman was standing not far away with a small child. I remember thinking 'oh god, that must be his wife'.
84. The man then pushed up against me in an attempt to get past me. He looked at my son and said to him: "*How does it feel to know that your Mum is a fuckin' grub who sells out workers?*".
85. I then said something to the effect of: "*Oh fuck that*". It was at about that time security arrived. Throughout the exchange, Mr Ingham made no attempt to call him away.
86. As the man left and walked towards the woman who I assumed was his wife, I yelled at her: "*You must be fucking proud*".

87. Following that interaction, my husband returned to the AWU area and we discussed how we were going to manage the situation. He reluctantly agreed to take the kids with him to the car, and I would follow. I wanted the kids out of the area and away from me, so that they would not be exposed to any more bad behaviour. We agreed that I would follow a short distance behind, to put some space between us.
88. Shortly after I started walking out, I noticed there were a number of men wearing CFMEU shirts around me. They were quite young men, who I assumed were rank and file members (likely "Youth Crew") rather than organisers or delegates. I identified that at least four of them were within 10 meters of me and following me.
89. One of the men was getting quite close. When I turned around to confront him, he was right behind me. We had an exchange to the following effect:
- Me: *This is a real pivotal moment for the both of us and the decision you make in the next 5 seconds is going to fundamentally change the course of your future and mine, so you can either choose to be a dick and continue to do whatever you've fucking being tasked to do, or you can just leave me the fuck alone and let me get out of here.*
- Man: *I'm not following you.*
- Me: *Why the fuck are you up my arse? And what are your mates doing?*
90. One of the others in the group that had been nearby then yelled out to the man that was close to me telling him to leave it. I noticed a number of them were on the phone and were looking around anxiously.
91. On my way out I attempted to speak with police who were stationed at the gate about the incident, but they were not really interested.
92. Following that incident, my next concern was that we would be returning to the AWU offices with items used at the Labour Day celebrations which needed to be stored. I considered that this would also be obvious to the CFMEU. Given the CFMEU knows the location of the AWU offices, I made sure that we travelled in convoy and returned the materials together.

AWU vehicles

93. There were a number of incidents involving AWU officials being targeted while in or around their vehicles, or travelling to and from site. That included instances of officials being abused while driving and being followed to their cars.
94. I do not recall the specific date but in 2022, I was in a marked AWU vehicle with Paul Cradden (former AWU official) on the way to visit the Albert Street CRR site. As we approached the site with a view to parking nearby, I could tell we had been spotted by a number of men who were wearing hard hats with CFMEU stickers on them. As we were stuck in traffic, the men advanced towards our vehicle.
95. When traffic again began to flow, we parked our vehicle in a nearby public carpark and when we exited on foot the same group of men wearing CFMEU stickered hard hats were waiting for us. They were following us while apparently coordinating on mobile phones.
96. I do not recall anything being said.
97. When we were finally able to enter site to attend a scheduled meeting with our members, a man who I am told to be Richie Atutolu (CFMEU Delegate) attempted to interrupt that meeting. I believe at that time that Mr Atutolu was working for Heinrich Constructions.

AWU Branding

98. On 28 July 2023 I made the decision to remove AWU branding from union vehicles located in South East Queensland. I did this because of a number of instances where AWU officials were targeted while in or near their vehicles.
99. That was a very difficult decision for me, because I am proud of my union, and I know my organisers and members are proud of it too. I also consider it important that we are visible to our members. However, given the safety risks, I felt I had little choice but to make the decision that I made.
100. In addition to that, I have prevented my children from wearing AWU branded clothing in public. Given the culture of bullying and intimidation engaged in by the CFMEU, I did not want to expose my children to the risk of harassment, intimidation or abuse.

Ipswich office

101. Overnight, between 2 March 2023 and 3 March 2023, CFMEU flags were mounted on the roof of the AWU Ipswich office. Annexed and marked "SS-3" to this statement is a bundle of photographs taken of CFMEU flags mounted on the AWU Ipswich office, dated 3 March 2023.
102. This matter was reported to Queensland Police, and a police report (QP2300370522) was taken.

Social media

103. There is also material which was put out on social media. Like the sticker campaign, such posts were more of a juvenile and hypocritical irritant than anything else. However, they were a clear attempt to tarnish the reputation of the AWU (and myself personally). Annexed and marked "SS-4" to this statement is a bundle of social media posts by the CFMEU about the AWU.

Queensland Police

104. In addition to engaging with uniformed officers as described above, there have been other occasions on which our then Legal Officer reported (or attempted to report) matters to police. On some, but not all, occasions, a police report would be taken. I recall that when we made contact with police, we were cautioned that without evidence (video, names etc) or a willingness to stand up in Court there would be little point in making complaints. The QPS generally showed little interest. Eventually, we ceased making contact with them.

MOU between OIR and police

105. In mid to late 2023 I became aware of a memorandum of understanding between the Office of Industrial Relations and police (MOU). Annexed and marked "SS-5" to this statement is a copy of the MOU which was downloaded from a State Government Website. Reviewing that document exacerbated my concerns about the lack of interest shown by police about the conduct of the CFMEU.
106. In mid-2024, I attended a meeting at 1 William St with Premier Steven Miles, Minister Grace Grace, QCU General Secretary Jacqueline King and UJU Political Director Gary Bullock where we discussed the MOU. Soon after, I believe the MOU was amended.

Meeting with Mark Wheeler

107. As a consequence of the threat passed on to me by Jayce Emmerton (via Mr Downie) to the effect if I stuck my head up it would get knocked off, I decided to speak with police. Given we had previously limited success reporting matters to police, I did not think I would get a great deal of traction going through ordinary channels, so I reached out to a contact I had in the Queensland Police Union, Simon Tutt.

108. Mr Tutt arranged for Mark Raguse and I to have an online meeting (28 July 2023) with then Deputy Commissioner of Police Mark Wheeler. Mr Wheeler was at pains to explain that the meeting was not formal. He advised me generally about risk, to keep my wits about me and about home security (cameras and alarms). He also told me that if I felt the risk was increasing, I should make a complaint. He informed me that if I made a complaint, I would need to be in a position to back it up.

Meeting at police headquarters

109. I, along with Jacqueline King, had a meeting with a number of high-ranking police at police headquarters on Roma Street 6 August 2024. I do not remember how that meeting was organised, but it occurred just before the CFMEU had entered administration and during the time that the CFMEU was taking industrial action on CRR.
110. When we arrived at police headquarters, we went to the front desk to sign in. As we started to sign in, the desk attendant asked if we were "Jacqueline and Stacey", we confirmed that we were and they told us not to sign in. Someone from the Commissioner's office approached us to collect us soon after.
111. In addition to Ms King and me, the following people were present at the meeting:
- (a) Commissioner of Police, Steve Gollschewski;
 - (b) Deputy Commissioner Cheryl Scanlon; and
 - (c) another senior officer (male), whose name I do not recall.
112. We spoke about many of the incidents between the AWU and CFMEU in the preceding two years as well as the more recent events where our members were being followed and threatened daily on CRR.
113. During the course of that conversation, Ms King produced a USB stick with video footage on it and placed it on the table.

Impact of the conduct

114. The conduct engaged in by the CFMEU and described in this statement has taken a personal toll on me. I have, at times, felt unsafe in my own home, and I am particularly concerned about the safety and well-being of my children and the impact this has had on them.
115. I have provided this statement not because I wish to make myself a bigger target than I already am, but because I believe in the importance of the union movement, and because the sort of conduct I (and others) have been exposed to tarnishes the whole movement.
116. The conduct we have seen from some in the CFMEU is the absolute antithesis of unionism and the collective cause.
117. It also reeks of hypocrisy. The CFMEU espouses the importance of safety in the workplace and the importance of mental health and yet they have made it practically impossible for me to provide a safe workplace for my employees (or myself) and consistently compromise the safety of AWU members in their workplaces.
118. I make this statement in relation to both physical safety and psychological safety.

The 'Youth Crew'

119. There is a group of CFMEU members who are referred to as the "Youth Crew". I believe the youth crew is comprised of members 35 years of age and younger.

120. I believe Jade Ingham to be the person responsible for coordinating the Youth Crew (prior to his removal). It is a breeding ground for future organisers. It is my belief that Youth Crew members are willing to do what Mr Ingham asks of them so that they can secure a role in the CFMEU's structure.
121. I have been told that there have been Youth Crew meetings dedicated to planning attacks on the AWU.

CFMEU conduct different to other unions

122. We have disagreements about coverage issues with other unions on a regular basis, in part because of how broad our coverage rules are.
123. None of the disagreements we have with other unions involve violence, threats and/or intimidation. They are typically resolved by a discussion, or occasionally in the Fair Work Commission or (less frequently) in the Queensland Industrial Relations Commission.
124. It is typical for there to be a disagreement with another union one day, and for us to be working together the next. In some areas (mainly in the regions), we co-exist with the CFMEU without significant incident – other than coverage disagreements.

Best Practice Industry Conditions

125. I am broadly familiar with the BPIC requirements which were introduced by various State Government departments over the last seven or so years. My understanding is that the development of the TMR BPIC and Energy/Renewables BPIC followed a separate BPIC which was used for building construction. A standalone Water BPIC was commenced but did not proceed.
126. The AWU expressed concern that the TMR BPIC (and later the Energy/Renewables and Water BPICs) appeared to traverse the *Fair Work Act 2009 (Cth) (FW Act)* as they appeared to be designed to largely circumvent the bargaining process and the majority coverage provisions for Greenfields EAs. Those concerns ultimately led to the AWU disengaging from the development of the TMR BPIC.
127. Over time, the AWU had no choice but to engage in discussions around BPIC. Despite our well-known concerns, it was made very clear by the various government departments that BPIC was to continue (and expand) with or without the AWU.
128. The TMR BPIC ultimately became a guidance document where bargaining parties were able to demonstrate compliance in a variety of ways.
129. By contrast, the Renewables BPIC was a full compliance document.
130. There were a number of elements of BPICs which I supported in principle, including:
- (a) they had the potential to level the playing field in a remuneration sense;
 - (b) initiatives encouraging local participation on regional projects;
 - (c) WHS initiatives; and
 - (d) aspects of the BPICs that addressed various equity and skills matters (including clauses that promoted the participation of women and indigenous workers in the industry).
131. Notwithstanding those benefits (and in addition to the examples given below) I raised concerns about the various BPICs, and the processes of establishing them with a number of people, including:

- (a) Linda Dobe – Director General of the Department of Regional Development, Manufacturing and Water as it was then known (26 June 2023) with whom I discussed my concerns about the effect of BPIC and the degree of CFMEU involvement in government decisions;
- (b) Paul Martyn – Director General of the Department of Energy and Public Works (11 July 2023), with whom I raised concerns about his and his department's engagement with the CFMEU and the conduct of Randall Fuller; and
- (c) Graham Fraine, Director General of the Department of State Development and Infrastructure, (15 January 2024), with whom I discussed my concerns about previous BPIC processes and the extent of CFMEU involvement in government decisions including a potential for that to extend to upcoming Olympic infrastructure builds.

TMR BPIC

132. The first direct involvement I had with BPIC was in 2021 when Steve Baker (then State Secretary of the AWU), Mr Raguse and I had a meeting on 4 March 2021 with:
- (a) Minister Mark Bailey; and
 - (b) Minister Mick de Brenni.
133. The purpose of that meeting was to discuss the implementation of the TMR BPIC on the Gold Coast Light Rail project. That discussion occurred in circumstances where the construction contract had already been notionally awarded to John Holland. The particular focus of that discussion was Stage 3 of the project.
134. At that meeting Ministers Bailey and de Brenni informed us that BPIC would be retrofitted in some way over the project, and that they would develop a specific schedule which would apply.
135. I responded by warning the Ministers that I considered them to be on tenuous ground, because the FW Act governs the way employment terms and conditions are set. One of the Ministers responded to the effect that they had Crown Law advice to the contrary, but would not produce it when asked.
136. I also explained my concerns about the policy outcomes of BPIC. I said that the practical consequences of the policy would be that unions (such as the CFMEU) would attempt to enter into agreements where they did not have coverage (or had very limited coverage).
137. In addition to the meeting with Ministers Bailey and de Brenni, I have had a number of other conversations with both public servants and Ministers about the various BPICs. I regularly raised that BPIC was undermining legitimate agreement making and was, in my view, impinging upon the FW Act. In addition to those conversations and meetings, Mr Baker sent correspondence to Neil Scales, the then Director General of TMR, raising concerns about the legality of BPIC. Annexed and marked "SS-6" to this statement is a copy of that letter dated 3 September 2020.
138. Further, in the AWU's view, the policy was being used as a vehicle for artificially inflating the industrial footprint (coverage) of the CFMEU beyond what their Rules provided and was being used as a means by which income streams were being created for the CFMEU from cohorts of workers that they had no legal entitlement to represent.
139. There were other challenges with certain inclusions in some BPICs, such as the pursuing of a 26-day fixed rostered day off calendar, which might be workable in inner city high rise construction, but does little to benefit FIFO workers on large scale regional and remote civil projects.

140. In addition, genuine negotiation was often stifled and rather than being viewed as a “floor” or “minimum safety net”, contractors viewed the BPIC terms as more of a “ceiling”, resulting in total inflexibility on rates and other conditions during bargaining.

Impacts on Gold Coast Light Rail

141. The AWU had EAs with the contractors for Stage 1 and Stage 2 of the Gold Coast Light Rail project. My expectation was, given the AWU’s coverage, that the Stage 3 EA would also be with the AWU. We had some early discussions with John Holland to that effect.
142. During discussions for the Stage 3 EA, we became aware that John Holland was in a difficult position because:
- (a) it works in both civil construction and building construction, and it had exposure to pressure by the CFMEU on its building construction projects; and
 - (b) it was the subject of additional pressure from the TMR BPIC requirements and the Department itself.
143. Ultimately, I was approached by Trent Smith from John Holland and told the pressure on them was too great and that they would be entering into an EA with the CFMEU.
144. I advised Mr Smith that the CFMEU was unable to satisfy the majority coverage test in Greenfield agreement making and that the AWU would challenge any such agreement.
145. Mr Smith acknowledged this to be true, but said the risk to their building business, on jobs such as Logan Hospital and the Southern Queensland Correctional Precinct, was too great.
146. After much litigation, the project ultimately commenced with a Brownfield John Holland and CFMEU agreement.

AWU agreements during TMR BPIC

147. The AWU managed to negotiate EAs on a number of projects to which the TMR BPIC applied. In particular, we were able to negotiate agreements on:
- (a) Coomera Connector Stage 1 North and Central;
 - (b) Centenary Bridge;
 - (c) Cooroy to Curra; and
 - (d) Rockhampton Ring Road.

Meeting with Neil Scales

148. Following the making of the Cooroy to Curra EA between CPB and the AWU, I am aware that Mr Baker and Mr Raguse were asked to attend a meeting with Mr Scales, representatives of CPB, Mr Ravbar and Mr Ingham.
149. I’m told that at that meeting, Mr Scales conceded that the AWU’s Enterprise Agreement with CPB not only “met” but was “better than” BPIC.
150. Mr Scales’ employment with TMR ended shortly thereafter.
151. I have been told on a number of occasions since, that Mr Ravbar has claimed to be responsible for the ending of Mr Scales’ employment (among other public servants).

Development of the Energy/Renewables BPIC

152. In late 2022, Daniel Walton, the then National Secretary of the AWU, and I were invited to a meeting with:
- (a) Sharon Bailey, the then Deputy Director General of the Department of Energy and Public Works (**DEPW**); and
 - (b) Scott Gartrell, who was then at KPMG and who was assisting the government with the development of an Energy/renewables BPIC. Mr Gartrell had previously been involved in TMR BPIC as well.
153. At that meeting we were told that the only unions that would be consulted in relation to the development of the Energy (subsequently Renewables) BPIC were the AWU and the ETU. That was not surprising given the nature of the work to be conducted on those projects. There were a number of emails and phone calls that went backwards and forwards between the AWU and DEPW.
154. At some point, communication came to a grinding halt. I was told by Mr Raguse that Ms Bailey had informed him that consultation was now required to be had with the CFMEU and the document would not proceed further until that happened.
155. At some point, for reasons I do not know, Mr Gartrell was replaced by Mr Randall Fuller.
156. Mr Fuller was a former official of the Building Workers' Industrial Union of Australia (**BWIU**), which amalgamated with other unions to form the CFMEU. On 10 May 2023, Mr Fuller came to my office (shortly after his appointment) and told me that his view was that the CFMEU was the principal union in civil construction. This view was inconsistent with Fair Work Commission decisions on majority coverage, and with the rules of both the AWU and the CFMEU. Mr Fuller also revealed that Mr Ravbar and Mr Gartrell got him the job. I did not consider him independent and I told him so.
157. Ultimately, the Renewables BPIC was finalised, and it included a range of other unions (including the CFMEU) who had (at best) limited or no coverage.
158. Earlier drafts of the Renewables BPIC included in its schedules a copy of a CFMEU branded Rostered Day off Calendar. It did not, at least initially, include the AWU as one of the relevant unions. That was despite the AWU having majority coverage of the work and being involved in development discussions.
159. Unlike the TMR BPIC, the Renewables BPIC was a full compliance document. By full compliance document, I mean it was essentially a template Enterprise Agreement of over 200 pages.
160. Additionally, there was also a very strong push to force contractors to negotiate with and make agreements that had all named unions (from the BPIC) as signatories to resultant EA's, irrespective of scope of works and coverage. The AWU expressed strong concerns around the legality of such requirements. Ultimately, DEPW only went so far as to compel contractors to hold discussions with all unions, not reach agreement with all unions.

Informal Discussion with the Premier's office

161. Soon after Mr Fuller attended my office, I had an informal meeting with Jon Persley, then Premier Anastacia Palaszczuk's Deputy Chief of Staff, to communicate my concerns with the direction DEPW was going with BPIC discussions and Mr Fuller's obvious agenda. I recall saying to him to the effect: *"This is a huge problem for you. I've told you about the danger zone the government is in in terms of BPIC."*
162. I also shared with him that:

- (a) the government doesn't use BPIC, the CFMEU uses BPIC as a means by which they can artificially expand their coverage and create income streams from workers they have no legal entitlement to cover; and
 - (b) in order to restore some balance and sanity to the discussions, Mr Fuller should be replaced by a far more independent consultant.
163. Following this discussion, I provided Mr Persley with a name (Ryan Murphy) who I knew to be a consultant with OneIRC, who had a good knowledge of civil construction agreement making, industrial relations and union coverage.
164. Mr Murphy was subsequently engaged by the government in addition to Mr Fuller (as opposed to replacing Mr Fuller). This included discussions around a standalone Water BPIC (which did not proceed).
165. My concerns around Mr Fuller's agenda were not resolved by Mr Murphy's appointment as Mr Fuller continued to push views that in my view diminished the AWU and elevated the CFMEU. That includes an email of 25 July 2023 which is annexed and marked "SS-7" to this statement.
166. This resulted in me formally writing to Minister de Brenni on 18 August 2023 addressing the inaccuracies in Mr Fuller's email. Annexed and marked "SS-8" to this statement is a copy of that correspondence dated 18 August 2023.

Industry input

167. One of my concerns during the development of BPIC was the lack of industry input into the drafting process. While it is certainly not my role to advocate on behalf of industry, I have always considered it important to have a good working relationship with them (where possible). We are working together all of the time, and should not be at each others throats.
168. My view was that in many respects, BPIC outcomes were largely replacing traditional agreement negotiations, and their lack of formal involvement was odd to me given employers would inevitably be the ones applying the document/s in an every day administrative and operational sense.

AWU Election/s

169. On 16 May 2025, former CFMEU Administrator, Travis O'Brien, confirmed a rumour I had been hearing since late 2024 that some in the CFMEU either have or had a well-established (and funded) plan to take over the AWU at a future election.
170. I am told that this will include large scale infiltration of dual ticketed CFMEU members into AWU membership ranks.
171. I am told that over \$1M has been allocated for this purpose however I am unaware of how this alleged funding has been raised or where it is held.

Zach Smith

172. I am aware that over the course of 2023 and 2024, former AWU National Secretary, Daniel Walton, and current AWU National Secretary, Paul Farrow, had a number of conversations with CFMEU National Secretary, Zach Smith, regarding the violent, threatening and intimidating behaviour of the CFMEU against AWU Officials and members.
173. I am also told that whilst Mr Smith appeared receptive to hearing the AWU's concerns, Mr Smith suggested more than once that a means of resolution to our 'issues' could lie in the making of a demarcation agreement around union coverage.

174. This appeared to me to be nothing more than a coverage grab.

Current Status

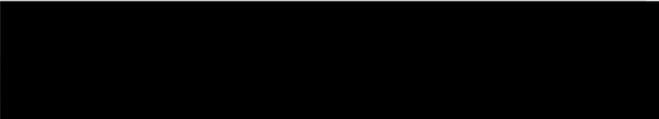
175. We continue to have ongoing issues with certain organisers and some members/delegates/associates of the CFMEU. We are raising those matters with the CFMEU Administration as they occur.

176. Organisers and members of the CFMEU have had years of being programmed (by the former leadership) to despise the AWU and for that reason, I remain sceptical that any progress to undo that will be swift (if it is at all possible).

177. I acknowledge that there are thousands of good, honest and hardworking women and men of the CFMEU that want nothing more than good pay and conditions and safe workplaces. They are entitled to it, and I support them wholeheartedly.

178. I want nothing more than to see a strong, reformed and lawful CFMEU at the conclusion of the Administration period.

I swear the contents of this statement are true.


Signature of Deponent

Place *Brisbane* Date *28/11/2025*

Before me (signature of witness) 

Salvatore Concetto Sciacca
Full name of witness (please print)

- Justice of the Peace (JP #)
- Notary public
- Lawyer
- Other authorised person (specify)

Certificate of annexure

Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-1**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 28 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.



CFMEU CALLINGS

INDUSTRY COVERAGE

- All Construction (building, civil and engineering sectors)
- Local Government (blue collar workers)
- All Furniture Workers
- Off-Site (trade and non-trade)
- State Government (blue collar ie QBuild, Main Roads, Health & others)

CALLINGS

- Balustrades
- Baths/Shower screens
- Bricklaying/Blocklaying/Tuck pointing
- Carpentry/Joinery
- Carpet/Vinyl Laying & preparation for same
- Cold Room Erection
- Composite Spray - Fire rating & Cement Render
- Concrete Topping/Plastering
- Crane Hire - Tower & Mobile
- Curtain Walling/Cladding/Sandwich Panels
- Door Hanging
- Ducted Skirting
- Earthmoving (all types of plant)
- Excavations/Plant Operators
- Fibrous Plastering/Wall & Ceiling
- Floor Laying/Parquetry (etc)
- Formwork/Falsework Erection & Stripping
- Glazing
- Industrial Painting (incl preparation)
- Mattress & Lounge manufacturing
- Painting and preparation for same
- Paper Hanging/Theatre Curtains/Seating
- Partitions
- Paving/Bricklaying including preparation for same (screeding of sand)
- Pile Driving/Plant Operators
- Plant Hire/Skid Steer Loader/Forklift/Excavator/Drott etc
- Precast Panels including erection & plumbing of same
- Sand Blasting
- Security Grills/Doors
- Set-out/Survey
- Shop Fitting
- Sign Writing & Neon Signs
- Solid Plastering and preparation for same
- Stairs/Hand Rails
- Stonemason
- Tiling (Roof)
- Tiling (Wall & Floor) including Terrazzo and preparation for same and grouting)
- Trainee (undergoing structured training as agreed) in accordance with National standards.
- Water Proofing/Plastering/Tiling and preparation for same
- Window Fixing
- Work Stations

Certificate of annexure

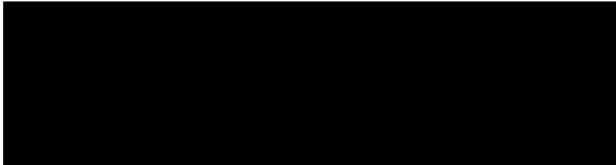
Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-2**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 28 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.









Certificate of annexure

Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-3**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 28 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.




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Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-4**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 28 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

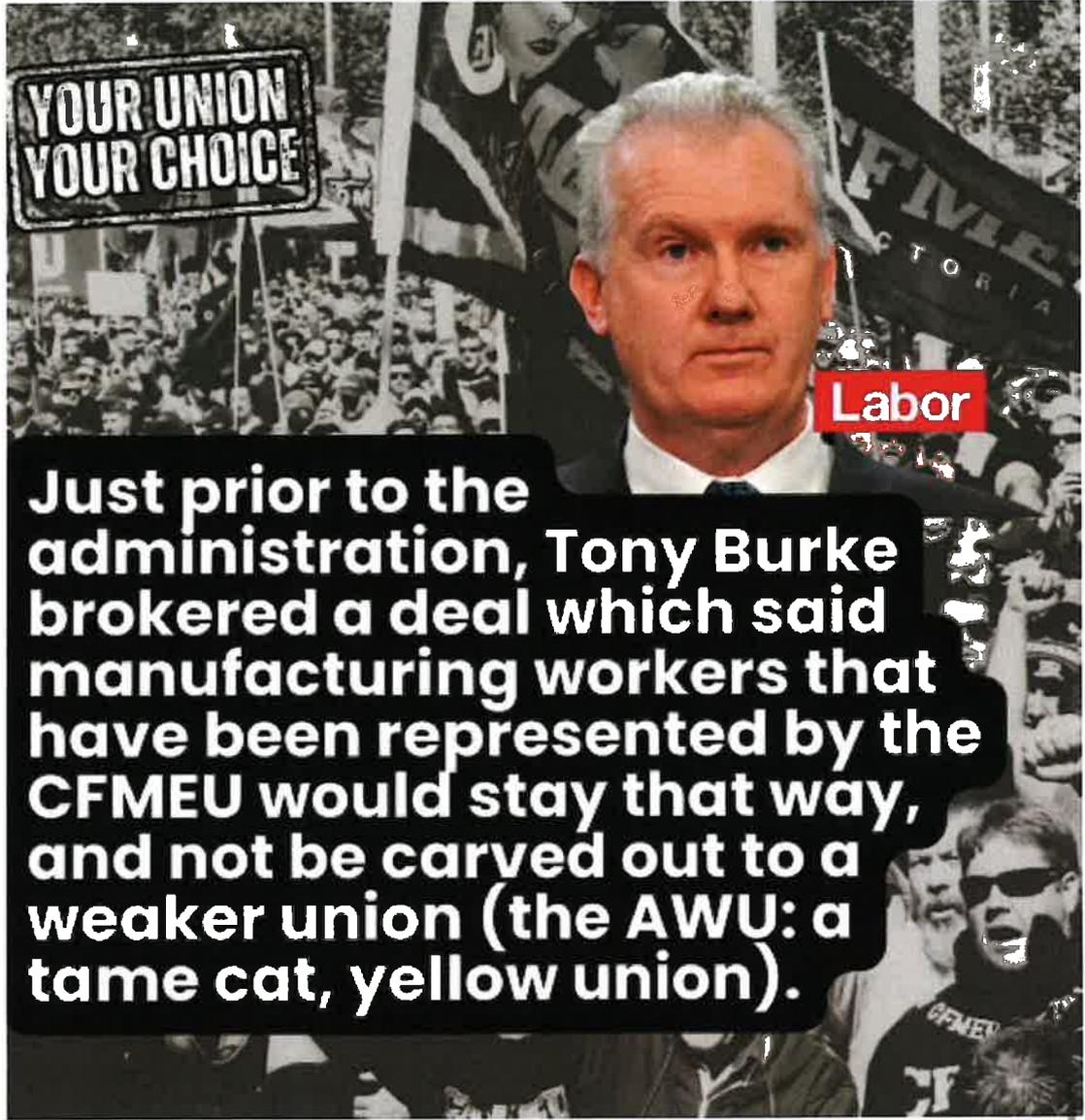
Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.



Your Union Your Choice added a new photo. · [Follow](#)

...

15 Nov ·



Just prior to the administration, Tony Burke brokered a deal which said manufacturing workers that have been represented by the CFMEU would stay that way, and not be carved out to a weaker union (the AWU: a tame cat, yellow union).

2

Like

Comment ³¹

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CFMEU Construction & General



QLD/NT · Follow

9 Aug 2023 · 🌐

Poor fella.

AWU MEMBER

WAITING FOR HELP FROM HIS UNION



👍👎 567

44³² comments 56 shares



CFMEU Construction & General QLD/NT · Follow



5 May 2023 ·

Shame CPB, shame. More than 100 workers on CPB's troubled Cross River Fail project walked out this morning to protest being forced to work on ANZAC Day. Workers are demanding an apology from CPB - and the company's tame 'union', the AWU - for this gross disrespect of one of Australia's most important days of national remembrance, and a donation to Legacy Australia as a gesture of goodwill. Faces have been blurred out in the photographs as CPB has a reputation for intimidating and removing workers who stand up for their rights.





We got our hands on this letter to the Courier-Mail from Australia's Weakest Union... 😏



LETTER TO THE EDITOR

The Editor
Courier-Mail
Bowen Hills, QLD 4006

Dear Editor,

The rank-and-file of the AWU would like to clarify recent comments by our state secretary in your newspaper.

Our dear leader – the third state secretary in four years – is clearly following in the footsteps of her predecessors, putting her own political ambitions above worker representation.

In the grand tradition of company unions, the leadership of the AWU raises its voice on the job only to advocate for the bosses.

The truth is, the AWU is just a bit-player in the civil construction sector, with membership numbers collapsing faster than its finances.

And they wonder why so many CFMEU flags are flying over major jobsites around Queensland.

Certificate of annexure

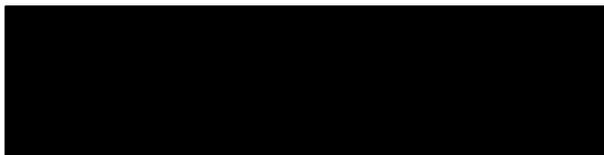
Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-5**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 28 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.

**Memorandum of Understanding
made at Brisbane on the 20th of April 2022**

between

**the State of Queensland acting through the
Department of Education
ABN 94 496 188 983
(Office of Industrial Relations)**

and

**the State of Queensland acting through the
Queensland Police Service
ABN 29 409 225 509**

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Part 1 – Introduction

Purpose

The purpose of this Memorandum of Understanding (MOU) is to build on an established professional relationship based on effective administrative practices and open communication between the Queensland Police Service (QPS), and the Office of Industrial Relations (OIR) located in the Department of Education (the parties). This MOU clarifies specific working arrangements between the parties in relation to the attendance, investigation and reporting of workplace incidents, recreational water activity incidents and electrical incidents and provides specific information on the respective roles, responsibilities and obligations of QPS officers and OIR officers.

Officers from QPS and OIR regularly attend workplace incidents and all electrical incidents that have resulted in a serious injury or illness or death.

While operating under separate legislative frameworks, the goal of the parties is the same, that is, to conduct a thorough investigation of the incident to establish the facts of the matter and if warranted, initiate appropriate responses, which may include commencing legal proceedings.

This MOU is also intended to ensure coroners are informed of the extent of each Party's investigation into a reportable death. OIR investigates deaths on behalf of the regulator as prescribed by the relevant legislation to establish the facts of the matter and if warranted, initiate appropriate responses, which may include commencing legal proceedings.

This MOU should be read in conjunction with any other existing MOU between a Queensland Government agency and other organisations with responsibility for attending and investigating workplace and electrical incidents. The MOU between Department of Education, the Department of Transport and Main Roads and QPS addresses other enforcement issues.

Legislative scope

This MOU applies to the investigation of workplace and electrical incidents that have resulted in serious injury or illness or death covered by the:

- *Work Health and Safety Act 2011*
- *Electrical Safety Act 2002*
- *Safety in Recreational Water Activities Act 2011*
- *Police Powers and Responsibilities Act 2000*
- *Coroners Act 2003*
- *Criminal Code Act 1899.*

Definitions

Certain terms used in this MOU are defined in Schedule 1. However, if a term in Schedule 1 is defined by legislation, the definition in the relevant legislation, as amended from time to time, prevails over the definition in Schedule 1.

Part 2 – Responsible departments for this Memorandum of Understanding

At the commencement of this MOU, the Queensland departments that have responsibility for administering the relevant legislation are:

- QPS and
- Department of Education, through the OIR.

This MOU has been prepared at the agency level within the responsible department. If the responsible department changes due to portfolio reassignment or redistribution, there should be negligible effect on the operation of the MOU, that is, a Machinery of Government change does not void the MOU or automatically necessitate renegotiation. Such changes will be incorporated at the time of the scheduled review.

Queensland Police Service

QPS is the primary law enforcement agency in Queensland. QPS operates throughout the State upholding the law and providing assistance to the community when necessary and in times of emergency, disaster and crisis. QPS provides quality core policing services 24 hours a day to approximately five million Queensland residents and over seven million people who visit the State each year.

The provision of policing services contributes to the Government priority of 'protecting our children and enhancing community safety'.

Department of Education, Office of Industrial Relations

The OIR includes the agencies of Workplace Health and Safety Queensland (WHSQ) and the Electrical Safety Office (ESO). The OIR administers the *Work Health and Safety Act 2011*, the *Safety in Recreational Water Activities Act 2011*, and the *Electrical Safety Act 2002*.

WHSQ's goal is to foster safe and healthy work environments for all workers in Queensland. The key outcome is a reduction in work-related death, injury and illness in Queensland.

The ESO's goal is 'electrically safe homes, workplaces and other environments', with the key outcome being to reduce electricity related deaths and injuries in Queensland.

Part 3 – Cooperation between the parties

The parties, through their relevant agencies, agree to observe and comply with this MOU.

Each party will:

- ensure that agency officers affected by the MOU are provided with appropriate training and resources to enable them to give effect to the MOU
- develop mechanisms to enable each agency to give effect to and monitor the implementation of the MOU within their respective agencies
- where it is likely that agencies will need to cooperate in a joint investigation, the contact officer in Schedule 2 will nominate a coordinating officer to help establish

which agency will lead the investigation and to facilitate cooperation and completion of the investigation; and

- where it is likely that agencies will need to cooperate during separate investigations, the contact officer in Schedule 2 will nominate a coordinating officer to facilitate cooperation and completion of the investigation.

The role of the coordinating officer is to:

- work with other coordinating officers in the MOU group to determine which agency will take the lead role in any joint investigation
- provide a point of contact for other agencies in the MOU group when investigations are undertaken
- oversee the implementation of the Protocols during investigations; and
- fulfil responsibilities of the coordinating officer outlined in the Protocols.

In the event of circumstances arising that are not covered by this MOU, the parties agree to consult each other in a timely manner to reach agreement on jurisdiction and action.

Incident notification

The OIR must be advised of any:

- notifiable workplace incident (including a work-related recreational water activity incident)
- dangerous electrical event at workplaces or residences
- serious electrical incidents at workplaces or residences
- that are reported to the QPS and have not been notified to OIR by the Queensland Ambulance Service (QAS) communications centre or other party.

These incidents include, but are not limited to:

- incidents involving a serious bodily injury or serious illness, including death, of a worker
- incidents involving a serious bodily injury or serious illness, including death, of a member of the public, likely to have been caused by a workplace or work activity
- diving and snorkelling incidents resulting in a serious bodily injury or serious illness, including death, of a member of the public that may be linked to a workplace or a workplace activity
- exposure to substances at a workplace likely to cause death or serious bodily injury or a serious illness to a worker or member of the public
- any workplace incident resulting in a dangerous event
- incidents where a person is killed by electricity or a person receives a shock or injury from electricity, and is treated for the shock or injury by or under the supervision of a doctor
- incidents where a person receives a shock or injury from electricity at high voltage, whether or not the person is treated for the shock or injury by or under the supervision of a medical practitioner.
- Incidents of union right of entry where QPS has been called to attend at the request of either party.

In most incidents, notification of serious workplace incidents will be firstly received by the QAS communication centre. The QAS normally notifies the OIR's Assessment

Services immediately of any workplace incident or electrical incident that results in a fatality or serious bodily injury.

In accordance with QPS Operational Procedures, a QPS officer will notify the Assessment Services immediately of any workplace incident or electrical incident that results in a fatality or serious bodily injury if they become aware that the QAS has not made a notification.

The OIR will notify the QPS about a dangerous electrical event, serious electrical incident or notifiable incident, if it is suspected that police involvement is required. The incident will be reported without delay to the QPS via the local police communication centre, by the person receiving the notification.

The QPS agrees to ensure that QPS officers liaise with appropriate OIR officers regarding any subsequent investigation. If there is a need for clarification on the details of the OIR officer conducting the investigation, the police officer should contact the local Investigation Manager (IM) – see Schedule 2 for contact details.

For matters relating to disputes involving entry to a workplace, and cooperation between the QPS and OIR on these issues see **Part 5 – Disputed entry issues**.

Information sharing/Disclosure of information

At times, WHSQ, the ESO and QPS conduct enquiries or investigations into the same matter. These agencies may gather information independently of each other. However, the information gathered by one agency may be relevant to another's investigation. On occasions there will be a need for one agency to ask another agency for some or all the information gathered by that agency.

The parties acknowledge that general information sharing, where it is considered practical and appropriate, will minimise duplication of government resources. This information sharing will also minimise the anxiety and grief to the injured person, family and work colleagues by not having to repeatedly relive the incident. The agencies agree that, subject to legislative provisions, such relevant information will be shared as requested.

The parties are required to comply with the *Information Privacy Act 2009* (IP Act). The IP Act places obligations on agencies to handle, collect, store, secure, use and disclose personal information in accordance with the Information Privacy Principles (IPPs). Information Privacy Principle 11 (IPP11) of the IP Act limits disclosure of an individual's personal information to particular circumstances. The parties acknowledge that personal information may only be disclosed to another party consistent with the IPPs.

The functions carried out by QPS and OIR (in relation to the attendance, investigation and reporting of incidents that have resulted in serious injury or illness or death) are within the definition of a law enforcement agency within the IP Act¹. Personal

¹ Schedule 5 of the IP Act defines a *law enforcement agency* as —

(a) for the purposes of IPP 11(1)(e)—an enforcement body within the meaning of the *Privacy Act 1988* (Cwlth) or any entity mentioned in paragraph (b); or

(b) otherwise—

(i) the Queensland Police Service under the *Police Service Administration Act 1990*; or

information obtained for the purposes of attendance, investigation and reporting of an incident may be disclosed to another enforcement agency conducting an investigation or commencing proceedings into the same matter, in accordance with IPP11(1)(e).

The parties agree that, subject to legislative provisions, information available to one agency, which is relevant to the responsibilities of another agency, will be shared as requested. Each agency will provide relevant information to the other agency on a 'best endeavours' basis. This will be subject to any relevant legal and operational considerations and any conditions which the provider of the information might place upon the use or disclosure of the information including compliance with the *Information Privacy Act 2009* and *Right to Information Act 2009*.

The *Right to Information Act 2009* provides members of the public with a legally enforceable right to access documents held by Queensland government agencies. The *Right to Information Act 2009* requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

Disclosure of information to the OIR by QPS will be in accordance with s. 10.1 'improper disclosure of information' and s. 10.2 'authorisation of disclosure' of the *Police Service Administration Act 1990*, the QPS Operational Procedures Manual and in the case of an investigation involving a death, and where applicable, the authority of the investigating coroner.

If required, the QPS will provide OIR access to a coronial document for the purpose of investigation or prosecution under s. 54(5) of the *Coroners Act 2003*.

Where necessary, QPS and OIR will conduct early and ongoing consultation to discuss coronial investigation requirements to determine which agency will be making certain enquiries and to determine if additional areas need to be considered at the request of the coroner.

When sharing information, the parties acknowledge the confidentiality requirements of the legislation applicable to each. The agency providing the information has the right to specify the level of confidentiality attached to the information being provided in order to protect that information from unauthorised use or disclosure. The agency receiving the information will take all reasonable steps to ensure the information is used or disclosed for the purpose for which it was obtained.

Examples of information that may be shared by agencies, subject to legislative provisions and consideration on a case by case basis are:

-
- (ii) the Crime and Misconduct Commission under the *Crime and Misconduct Act 2001*; or
 - (iii) the community safety department; or
 - (iv) any other agency, to the extent it has responsibility for--
 - (A) the performance of functions or activities directed to the prevention, detection, investigation, prosecution or punishment of offences and other breaches of laws for which penalties or sanctions may be imposed; or
 - (B) the management of property seized or restrained under a law relating to the confiscation of the proceeds of crime; or
 - (C) the enforcement of a law, or of an order made under a law, relating to the confiscation of the proceeds of crime; or
 - (D) the execution or implementation of an order or decision made by a court or tribunal.

- information regarding the investigation of incidents such as incident reports and notification of the commencement of an investigation or the commencement of proceedings; and
- research or data on injuries, illnesses, fatalities or incidents.

Training

To promote professional relationships between the agencies, joint training sessions may be undertaken. Such training would serve to allow agency officers to share experiences and knowledge, develop investigation skills and enhance working relationships in joint investigations.

Part 4 – Investigation management

Investigations are undertaken in order to determine:

- causes
- compliance with the legislation
- whether action has been taken or needs to be taken to prevent a recurrence and to secure compliance with the legislation
- lessons to be learnt and to influence the legislation and policy; and
- what response is appropriate for an alleged breach of legislation.

Reportable deaths

The QPS will lead investigations into reportable deaths. The OIR investigates workplace deaths and all deaths caused or likely to have been caused by electricity at workplaces or residences unless there are specific reasons for not doing so (i.e. when the incident is outside the authority's jurisdiction). In such cases, those reasons will be recorded.

The investigation undertaken by OIR officers will be limited to the extent the incident relates to the jurisdictional boundaries of the legislation administered by the OIR.

Other incidents

The QPS will be the lead agency for all other serious workplace or electrical incidents until the QPS determines that there is no issue relating to the incident that it needs to progress further. The QPS will then hand over the lead agency role to WHSQ or the ESO as appropriate.

In regional Queensland, where an OIR officer may not be able to attend the workplace incident or electrical incident site immediately, QPS agrees to ensure that its officers will undertake preliminary investigative functions on behalf of an OIR officer, if requested. The preliminary investigative functions may include the collection of photographs, witness statements and notations on observations of the scene and securing the scene until an inspector can reasonably attend, where required.

Where investigation findings reveal non-compliance, the agencies may individually consider whether or not a prosecution should be commenced, another sanction applied, or other appropriate action taken.

Immediate action at incident scene

QPS officers, as the first to arrive on scene, will perform the functions of the 'first response officer'. These functions are detailed in QPS Operational Procedures Manual.

In certain circumstances, QPS officers may establish the workplace incident site or electrical incident site as a crime scene under s.165 'Initial establishment of crime scene' and s. 168 'Restricting access to crime scene' of the *Police Powers and Responsibilities Act 2000*. Under s. 168 'Restricting access to crime scene' and s. 176 'Powers at a crime scene' of this Act, QPS officers have the power to refuse entry to persons which can include OIR officers. In these circumstances OIR officers may only enter the site with the permission of the responsible QPS officer. OIR officers should coordinate their investigation through the responsible QPS officer on the scene. The QPS acknowledges that where it is appropriate and safe, access to the crime scene will be granted to OIR officers.

Maintaining scene security

Once the QPS officer in charge of the crime scene decides that the police officer no longer requires the site, that officer or their delegate is to maintain security of the scene for a reasonable time period until the site is handed over to the control of the OIR officer managing the investigation. It is important that the site is not able to be tampered with, particularly while the attention of officers may be on interviews being conducted. In the case of a workplace incident, plant may be an important factor for investigation and care should be taken to ensure plant is also secured, as part of scene security.

Evidence

It is acknowledged that QPS and OIR officers have seizure powers delegated under respective legislation. It is also acknowledged that circumstances may arise at a workplace incident where both QPS officers and OIR officers find it necessary to seize property as part of the investigation. Cooperation between the agencies is essential to ensure that evidence is not damaged, altered or in any way compromised. Where evidence has been seized by one agency and access to this evidence is necessary for investigation by another agency, all reasonable effort to facilitate access is to be made.

If an OIR officer issues a seizure notice on property which is subsequently seized and removed by QPS officers, the QPS, upon request by the OIR, will keep a copy of the seizure notice with the property and will note in the property register that the WHSQ and/or the ESO will require access to the property.

It is acknowledged that QPS officers have been specifically trained in regard to the handling, collecting and storing of property due to the nature and frequency of their core work function. It is also acknowledged that the QPS has systems and facilities in place for storing property in a more secure manner than is often available to the OIR. As a result, QPS officers will generally retain any seized property from a workplace incident or electrical incident where the incident is part of a crime scene or investigation.

Appropriate arrangements should be made between investigating officers from QPS and OIR to gain access to evidence, particularly if further examination (i.e. x-ray, ultrasonic) is required. Where testing is required to be conducted by an external source, the requesting party will have the responsibility of meeting such costs. Should the QPS and the OIR require the tests to be conducted, the cost is to be equally shared between the QPS and the OIR.

For significantly large items of evidence (i.e. heavy plant and equipment, vessels, amusement devices etc.) authorised QPS property points should be used. If such property points are not available, local government/council should be approached.

Where a crime scene has been established, under s. 168 'Restricting access to a crime scene' and s. 169 'Preserving evidence at a crime scene' of the *Police Powers and Responsibilities Act 2000*, QPS officers are empowered to prevent persons from removing evidence or otherwise interfering with the crime scene or anything in it and for that purpose, may detain and search the person.

Statements and interviews

It is acknowledged that there is no 'property' in a witness. The QPS and the OIR have equal rights to access witnesses.

If appropriate, statements may be taken from witnesses in the presence of officers from OIR and the QPS. Consideration should be given to having specially trained officers with experience conduct interviews to ensure the value of interviews is maximised.

Consideration should be given to having records of interview conducted conjointly if considered appropriate. The adoption of this practice will facilitate more timely reporting and an open exchange of information assisting each agency to meet its requirements. This practice will also help reduce any unnecessary or additional anxiety and grief for the family, friends, witnesses and work colleagues by not repeatedly reliving the incident.

Responsibilities and powers - Queensland Police Service

Members of the QPS have extensive investigative powers which are coupled with corresponding responsibilities. These powers and responsibilities are conferred under various pieces of legislation, predominately the *Police Powers and Responsibilities Act 2000*, the *Police Powers and Responsibilities Regulation 2012* and the QPS Operational Procedures Manual.

Responsibilities and powers – Office of Industrial Relations

WHSQ inspectors have powers under s. 165 'General powers on entry' and s. 175 'Power to seize evidence etc.' of the *Work Health and Safety Act 2011* to enter a workplace incident site and search, inspect, remove items, make enquiries as required and to seize evidence.

ESO inspectors have powers under the *Electrical Safety Act 2002*, Part 11 'Securing compliance', Division 1 'Functions and powers of inspectors', Division 2 'Powers relating to entry', s. 141 and Division 4 'Serious electrical incident or dangerous electrical event', s. 143 and s. 144. Some WHSQ inspectors have powers under the *Electrical Safety Act 2002*.

If a site is not an established crime scene, OIR and QPS officers may exercise their respective entry and seizure powers.

Subject to the provisions of s. 14 'Helping public officials exercise powers under other Acts' of the *Police Powers and Responsibilities Act 2000*, an OIR officer may ask a QPS officer to help the OIR officer to perform their lawful functions. This help does not

extend to the process of conducting records of interview with any person suspected of breaching the *Work Health and Safety Act 2011* or the *Electrical Safety Act 2002*.

Aircraft and airfield incidents

Officers administering the *Work Health and Safety Act 2011* will not investigate incidents involving aircraft in flight mode (where the aircraft has commenced flight operations and has not successfully completed its planned flight).

WHSQ will only be involved in aircraft incidents associated with the general maintenance activities and incidents not associated with the safe operation of an aircraft.

QPS functions in relation to aircraft incidents are detailed in the QPS Operational Procedures Manual.

Diving incidents

Diving and snorkelling incidents, resulting in a serious bodily injury or serious illness including death, of a member of the public whose recreational water activities are provided by a person conducting a business or undertaking or a workplace must be immediately notified to OIR Assessment Services. Members of the public conducting recreational water activities provided by a person conducting a business or undertaking are covered by the *Safety in Recreational Water Activities Act 2011* which is administered by WHSQ.

The QPS also agrees that the QPS Officer-in-Charge of the Police Diving Unit, on receipt of diving equipment forwarded for the purposes of investigating a diving related death will liaise with WHSQ inspectors in relation to the testing of the seized equipment.

The QPS functions in relation to diving incidents are detailed in the QPS Operational Procedures Manual.

Electrical incidents

The QPS agrees that QPS officers who attend an electrical incident in a workplace or domestic premises where a person has been electrocuted will notify the OIR where the police officer believes that the OIR has not been notified.

The QPS functions in relation to electrical accidents including electrical incidents at domestic premises are detailed in the QPS Operational Procedures Manual.

Fire incidents

If the QPS has a reasonable belief that the fire may have been:

- of an electrical cause, or electrical involvement (either deliberate or accidental); or
- caused by hazardous chemicals, or involving hazardous chemicals (either deliberate or accidental)

then, subject to requirements of legislation and this MOU, the OIR will assist the QPS in:

- examination at the fire scene
- examination of electrical samples and/or hazardous chemical samples seized by the QPS
- evidence gathering, continuity of evidence and evidence analysis

- determination of cause of fire; and
- information sharing as required.

Once the QPS has ceased its fire scene investigation, the OIR may (subject to the requirements of any other MOU with other agencies) continue the investigation of breaches of OIR legislation. Subject to the requirements of legislation and this MOU, the QPS will assist the OIR in evidence gathering, continuity of evidence, evidence analysis, determination of the cause of fire and information sharing as required.

Proceedings

It is acknowledged that QPS and OIR have powers to initiate legal proceedings arising from a workplace or an electrical incident. In some instances, these proceedings may be commenced under the Criminal Code. On advice of the commencement of proceedings under the Criminal Code, OIR officers will liaise with the QPS concerning the temporary suspension of the work health and safety or electrical safety investigation until those proceedings have concluded. It is acknowledged that, notwithstanding the commencement of proceedings under the Criminal Code, the OIR may lay its complaint to ensure that prosecution timeframes are not compromised. QPS should inform the Office of the Work Health and Safety (WHS) Prosecutor of any decision by the QPS to commence proceedings under the Criminal Code.

The OIR is constrained by a two year statute of limitations for commencing legal proceedings or within one year after a coronial report, inquiry or inquest. Should the QPS commence proceedings arising from the same workplace or electrical incident, the OIR will inform the Office of the WHS Prosecutor about serving its summons and request the court to hold the matter over until the QPS case is completed.

The QPS and OIR, including the Office of the WHS Prosecutor, agree to inform each other of the status of the investigations and any proceedings that ensue.

Coronial Support

The OIR, will provide to the relevant coroner a report for each investigation into a reportable death that falls within its jurisdiction at the conclusion of the investigation. The OIR will assist the coroner, when requested, in matters that fall within the jurisdiction of the legislation it administers.

If required the QPS will provide the Coronial Liaison Officer (CLO) in the OIR access to a coronial document for the purpose of investigation or prosecution under s. 54(5) of the *Coroners Act 2003*.

Entry to Queensland Police Service workplaces

From time to time OIR officers may be required to exercise their powers in QPS workplaces. The QPS will facilitate appropriate security arrangements for OIR inspectors. The OIR agrees wherever possible, to ensure their inspectors make direct contact with the Officer in charge of the relevant QPS workplace prior to exercising their powers.

Part 5 – Disputed entry issues

At times the QPS may be called to disputes about a right of entry to a workplace regarding health and safety matters.

The QPS agrees to notify OIR of disputes involving entry to a workplace promptly. This will enable the matter to be dealt with appropriately by an inspector with their expert understanding of WHS laws, and to, ideally, de-escalate tensions on site.

Right of entry powers - summary

The *Work Health and Safety Act 2011* gives WHS entry permit holders (employee organisations/trade unions) right of entry powers to allow them to make contributions to work health and safety outcomes in workplaces.

Under Part 7, a WHS entry permit holder may enter a workplace for the following purposes that relate to, or affect, a relevant worker:

- to enquire into a suspected contravention of the *Work Health and Safety Act 2011* (WHS Act) that relates to, or affects, a relevant worker (see section 117); or
- to inspect employee records or information held by another person (see section 120); or
- to consult on work health and safety matters with, and provide advice on those matters, to one or more relevant workers who wish to participate in the discussions (see section 121).

WHS entry permit holders are authorised to exercise these powers under both state and federal laws if they hold the appropriate identification card or permit.

Entry to investigate suspected work health and safety contraventions extends to electrical safety-related contraventions, even though this area of health and safety is dealt with by the separate *Electrical Safety Act 2002*, not the *Work Health and Safety Act 2011*.

It is important that WHS entry permit holders are not constrained in exercising their powers under the WHS Act as they may have received information about possible contraventions of the WHS Act provided confidentially by workers and be attempting to prevent dangerous work practices that present immediate risks to those at the worksite.

It is an offence for a person conducting a business or undertaking to obstruct a WHS entry permit holder in the exercise of their power, unless the person has a reasonable excuse for the obstruction.

If a dispute arises about right of entry by a work health and safety entry permit holder, any party to the dispute can ask for an inspector to be appointed to assist in resolving the dispute.

Entry under section 81(3) or 68(g)

Rights to enter a workplace exist under two other areas of the WHS Act. Entry by a representative of a party to a WHS issue may occur under section 81(3) of the WHS Act for the purposes of assisting to resolve the issue, and also to assist a health and safety representative (HSR) under section 68(2)(g) of the WHS Act. External parties attempting to enter a workplace under s81(3) and s68(2)(g) are not required by Queensland's WHS Act to hold a permit although an official of an organisation (under the *Fair Work Act 2009*) is required to hold a Federal permit.

External parties who are officials of state based organisations, such as employees of the Construction, Forestry, Maritime, Mining and Energy Union Queensland (CFMEUQ), are not captured by the *Fair Work Act 2009* and are not required to hold a federal entry permit.

Where external parties attempt to enter a workplace because they have been called to assist in resolving a WHS issue or to assist an HSR with their functions (s.81(3) and s.68(2)(g)), but are denied entry by the occupier, the WHS Act enables the parties to ask the WHS regulator to appoint an inspector to assist in resolving the matter. The external parties could include union officials or other health and safety experts.

Queensland Police Service assistance

In all circumstances in which the QPS is called to attend a disputed entry to worksites for work health and safety matters, the QPS should notify OIR of the dispute.

The QPS should follow the expert advice of OIR as to the operation of the WHS Act. This approach will enable the matter to be appropriately dealt with by a Workplace Health and Safety Inspector appointed under the WHS Act.

QPS will undertake relevant enquiries with the WHSQ inspector/s, the workplace and the union official/s to enable them to be in a position to make a determination in relation to relevant matters.

QPS's role will involve:

- Instigating necessary actions to keep the peace
- Reinforcing and giving necessary directions to relevant parties to support lawful directions and requirements issued by WHSQ inspectors

A Guide has been prepared to assist QPS and OIR officers to cooperate and resolve disputed entry to worksites for WHS matters. The guide includes contact details for relevant OIR officers and is at schedule 3 of this MOU.

Part 6 - Governance

Ownership of the Memorandum of Understanding

The agencies to which this MOU applies acknowledge that the Department of Education is the owner of this MOU.

Term of Memorandum of Understanding

This MOU will commence on and be effective from the date of execution by all parties and will continue in force until terminated by the parties.

This MOU supersedes and replaces any previous MOU or agreements regarding the conduct of investigations into workplace and electrical incidents between the OIR and the QPS.

Maintenance, review and evaluation of Memorandum of Understanding

This MOU may be varied or withdrawn at any time by an agreement in writing executed by the parties.

The parties agree to maintain the currency of this MOU as required.

Minor information updates which do not affect the operation or validity of the MOU may be undertaken at any time with the updated information forwarded to the other party

and appended to this MOU. For example, updating the contact details listed in Schedule 2.

The parties agree to review and evaluate the operation of the MOU within three years of its commencement. Following the evaluation, the parties will, where appropriate or necessary, develop mechanisms to discuss, share observations and improve the MOU and/or ways in which the parties are operating under the MOU.

Availability of Memorandum of Understanding

The parties agree to circulate the signed MOU to all affected officers in their respective agencies.

The parties agree to publish the signed MOU on their respective web sites.

Resolution of issues regarding the application of the Memorandum of Understanding

If there is an issue between agencies in relation to the application of the MOU, the parties will:

- firstly, ensure agency contact officers, listed in Schedule 2, use their best endeavours and act in good faith to resolve the issue in a timely manner
- secondly, if the issue(s) cannot be resolved in the first instance, the agency that has an issue with a component of the MOU refers the matter in writing to the relevant Chief Executive Officer of the other agency/s to which this MOU applies; and
- finally, in the event that the issue/s cannot be resolved to the satisfaction of each party, each party will refer the issue to its departmental Chief Executive Officer for timely resolution.

What is not intended

This MOU is not intended to:

- be legally binding, so that an alleged or real breach of any provision of this agreement is not intended to give rise to a legally enforceable cause of action;
- entitle or require a person to disclose information that is the subject of legal professional privilege;
- affect the law or practice relating to legal professional privilege; or
- restrict the statutory duties, directions and powers available to Queensland government agencies that are responsible for investigation into workplace and electrical incidents.

Interdepartmental cooperation

Each party agrees that:

- subject to any intervention or direction by QPS and/or Emergency Services, the agency receiving the incident notification is to immediately make attempts to secure the scene, so long as it is not likely to pose a serious threat of death or injury to the attending officers
- the agency receiving the incident notification is to advise the other agencies in writing as soon as practicable if it intends investigating an incident that is subject to this MOU
- the agencies will cooperate, where possible, to ensure timely and accurate outcomes to the investigations when more than one agency is involved

- each agency may provide, upon request from another, technical assistance where specialist skills and knowledge may be required
- where any agency issues a notice under an Act, or issues written directions and the notices or directions may be of interest to the other agency, a copy of that notice or written direction shall be forwarded to that agency; and
- the agencies agree to keep each other fully and freely informed on the progress of an investigation which may fall either wholly or partially within their respective jurisdictions, when requested.

The coordinating officers appointed by each agency for the incident are to:

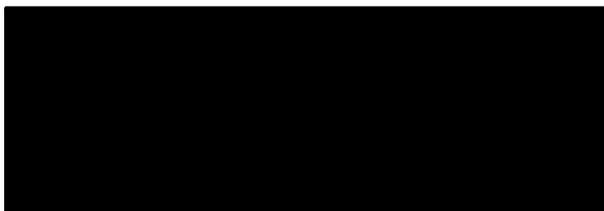
- take responsibility for passing on all relevant information when requested, subject to legislative provisions, to the other agency in relation to any investigation of interest
- work together on those matters, subject to legislative provisions, to ensure an outcome consistent with legislation
- inform the other agency in writing when a decision is made to relinquish involvement in an investigation where a matter is more appropriately dealt with by the other agency; and
- when an incident investigated by one agency results in the need for enforcement action, the agency will advise the other agency of its intention to take action.

In the event of a notifiable incident, a dangerous electrical event or a serious electrical incident the agencies agree to appoint a lead agency, where relevant, and to liaise with each other with respect to any planned investigations regarding these incidents. The coordinating officers will work together to ensure that each agency is managing resultant actions in accordance with its role and responsibilities.

Media releases

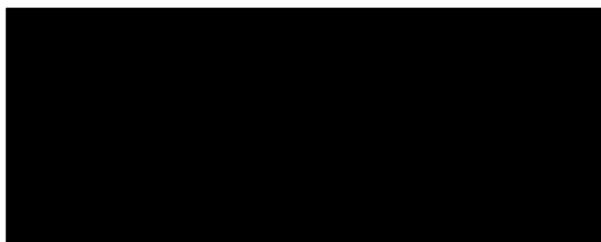
There will be no media releases without the express agreement of the parties.

Signatories



**Signed for and on behalf of
the Queensland Police Service by
Mr Paul Taylor
Deputy Commissioner (Regional Queensland)**

Dated this 20th day of April 2022



**Signed for and on behalf of
Department of Education by
Tony James
A/Deputy Director-General (Office of Industrial Relations)**

Dated this 14 day of March 2022

SCHEDULE 1 DEFINITIONS

For the purposes of this MOU the following terms apply. However, if a term in this Schedule is defined by legislation, the definition in the relevant legislation, as amended from time to time, prevails over the definition in this Schedule.

'Dangerous electrical event', under the *Electrical Safety Act 2002*, is any of the following—

- (a) the coming into existence of circumstances in which a person is not electrically safe, if—
 - (i) the circumstances involve high voltage electrical equipment; and
 - (ii) despite the coming into existence of the circumstances, the person does not receive a shock or injury;
- (b) the coming into existence of both of the following circumstances—
 - (i) if a person had been at a particular place at a particular time, the person would not have been electrically safe; and
 - (ii) the person would not have been electrically safe because of circumstances involving high voltage electrical equipment;
- (c) an event that involves electrical equipment and in which significant property damage is caused directly by electricity or originates from electricity;
- (d) the performance of electrical work by a person not authorised under an electrical work licence to perform the work;
- (e) the performance of electrical work by a person if, as a result of the performance of the work, a person or property is not electrically safe;
Examples for paragraph (e)—
 - the connection of electrical equipment to a source of supply involving incorrect polarity or other incorrect connection; and
 - the performance of electrical work as a result of which an exposed wire is left in circumstances in which it can be energised by the operation of a switch or circuit breaker or the insertion of a fuse;
- (f) the discovery by a licensed electrical worker of electrical equipment that has not been marked as required under this Act.

Form 1 is the form used by the QPS to advise the coroner of a reportable death under the *Coroners Act 2003*.

'Memorandum of Understanding' means this MOU document, including the protocols and schedules incorporated in this document.

'Notifiable incident', under the *Work Health and Safety Act 2011* means:

- (a) the death of a person; or
- (b) a serious injury or illness of a person; or
- (c) a dangerous incident.

In further explaining this definition, a 'serious injury or illness' of a person means an illness or injury requiring the person to have:

- (a) immediate treatment as an in-patient in a hospital; or
- (b) immediate treatment for –
 - (i) the amputation or any part of his or her body; or
 - (ii) a serious head injury; or
 - (iii) a serious eye injury; or

- (iv) a serious burn; or
- (v) the separation of his or her skin from an underlying tissue (for example, degloving or scalping); or
- (vi) a spinal injury; or
- (vii) the loss of a bodily function; or
- (viii) serious lacerations; or
- (c) medical treatment within 48 hours of exposure to a substance.

and a 'dangerous incident' means an incident in relation to a workplace that exposes a worker or any other person to a serious risk to health or safety emanating from an immediate or imminent exposure to –

- (a) an uncontrolled escape, spillage or leakage of a substance; or
- (b) an uncontrolled implosion, explosion or fire; or
- (c) an uncontrolled escape of gas or steam; or
- (d) an uncontrolled escape of a pressurised substance; or
- (e) electric shock; or
- (f) the fall or release from a height of any plant, substance or thing; or
- (g) the collapse, overturning, failure or malfunction of, or damage to, any plant that is required to be authorised for use under the *Work Health and Safety Regulation 2011*; or
- (h) the collapse or partial collapse of a structure; or
- (i) the collapse or failure of an excavation or of any shoring supporting an excavation; or
- (j) the inrush of water, mud or gas in workings, in an underground excavation or tunnel; or
- (k) the interruption of the main system of ventilation in an underground excavation or tunnel.

'Serious electrical incident', under the *Electrical Safety Act 2002*, means an incident involving electrical equipment if, in the incident—

- (a) a person is killed by electricity; or
- (b) a person receives a shock or injury from electricity, and is treated for the shock or injury by or under the supervision of a doctor; or
- (c) a person receives a shock or injury from electricity at high voltage, whether or not the person is treated for the shock or injury by or under the supervision of a doctor.

**SCHEDULE 2
CONTACT DETAILS**

Queensland Police Service
www.police.qld.gov.au

Workplace Health and Safety Qld
www.worksafe.qld.gov.au

and

Electrical Safety Office
www.electricalsafety.qld.gov.au

Contact Officer

Inspector, Assistant to the State Coroner
Brisbane Magistrates Court
Lvl 1 363 George St Brisbane
[REDACTED]

Principal Advisor,
Office of Industrial Relations
Phone [REDACTED]
[REDACTED]

Coronial Liaison Officer

Organisational Improvement Unit,
Police Headquarters
200 Roma St Brisbane
[REDACTED]

Director , Coronial and Enforceable
Undertakings Services
Office of Industrial Relations
Phone [REDACTED] / [REDACTED]
[REDACTED]

Incident notification

Principal Health and Safety Advisor
Level 2 30 Makerston Street
Brisbane
[REDACTED]

[REDACTED]
For emergencies where death or
serious injury occur as a result of
electric shock ring [REDACTED]

SCHEDULE 3

GUIDE ON ENTRY TO WORKSITES FOR WORK HEALTH AND SAFETY MATTERS

Purpose

The purpose of this guide is to assist Queensland Police Service (QPS) officers who are called regarding a disputed entry to worksites for WHS matters

Officers attending a workplace dispute

Officers should not force entry into a worksite or become involved in the dispute unless there is:

- an apparent danger to a person or persons; or
- to prevent riots or breaches of the peace or of law.

Assisting an occupier remove a person/s from a workplace

Officers may only assist an occupier to remove a person from a workplace if:

- the Office of Industrial Relations (OIR) advises that the persons have no legal authority to be on the premises; or
- the person is committing an offence (e.g. behaving in a disorderly manner).

For further assistance, officers should refer to section 13.17.3: Trespass (Industrial disputes) of the OPM.

Helping public officials exercising a power

Upon request from a Public officer, an officer may assist the official if:

- the officer establishes the public officer is a public official under the authorising law; and
- the public officer explains the powers the public official has under the authorising law

In these circumstances QPS will give necessary directions to relevant parties to comply with WHS inspectors' powers and requirements under the WHS Act.

Further, QPS will issue necessary warnings to those not complying with a lawful request under both the WHS legislation and QPS legislation.

QPS will initiate all steps with a view to keeping the peace and will only use force in circumstances where parties are:

- Failing to keep the peace;
- Obstructing lawful requests; or
- Committing an offence under the Criminal Code etc.

(see s. 13.3.2: Helping public officials exercise powers under various Acts of the OPM).

The OIR, as part of its responsibilities, is empowered through its inspectorate to ensure work health and safety compliance and respond to incidents at worksites under the *Work Health and Safety Act 2011* (WHS Act 2011).

What should you do?

In all circumstances in which the QPS is called to attend a disputed entry to worksites, the QPS will notify OIR of the dispute. Where practicable, the QPS should notify OIR of the dispute before attending the site. The QPS should follow the expert advice of OIR as to the operation of the WHS Act 2011.

Until such time as the OIR provide advice to the QPS, the QPS will attempt to keep the peace between the parties. This approach will enable the matter to be appropriately dealt with by a Workplace Health and Safety Inspector appointed under the WHS Act 2011. Further, this approach will ensure QPS resources are not wasted on matters that fall within the jurisdiction of OIR.

The following representatives of OIR are first points of contact for these matters:

- Marc Dennett Executive Director, WHS Compliance and Field Services
 [REDACTED]
- Helen Burgess Director, Construction Compliance and Field Services
 [REDACTED]

Entry to workplaces under the *Work Health and Safety Act 2011*

There are a number of mechanisms under the *Work Health and Safety Act 2011* (the WHS Act) that enable entry to a workplace by an external representative. These are as follows.

- 1. A Work Health and Safety (WHS) Entry Permit Holder exercising their right of entry powers may enter under sections 117, 120 and 121, Part 7 of the WHS Act.**

A WHS entry permit holder may enter a workplace for the following purposes that relate to, or affect, a relevant worker:

- to enquire into a suspected contravention of the WHS Act;
- to inspect employee records or information held by another person; or
- to consult on WHS matters with, and provide advice on those matters, to one or more relevant workers who wish to participate in the discussions.

WHS entry permit holders are authorised to exercise these powers under both state and federal laws, if they hold the appropriate identification card or permit. It is important that WHS entry permit holders are not constrained in exercising their powers under the WHS Act as they may have received information about possible contraventions of the WHS Act provided confidentially by workers and be attempting to prevent dangerous work practices that present immediate risks to those at the worksite.

Entry to investigate suspected work health and safety contraventions extends to electrical safety-related contravention, even though this area of health and safety is dealt with by the separate *Electrical Safety Act 2002*, not the *Work Health and Safety Act 2011*.

- 2. Entry by a representative of a party to a WHS issue may occur under section 81(3) of the WHS Act for the purposes of assisting to resolve the issue.**
- 3. Entry to assist a health and safety representative (HSR) may occur under section 68(g) of the WHS Act.**

Where external parties attempt to enter a workplace because they have been called to assist in resolving a WHS issue or to assist a HSR with their functions (s81(3) and s68(g)), but are denied entry by the occupier, the WHS Act enables the parties to ask the WHS regulator to appoint an inspector to assist in resolving the matter. WHS inspectors are empowered to exercise any of their compliance powers under Part 10 of the WHS Act to assist in resolving the dispute.

This includes assisting to facilitate entry to a workplace where failure to allow entry has occurred. External parties attempting to enter a workplace under s81(3) and s68(g) are not required by Queensland's WHS Act to hold a permit although they are required to hold a federal permit.

External parties who are officials of state based organisations, such as CFMEUQ employees, are not captured by the *Fair Work Act 2009* and are not required to hold a federal entry permit"

Under the WHS Act 2011 there exists appeal mechanisms for all parties in relation to decisions made and notices issued by Workplace Health and Safety inspectors.

Certificate of annexure

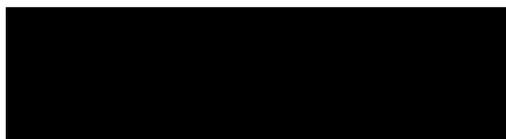
Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-6**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 27 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.

3 September 2020

Mr Neil Scales
Director-General
Department of Transport and Main Roads
1 William Street
Brisbane QLD 4000

Email: [REDACTED]

Dear Mr Scales

I refer to the proposed Transport and Main Roads (TMR) Best Practice Industry Conditions document (the BPIC document).

The AWU have been advised by TMR officers and KPMG consultants that the document will represent the industrial standards expected from tenderers in relation to major civil construction projects for the Queensland Government including but not limited to roads, bridge and rail projects.

The Australian Workers' Union (AWU) is entitled to represent the industrial interests all workers in or in connection with civil construction. The AWU constitutional rules provide as follows:

"Without limiting any provisions of other sub-rules hereof the industries of the employment of every bona fide worker, male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings, namely: ...

road making, water and sewerage, railway construction work;

manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt, (other than tar paving or asphalt work within the external alignment of buildings not incidental to or part of civil engineering works;

the construction, maintenance and conduct of the Commonwealth Railways and all kinds of general labour;

the manufacture of cement and cement articles and/or the operation of concrete batching plants;

Landscaping, (other than in the Northern Territory);

The construction, repair, maintenance or demolition of:

Civil and/or mechanical engineering projects;

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Road Making including construction and/or maintenance and/or repair and all work in or in connection with or incidental thereto;

Water Supply construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto.

Sewerage construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto;

Railway construction and/or Maintenance and/or repairs and all work in or in connection with or incidental thereto;

All labour other than craftsmen employed on in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of State and/or Federal Public Works, and/or works for semi-governmental bodies (including Harbour Boards);

All employees engaged in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of local authority work or works;

All employees engaged in the construction and maintenance of tramways;

Bridge Carpenters and all other labour employed in or in connection with or incidental to the construction and/or maintenance and/or repair and/or alteration and/or demolition of bridges, wharves, piers, jetties, dolphins, barrages and other similar or like structures;

All kinds of general labour (including builders' labourers);

Horticulture and all work in or in connection with the hiring out and incidental servicing of pot plants;

Manufacture of cement including all work in or in connection with or incidental thereto;

All labour other than craftsmen engaged in the manufacture of concrete and reinforced concrete pipes and/or the making of concrete kerbing and channelling, concrete manhole covers, concrete paving slabs, concrete box drains and lids, concrete septic covers, concrete pig troughs or other concrete troughs used for farming and agricultural purposes, and all other concrete articles;

Employees employed on dredges, barges and tugs, and launches north of 25th parallel of south latitude;

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Forklift Operators, End Loader Operators, Electric Locomotive Drivers and Winchmen;

All persons other than craftsmen engaged in land reclamation"

The AWU is the only employee organisation listed in the definition of "union" in the draft BPIC document that is entitled to represent the industrial interests of **all workers** across the civil construction industry.

TMR has contacted the AWU to consult on the proposed BPIC document.

Based on correspondence provided by TMR on 22 July 2020, it is the understanding of the AWU that Crown Law has provided advice to TMR that has confirmed that "the development and implementation of the conditions document is legal and consistent with the the *Fair Work Act 2009* (FW Act), the *Building and Construction Industry (Improving Productivity) Act 2016* (BCIIP Act) and the *Code for Tendering and Performance of Building Work 2016* (Building Code)."

Specifically, TMR have stated that "in terms of applying the conditions on projects, the department understands that it cannot mandate that contractors and their sub-contractors adopt the conditions. However, the department can evaluate contractors based on how they demonstrate that their employment conditions and standards compare to the conditions. The department will specify the matters it is seeking from a successful contractor and evaluate contractors based on what they offer via the tender process. This evaluation will likely require contractors to evaluate their sub-contractors for the project on how the sub-contractors' terms of employment conditions also reflect the conditions proposed in the tender."

The AWU is engaging in this consultation process based on this assurance provided by TMR.

The AWU is supportive of the Government requiring employers who are tendering for Government major projects to demonstrate that they will make agreements only with trade union(s) who have eligibility to cover workers covered by the agreement (for greenfields agreements the trade union(s) must have coverage of the **majority of the workers** i.e. the AWU in civil construction) and provide for terms and conditions of employment, including wage rates that are not below the industry conditions.

The AWU understands that TMR is obliged to comply with the relevant provisions of the FW Act.

The AWU notes that departmental officers are required to comply with the Code of Conduct (the Code). Specifically, section 3.2(c) which provides that public servants must "comply with the laws of State, Australian and local governments."

As such, approval and/or implementation of a BPIC document which is not consistent or operates in conjunction with a tender document in a way which is inconsistent with the FW Act would potentially be a breach of the Code by the relevant departmental officer/s.

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The AWU understands that the BPIC document will be the minimum benchmark for the terms and conditions proposed in greenfields and non-greenfields agreement applying to major Government projects.

The AWU provides a preliminary response based on the information provided by TMR.

The AWU submits that when TMR tenderers are bargaining with relevant employee organisations to make greenfield agreements under the FW Act consistent with the proposed BPIC document, the following provisions are relevant for the purposes of the document and evaluating bidders:

Section 172 provides that an employer or employers (the tenderer or tenderers) may make a greenfields agreement with one or more **relevant employee organisations** if the agreement relates to a genuine new enterprise that the employer or employers are establishing or propose to establish and the employer or employers have not employed any of the persons who will be necessary for the normal conduct of that enterprise and will be covered by the agreement.

Section 177 provides for who can be a bargaining representative for a proposed greenfields agreement. The section relevantly sets out that bargaining representatives will be the employer and an **employee organisation** that is **entitled to represent the industrial interests** of one or more of the employees who will be covered by the agreement, in relation to work to be performed under the agreement and with which the employer agrees to bargain for the agreement.

In relation to the certification of greenfield agreement, section 187 relevantly provides that the FWC must be satisfied that the **relevant employee organisation** that will be covered by the agreement are (taken as a group) is **entitled to represent the industrial interests of a majority of the employees** who will be covered by the agreement, in relation to work to be performed under the agreement and that it is in the public interest to approve the agreement.

Section 187 also provides that the FWC must be satisfied that the agreement, considered on an overall basis, provides for pay and conditions that are consistent with the prevailing pay and conditions within the relevant industry for equivalent work in the relevant geographical area.

The FWA defines a "relevant employee organisation" in relation to a greenfields agreement, as an employee organisation that is **entitled to represent the industrial interests** of one or more of the employees who will be covered by the agreement, in relation to work to be performed under the agreement.

TMR officers have an obligation pursuant to sections 172, 177, 187 and the definition of "relevant employee organisation" under the FW Act, to ensure that contractors tendering for major civil projects, to which the proposed BPIC conditions document would apply, only make greenfields agreements with relevant employee organisation(s) who are entitled to represent the industrial interests of the majority of employees.

Should the contractors tendering for major civil projects seek to meet the conditions outlined in the BPIC document using non-greenfields agreements, sections 176(1)(b) and 176(3) of the FW Act

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requires that a non-greenfields agreement, can only be made with a relevant employee organisation(s) who are entitled to represent the industrial interests of employees who will be covered by the agreement.

Specifically, TMR must ensure that the proposed BPIC document and/or tendering documentation allows only those employee organisations that have the entitlement under their constitutional rules to represent the industrial interests of employees within the civil construction industry or their specific occupations within that industry.

As the AWU is the only employee organisation with industry rules allowing eligibility for all employees within the civil construction industry, it will represent the majority of employees for any greenfields or non-greenfields agreement.

TMR has a positive obligation to comply with the FW Act and ensure through the proposed BPIC document and/or tendering documentation that other employee organisations that only have occupational coverage in the civil construction industry are restricted to representing only those occupational callings that their eligibility rules allow for.

This would be done through 'parties' or 'scope' clauses of the proposed BPIC document and would outline specifically what occupations or callings of employees each employee organisation is entitled to represent. The AWU submits that these provisions must be duplicated in the proposed enterprise agreements.

In relation to 'parties' or 'scope' provisions of the proposed BPIC document, the AWU draws TMR's attention to the following concerns:

- At clause 2.1 the 'parties' that are relevant employee organisations that have occupational coverage in the civil construction industry must be restricted to representing only those occupational callings and roles that their eligibility rules allow for as outlined above;
- There needs to be a 'scope' provision outlining exactly the scope of works that is covered by the proposed agreement and those that are not;
- The underpinning Awards listed at clause 4.1 must be limited by the scope clause of the BPIC document;
- The definition of "union delegate" must include "of an employee organisation entitled to represent the industrial interests of employees";
- There needs to be a definition of "representative" as it relates to a union representative must include "of an employee organisation entitled to represent the industrial interests of employees";
- There needs to be clarification of employees working under an agreement and suppliers providing construction materials through the supply chain.

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The Australian Workers' Union of Employees, Queensland.

In relation to the wages, conditions and classifications which should be included in the proposed BPIC document, the AWU submits that the conditions and wages contained in the *CPB Contractors Pty Ltd – Cross River Rail – Tunnel and Shafts Greenfield Agreement 2019-2023* and the *CPB Contractors Pty Ltd – Cross River Rail – Civil Surface Works Greenfield Agreement 2019-2023* (CRR Agreements) should constitute the minimum benchmark.

To avoid doubt, this includes all wages, terms, conditions, classifications and details thereof included in the CRR Agreements but not yet contained in the proposed BPIC document.

The proposed draft BPIC document developed by KPMG already refers to provisions contained in the CRR Agreements and given that the CRR Agreements apply to the civil construction industry and occupations that represent the current wages, conditions and classifications that prevail across the industry in Queensland they should be included as the minimum benchmark.

The AWU submits that the BPIC document is being developed to ensure tenderers meet best industry practice standards in Queensland. Therefore, to include wages, conditions and classifications lower than those contained in the CRR Agreements would actually diminish the ability of trade unions to bargain for prevailing conditions for workers.

If it is the intention of TMR and Cabinet to develop and implement a so called BPIC document containing wages, conditions and classifications less than those contained in the CRR Agreements then the AWU is vehemently opposed and submits that such a document would sell out civil construction workers and their families across the State.

Given that the matters outlined above are consistent with the relevant industrial legislations and that the department and officers have a positive obligation to comply with such legislations, the AWU has an expectation that the matters raised will be addressed throughout the consultation, drafting and approval process for the proposed BPIC document.

The AWU notes that we have requested and are waiting for the relevant provisions of the tender, which outline how the evaluation process will incorporate the proposed BPIC document and the draft BPIC "C.1 - Local Manufacturing and Supply Chains". These are required for the AWU to provide a more considered response on the draft. We expect these documents to be provided in the near future.

If you require any further information, please contact Executive Officer Mark Raguse on

[REDACTED] or [REDACTED]

Yours sincerely

[REDACTED]

**STEVE BAKER
SECRETARY**

Secretary: Steve Baker

The Australian Workers' Union of Employees, Queensland.

Certificate of annexure

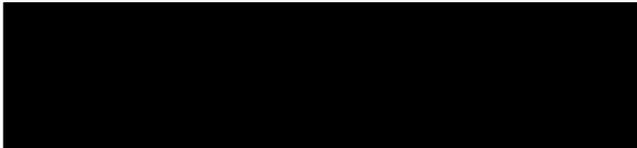
Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-7**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 23 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.

From: [Randell Fuller](#)
To: [Sharon Bailey](#); [Rvan Murphy](#); [Bernadette Zerba](#); [Trevor Dann](#)
Subject: History
Date: Tuesday, 25 July 2023 9:02:26 PM

Make of this as you wish

Prior to Existing Amalgamated Super Unions

For many years the AWU and The Builders Labourers Federation (BLF) conducted open warfare to require employers to have its employees become members of their union. These were the days before Freedom of Association laws as we know them today. Both had significant wins and losses

Deregistration of BLF and Union Amalgamations

With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction.

The short form of the Agreements arrived at during this time (and inserted into the AWU rules) was that The AWU covered labourers and the CFMEU covered trades people. This left the contentious group of Plant Operators. The CFMEU gained coverage of this group through an amalgamation with another union (The FEDFA). The AWU already had coverage. They were given joint coverage.

Qld

In Qld the battle between the old BLF and AWU raged longer because that branch of the BLF was not deregistered.

For many years the the large Civil contractors and the AWU had a shared interest, keep the BLF out of Civil.

With the amalgamations in place the CFMEU now included the old BLF. They took over the battle.

AWU Out Manoeuvres the CFMEU

With the advent of Enterprise Bargaining and later the Building Code the AWU put into place a successful strategy of entering into Greenfields Agreements with Major contractors. The legislation around those Agreements allowed single unions to the Agreement and allowed them the advantage of recruiting the workforce, even beyond their rules coverage.

Thus to many it appears that the CFMEU does not have coverage in the Civil Sector... Wrong

Industry Changes

With the growth of subcontracting in the Civil Sector and some significant projects underway in southern Queensland the CFMEU's membership numbers appear to have increased in the Civil Sector. I also assume that a number of workers previously employed on building projects have moved into the civil sector and maintained the CFMEU membership.

The Dilemma

The CFMEU is well within its rights to pursue its membership coverage and Agreements

It consistently obtains higher wages in it's Agreements

It's agreements are more rigid than existing Civil Agreements

The AWU appears to have solid working arrangements with contractors that suits both

The demise of the ABCC gives the CFMEU more freedom to pursue its interests

The other unions have felt aggrieved by the AWU and have joined forces with the CFMEU

Just to Confuse even more

It is important to understand that we do **not** have a demarcation issue. Demarcations are about which trade or occupation actually undertakes the work, not which union represents the workforce.

The confusion comes from the days when the unions were trade based and the division of labour also meant the division of union membership.

There are very few genuine demarcation disputes in the modern era.

Legislators have enacted laws that provide for unions to be registered to cover certain workers. They have also created Freedom of Association laws that do not include a reference to what unions have rights to cover. Then to top it off a Union in agreement with an employer may establish an Enterprise Agreement that (under certain conditions) gives that union the right to represent workers, that its rules do not cover.

What does that mean for us

There are very few avenues open to us ,as third party, to pursue.

A demarcation provision in an EBA probably cannot require a worker to belong to a particular union, or not belong.

Whilst the government can require many things, of people that it contracts with, it is unlikely to be able to dictate by contract which union any worker should belong to.

In theory it is possible to facilitate negotiations between the unions for their own memorandum of understanding . However that requires the unions to be willing participants .

When ,and if ,they can be persuaded to create such a memorandum then a solution is possible.

Regards

Randell

Certificate of annexure

Commission of Inquiry into the CFMEU and Misconduct into the Construction Industry

Stacey Schinnerl

Witness

This is the annexure marked '**SS-8**' referred to in the witness statement of Stacey Schinnerl at the time of [swearing/affirming] her witness statement at Brisbane on 23 November 2025.

Before me:



(Signature of witness)

Witness name: Stacey Schinnerl

Qualification of witness: Queensland Branch Secretary of The Australian Workers' Union and the Secretary of the Australian Workers' Union of Employees, Queensland.

Stacey Schinnerl

From: Secretary AWU Queensland Branch
Sent: Friday, 18 August 2023 2:14 PM
To: [REDACTED]
Cc: Stacey Schinnerl; Mark Raguse; [REDACTED]
[REDACTED] Treasurer; [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Barry Watson
Subject: AWU Response to Correspondence from Mr Randell Fuller
Attachments: 20230818 AWU Correspondence - Response to Mr Fuller.pdf; History.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Minister de Brenni,

See *attached* response from AWU Queensland Secretary Stacey Schinnerl to correspondence received by Mr Randell Fuller, a consultant currently engaged by your Department.

The correspondence from Mr Fuller is also *attached*.

Given the inaccuracies contained within Mr Fuller's correspondence, the Australian Workers' Union now holds serious concerns in regard to his conduct, obvious personal biases and the potential effect of those biases on the integrity of the ongoing BPIC consultation process.

I can be reached via [REDACTED] or [REDACTED] to discuss this further.

Regards,

Stacey Schinnerl
Secretary AWU Queensland Branch
Queensland & NT
E: [REDACTED]
L13 333 Adelaide Street Brisbane



Important Notice: This email message does not constitute formal correspondence from the AWU and is for advance information purposes only. Any correspondence will be posted to you under the signature of the Branch Secretary. All formal correspondence with the AWU must be addressed in writing to -

Stacey Schinnerl
Secretary, Queensland AWU
GPO Box 38
BRISBANE QLD 4001

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18 August 2023

The Hon Michael de Brenni
Minister for Energy, Renewables and Hydrogen
and Minister for Public Works and Procurement

email: [REDACTED]

Dear Minister de Brenni ,

1. We are in receipt of email correspondence sent by Randall Fuller subject "History" which purports to set out an authoritative history of union coverage in the civil construction industry regarding the Australian Workers' Union and the Construction, Forestry, Maritime, Mining and Energy Union. The email was sent on Tuesday, 25 July 2023 at 9:01:01 pm .
2. Unfortunately, there are a number of inaccuracies contained in the information that Mr Fuller has distributed in relation to Union coverage as it relates to the civil construction industry. More seriously, several representations Mr Fuller has made have no basis in law or fact.
3. Whilst Mr Fuller's email correspondence was sent from his private email address [REDACTED] this email was sent to the following Queensland Government employees, consultant and email addresses:
 - a. Sharon Bailey at [REDACTED]
 - b. Ryan Murphy at [REDACTED]
 - c. Bernadette Zerba at [REDACTED]
 - d. Trevor Dann at [REDACTED] .
4. The purpose of this correspondence is to address the inaccuracies of Mr Fuller's email correspondence of 25 July 2023 and formally record the serious concerns the AWU has regarding the inaccurate information distributed by Mr Fuller.
5. I cannot understate the potential Mr Fuller's correspondence has to undermine any positive relationship the AWU may have with your department if immediate steps are not taken address the inaccurate information distributed by Mr Fuller to Queensland Government employees and on their Queensland Government email addresses .

Stacey Schinnerl, Secretary

The Australian Workers' Union of Employees Queensland

6. Further, by reason of the matters set out in this correspondence, the AWU requires that all administrative and Ministerial decisions regarding the interests of the AWU and Best practice industry conditions (BPIC):
 - a. are made impartially;
 - b. are made in compliance with the *Public Sector Ethics Act 1994* and the *Public Sector Act 2022*; and
 - c. that any advice given to a Minister is not infected with bias, therefore undermining the relevant principles set out in the Ministerial Code of Practice.

The Basics – Union Coverage and Eligibility Rules

7. The purpose of this correspondence is to address, and correct, the matters in Mr Fuller's correspondence.
8. For the purposes of this correspondence, I have set out below the eligibility rules of the AWU on both civil construction and building construction.
9. Relevantly, Rule 5, Section 1 Part A (4) says, *inter alia*, the following:

" (4) Without limiting the generality of any other provisions of this Rule or being limited in any way thereby, every bona fide worker employed in or in connection with the industries or callings of:

- (a) Landscaping (other than in the Northern Territory);
- (b) Builders labourers in that area of Queensland situated north of a line commencing at the sea coast with the 22nd parallel of south latitude, thence by that parallel of latitude due west to 147 degrees of east longitude thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude, thence by that parallel of latitude due west to the western border of the State .
- (c) The construction, repair maintenance or demolition of:
 - (i) Civil and/or mechanical engineering projects.
 - (ii) Power transmission, light, television, radio, communication, radar, navigation, observation towers or structures.
 - (iii) Power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries.
 - (iv) Silos, excepting grain silos in Tasmania, South Australia, Western Australia and that area of Queensland not included in paragraph 4(b) above.
 - (v) Sports and/or entertainment complexes.
 - (vi) Car parks excepting car park buildings and car parks within the alignment of a building;

shall be eligible for membership of the Union”

10. Despite the restriction of coverage of builders labourer's in Rule 5, Section 1 Part A (4), Rule 6A - Additional Eligibility For Admission To Membership In The State Of Queensland, says the following at subsection (4) (24) (set out below).

11. Further, the AWU's coverage in Queensland regarding construction work is obvious when one has regard to the extensive coverage in Rule 6A(4):

“(4) Subject to this Rule 6A every bona fide worker male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings namely:

...

12. Road Making including construction and/or maintenance and/or repair and all work in or in connection with or incidental thereto.

13. Water Supply construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto. Sewerage construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto.

14. Railway construction and/or Maintenance and/or repairs and all work in or in connection with or incidental thereto.

...

17. All employees engaged in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of local authority work or works.

18. All employees engaged in the construction and maintenance of tramways.

...

20. Bridge Carpenters and all other labour employed in or in connection with or incidental to the construction and/or maintenance and/or repair and/or alteration and/or demolition of bridges, wharves, piers, jetties, dolphins, barrages and other similar or like structures.

...

24. All kinds of general labour (including builders' labourers).”

12. These rules have been extensively considered by the High Court of Australia in the Uranium case (*Queen v. Moore; Ex Parte Federated Miscellaneous Workers' Union of Australia* [1978] HCA 51; (1978) 140 CLR 470) the Worsley case (*The Queen v. Coldham; Ex Parte Australian Workers' Union* [1983] HCA 35; (1983) 153 CLR 415) and the Argyle Diamonds case (*The Queen v. Isaac; Ex Parte Transport Workers' Union* (1985) 159 CLR 323) which confirms the AWU capacity to represent the industrial interests of all workers performing work in the civil construction industry in Queensland.

Prior to Existing Amalgamated Super Unions

For many years the AWU and The Builders Labourers Federation (BLF) conducted open warfare to require employers to have its employees become members of their union. These were the days before Freedom of Association laws as we know them today. Both had significant wins and losses .

13. The Builders Labourers Federation (BLF) and the AWU have never competed for membership in the civil construction industry. This is because the BLF never had the capacity to represent the industrial interests of any worker in the civil construction industry.
14. This was confirmed by the High Court of Australia in 1982 in *R v Williams; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation* (1982) 153 CLR 402, where a majority of the High Court confirmed that the BLF's coverage was limited to work associated with a building or buildings in the ordinary meaning of those words.
15. Relevantly, the majority said (per Gibbs C.J., Mason, Wilson, Brennan, Deane and Dawson JJ) (at 410, 411 to 412)

"In their judgments in *Watson's Case*, the members of the Court who constituted the majority gave consideration to the general scope of the Federation's eligibility provisions. In particular, Walsh J. expressed a conclusion that the operations referred to in the Federation's eligibility provisions "are all described in terms which limit them to work associated with buildings which are being constructed, repaired, demolished or removed or with preparations for building construction, such as excavating or the levelling of building sites". This view accords with the approach adopted in the judgment of Menzies J. Barwick C.J. expressed his agreement with the judgment of Menzies J. and, in the course of some additional remarks of his own, said that "the eligibility clause properly understood is restricted to workers in the building industry ...". In the result, the reasoning of the majority Justices in *Watson's Case* lends support for the view that the eligibility provisions of the Federation, apart from the subsequently added special provision relating to employees engaged in the operation of concrete batching plants, are limited to work associated with a building or buildings. It is also apparent from the judgments of Walsh J. and Menzies J. in *Watson's Case*, that references to a "building" or "buildings" should not be understood as references to any structure at all but as references to what would ordinarily be described, in common parlance, as a building or buildings .

...

Once the conclusion is reached that the operations referred to in the Federation's eligibility clause are limited to work associated with a building or buildings in the ordinary meaning of those words, it is plain that none of the particular workers involved in the present applications comes within the provisions of that clause. It is unnecessary and undesirable to attempt to frame any comprehensive definition of the words "building" and "buildings" as used in r. 4. It suffices to say that the words, as there used, do not extend to

encompass the high voltage electricity transmission towers involved in the first application (No. M77 of 1981), the steel tanks and carbon baking furnace stack involved in the second application (No. M41 of 1982) or the structural steel framework involved in the third application (No. 56 of 1982). That being the case, none of the relevant workers is eligible to become a member of the Federation. The Federation was neither competent to create an industrial dispute by serving a log of claims relating to their activities nor entitled to have an order made by the Commission that those activities be carried out by members of the Federation. ”

16. In *The Australian Workers' Union of Employees, Queensland AND Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees* (No. B472 of 2000), Commissioner Bloomfield, as he was then, determined that the BLF had enrolled employees outside of their eligibility rules at the Townsville City Council.

17. The Commissioner said (at 91 and 92):

“Laying concrete, laying asphalt, digging excavations for water pipes and so on by a labourer is not work eligible to be covered by the BLF unless it is performed in or in relation to the construction, alteration, repair, removal or demolition of a building (see *The Queen v Williams*). For that reason none of Messrs Healey, Cross, Jones or Whitman was eligible to join to the BLF.

...

In circumstances where the Commission has clear evidence that BLF has willingly enrolled persons who are clearly outside its eligibility rule and where a dispute has already been caused and is further threatened as a result of that action, I have decided to issue a limited Order which will restrain BLF from enrolling, or purporting to enrol, as a member certain persons who are employees of Townsville City Council.”

18. To be clear, any contention that the BLF ever had coverage of workers in the civil construction industry is erroneous and completely at odds with decisions of the High Court of Australia dating back over 50 years in *R v Watson; Ex parte Australian Workers' Union* (1972) 128 CLR 77.

19. Further to this, subsequent to the BLF's federal deregistration, unions such as the Building Workers Industrial Union (BWIU) and the Federated Engine Drivers and Firemen's Association (FEDFA) amended their eligibility rules to incorporate the former eligibility rules of the BLF in the building construction industry. This did not have the effect of extending coverage of those rules into the civil construction industry.

20. Relevantly, the BWIU and the FEDFA amalgamated to what is currently called the Construction Forestry Maritime Mining and Energy Union (CFMMEU).

21. To be clear, and as will be discussed below in this correspondence, the BWIU and the FEDFA also did not have industry coverage in civil construction industry. Instead, their coverage was limited to occupational eligibility.

22. Conversely, as is set out above, the AWU does have the capacity to represent the industrial interests of builders labours in Queensland in the building construction industry pursuant to Rule 6A - Additional Eligibility For Admission To Membership In The State Of Queensland, says the following at subsection (4) (24) (set out below).

Freedom of Associations contention has no basis in law

23. Mr Fuller's implied contention that the outcome for the BLF would have been different if "Freedom of Association laws as we know them today" were applied is erroneous and has no basis in law.

24. The "Freedom of Association" provisions of the Fair Work Act 2009 (Cth) (FW Act) and the *Fair Work (Registered Organisations) Act 2009* (Cth) (FW(RO) Act) do not allow for any union to cover whatever worker they choose.

25. In *CSBP Ltd v Construction, Forestry, Mining & Energy Union* (2011) 212 IR 162, the CFMMEU contended that process technicians had an unencumbered right to join the CFMMEU by reason of, *inter alia*, their right to "Freedom of Association"

26. McKerracher J summarised their argument as follows (at [38]):

"38. Further, CFMEU contends that the broad approach is reinforced by the objects of the *Fair Work Act 2009* (Cth) (the Fair Work Act) which include "enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented" (s 3(e)). CFMEU contends that the right to freedom of association is a basic human right enshrined in the Universal Declaration of Human Rights, Art 20(1) of which provides that everyone has the right to freedom of association. This in turn led to the right to freedom of association being enshrined in the International Covenant on Civil and Political Rights, done at New York on 16 December 1966 as follows (Art 22(1)):

"Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his interests."

27. The Court rejected this submission in its entirety, saying the following:

"191. CFMEU argues that a broad approach is reinforced by the objects of the Fair Work Act. The objects include "enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented" (s 3(e)). The objects of the Fair Work Act are met because Process Technicians, like other employees of CSBP, are entitled to become members of an organisation (s 166 FW(OR)A). That applies especially to CFMEU's argument that the right to freedom of association is a basic human right enshrined in the Universal Declaration of Human Rights, Art 20(1). That Article does not assist with the construction of the Rules. In particular, the Enterprise Agreement specifically refers and applies to Process Technicians. The Enterprise Agreement defines

“respondent unions” to be the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” also known as the Australian Manufacturing Workers’ Union, the Liquor, Hospitality and Miscellaneous Union now known as United Voice and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. These unions were also the bargaining representatives involved in the negotiation of terms and conditions on behalf of the employees in the Enterprise Agreement.

192. Process Technicians are specifically referred to in the Enterprise Agreement. Paying particular attention to the rules prescribing eligibility for membership and description of industries of the registered rules of the “respondent unions”, it is of note that United Voice may better represent Process Technicians. Eligibility for membership of United Voice is outlined in 3 which provides that persons eligible for membership are those:

Part 1

...employed to perform work in or in connection with any one or more of the

following industries and/or industrial pursuits, namely: —

...chemical ...chemical workers ...persons designated as attendants and/or assistants and performing work which is otherwise covered by this present rule 3 part 1.

...

Part 5

Without in any way limiting and without in any way being limited by the conditions of eligibility for membership elsewhere in this rule, the Union shall

also consist of persons who are employed or usually employed in or in connection

with any one or more of the following industries and/or industrial pursuits, namely: —

...

In the State of Western Australia

(A) ...artificial fertilizers, acids ...and/or other chemical industries including ...ammonium- nitrate ...nitric acid ...carbon -di-oxide ...synthetic ammonia

193. Rule 4 Pt 1 states that the relevant industries are:

The description of the industries and/or industrial pursuits in or in connection with which the Union is registered is as follows: —

The industries and industrial pursuits of persons employed in ...chemical (other than persons engaged principally in or in connection with the making, preparation, handling, putting up, reception, sale demonstration and/or delivery of drugs, pharmaceutical goods and medicinal chemicals); chemical workers; ...

The generality of description of any of the foregoing industries or industrial

pursuits is not to be limited by reference to any other industry or industrial pursuit.

...

Provided further that tradesman's assistants, riggers and metal workers employed in maintenance sections of any establishments in the foregoing industries and/or industrial pursuits shall not be eligible for membership pursuant to the foregoing provisions.

..."(emphasis added)

28. Similarly in this matter, Art 20(1) of the Universal Declaration of Human Rights does not assist with the construction of the BLF or the CFMMEU eligibility Rules. Further, "the objects of the Fair Work Act are met because " employees employed in the civil construction industry in Queensland " are "entitled to become members of an organisation (s 166 FW(OR)A) " – namely the AWU.

Deregistration of BLF and Union Amalgamations

With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction.

The short form of the Agreements arrived at during this time (and inserted into the AWU rules) was that The AWU covered labourers and the CFMEU covered trades people. This left the contentious group of Plant Operators.

The CFMEU gained coverage of this group through an amalgamation with another union (The FEDFA). The AWU already had coverage. They were given joint coverage.

29. Mr Fuller's contention that "With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction " has no basis in fact or law.
30. There has been no ruling from any tribunal or court of competent jurisdiction declaring the "AWU and the CFMEU joint Principal Unions in Civil Construction. "
31. By reason of its extensive eligibility rules, the AWU has always, and continues to be, the principal union in the civil construction industry.
32. Conversely, as set out above, the eligibility rules of the the BWIU and the FEDFA have always been limited to occupational coverage in the civil construction industry. This limited coverage was not extended by reason of amalgamations.
33. Relevantly, in the recent Full Federal Court decision of *O'Connor v Setka* [2020] FCAFC 195, where the rules of the current CFMMEU were considered, the Court said the following (at [25]):

“Rule 2

25. Rule 2, under the heading “Constitution”, contains a statement of those eligible to be members of the Union. It is extensive, 40 pages in length, and provides for 20 different principal categories of membership. It is apparent that the categories reflect the membership eligibility clauses of the various amalgamating unions which were, in effect, cut and pasted into the National Rules with each successive amalgamation ...”

34. In civil construction, the BWIU only ever had coverage of workers in the civil construction industry who were principally employed as “carpenters or joiners”. This is replicated in Rule 2 (A)(A)(3)(i) of the CFMMEU rules (BWIU Rule).
35. In relation to the FEDFA, they only ever had coverage of workers in the civil construction industry who were employed, as their principal or the primary purpose, as “engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers... excavator drivers”.
36. This rule can be found at Rule 2(E)(a) of the current rules of the CFMMEU (**FEDFA Rule**).

“(E) Without limiting the generality of the foregoing and without being limited thereby the following are eligible to be members of the Union: -

(a) An unlimited number of all classes of engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers, tow motor drivers, excavator drivers...”

37. Further, in *Construction, Forestry, Maritime, Mining and Energy Union v DuluxGroup (Australia) Pty Ltd* (2021) 312 IR 217, the Full Bench of the Fair Work Commission (**FWC**) considered an appeal by the CFMMEU about the interpretation of rule 2(E)(a). The Full Bench said the following:

“Merits of the appeal

52. The propositions stated in the decision under appeal concerning the proper construction and application of the expression “forklift drivers” in rule 2(E)(a), which we have summarised in 40 above, were not as we perceive it the subject of challenge in the appeal. In any event, having regard to the historical development of the rule and its judicial consideration in the three decisions to which we have earlier referred, we consider those propositions to be correct. A number of points in that connection may be emphasised.

53. *First*, the expression “forklift drivers” must be understood in the context of rule 2(E)(a) as a whole, having regard to the history of its development. As has been clear ever since its initial registration, the FEDFA was established as a “craft union” or, in more contemporary parlance, an occupational union. Each type of employment identified in the FEDFA's eligibility rule must therefore be understood as descriptive of an occupation. Additionally, as was observed by the High Court in *Re Coldham* in relation to the first category of employment

types in the rule (which includes “forklift drivers”), they are occupations which “have some degree of special skill”. Accordingly, in order to be eligible to be a member of the CFMMEU as a forklift driver, a person’s employment must be able to be characterised as one in which the primary purpose is forklift driving as a skilled occupation.

54. *Second*, the circumstances in which the FEDFA gained coverage of “forklift drivers” sheds some light on what it means to be a forklift driver in the occupational sense. Both the FEDFA in advancing its case for the alteration and the Industrial Registrar in conditionally granting it drew a direct comparison between forklift driving and the specialised skill of crane operation. Crane operators, both then and now, typically operate in a “stand alone” role in which the operation of a crane constitutes the *raison d’etre* for their employment. We consider therefore that a person must be a forklift operator in an analogous sense in order to fall within rule 2(E)(a).

55. *Third*, the decisions in Mt Newman and CSBP make it clear the employment in question must be assessed in the context of the purpose for which the employer has employed the employee and the employer’s organisation of work. To paraphrase what Burt CJ said in Mt Newman, the question here is whether Mr Lambert was employed to drive a forklift so that he earns his wages by doing that, or whether he is employed to do something else, and Mr Lambert will not be a “forklift driver” within the meaning of rule 2(E)(a) merely because he drives a forklift in order to do what he is employed to do. The additional observation made by Burt CJ that the description of the employee’s vocation will more often than not reflect the purpose to be achieved by the employee’s work must be given weight in this respect.

56. *Fourth*, the Full Court in CSBP considered it legitimate to have regard to the FEDFA’s industry rule to eschew a construction of the eligibility rule which is so extremely wide or indefinite as to be unlikely ever to have been intended. In this case, the approach advanced by the CFMMEU would give it eligibility in respect of virtually any employee who operates a forklift to a significant degree in their employment, and give it entry into a wide range of industries, particularly storage and warehousing, beyond contemplation when the FEDFA obtained approval for the alteration to its eligibility rule in 1949 (noting that the Industrial Registrar identified the purpose of the rule change as to “bring within its sphere employees of the desired classes where they are found *in industrial areas at present occupied by the applicant*”, emphasis added). The relevant part of the CFMMEU’s industry rule (rule 3(F)) strongly confirms the relevant occupational focus of the rule insofar as it refers to a “calling, service, employment, occupation, or avocation” of persons “employed ...as drivers of ...any ...fork lift ...” (emphasis added). This places emphasis on the purpose of the employment.

38. By reason of those matters set out above, it is obvious to any person who has a basic knowledge of the civil construction industry that it is rare for any person to be principally employed as an engine driver, firemen, forklift driver or excavator driver.

39. Further, while it is not uncommon for a person to be principally employed as crane driver or mobile crane driver, persons employed in these occupations are limited on any civil construction site.

40. Further, the eligibility rules of the CFMMEU are replete with exclusions for their eligibility for any person employed (see for example Rule 2(E)(b)) :

“(1) on a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a civil or mechanical engineering site.

(2) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(3) in the mining or exploration or hydro- carbons industries. ”

41. Whilst it is a continual claim by the CFMMEU that they have coverage of riggers, scaffolders, dogman, steel fixers, and concreters (etc) this coverage was the coverage of the BLF and is limited to the building construction sector. Rule 2(B) is as follows:

“(B) Without limiting the generality of the foregoing, or being limited thereby the Union shall also consist of:-

(1) workers (other than tradesperson), on any work in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building.

For the purpose of this sub-rule (B) building shall include a building- type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a Civil or Mechanical Engineering Site.

...

(ii) employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to any of the work described in Part (1) of this sub- rule, and in particular as

Bricklayers Labourer

Plasterers Labourer

Concrete Finisher

Dump Cart Operator

Scaffolder

Powder Monkey

Foundation Shaftsmen
Steel Fixer (including Tack Welder)
Assistant Powder Monkey
Demolition Worker
Gear Hand
Jackhammerman
Mixer Driver (Concrete)
Steel Erector
Aluminium Alloy Worker Structural Erectors
(whether prefabricated or otherwise)
Cement Gun Operator
Concrete Cutting and Sawing Machine Operator
Concrete Gang worker (including Concrete Floater)
Roof Layer (Malthoid or similar material)
Underpinner
Concrete Formwork Stripper
Builders Labourer
Tackle Hand
Floor Sanding and/or Smoothing Machine
Operators
Leading Hand Labourer
Labourer on Refractory work
Labourer excavating ground for foundations
or basements of building or levelling
ground on a proposed building site
or doing concrete work, tar paving or
asphalt work or mortar or concrete mixing
in connection with or incidental to the
construction, repair, demolition or removal of buildings
Rigger performing rigging work that is an
integral part of, or is incidental to, a

tradesman's work

Assistant Rigger assisting a rigger

specified in immediate preceding

classifications

Drilling Machine Operator except in the

mining or mineral exploration or

hydrocarbon industries

Provided that, nothing in this sub-rule (B) shall render eligible to join the Union any person employed :-

...

(5) On a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a Civil or Mechanical Engineering Site:

...

(7) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State." (emphasis added)

42. By reason of the CFMMEU's limited coverage in the civil construction industry and also by reason of the specific exclusions of eligibility on a "a Civil or Mechanical Engineering Site" – it is obvious why there has been no ruling from any tribunal or court of competent jurisdiction declaring the "AWU and the CFMEU joint Principal Unions in Civil Construction. "
43. Further to this, had the CFMMEU eligibility rules given that union the extensive coverage Mr Fuller asserts that it has, there would have been no reason for the CFMEU (as it was then) to make an application to alter its eligibility as it did in 1997 where it sought to make the following amendment (see *Re Australian Workers' Union, Ex parte Construction, Forestry, Mining and Energy Union* [2002] FCAFC 150 at [4]):

"4.The alteration for which consent was sought by the CFMEU was to rule 2 of the Constitution, and the most important part of the alteration was to add the following sub-rule:

"(B)(3) Without limiting the generality of the foregoing and without being limited thereby, persons eligible for membership of the union shall include any worker (other than metal, electrical or plumbing tradespersons) engaged on any work in or in connection with or incidental to the construction, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building or structure or any other works or projects including but not limited to:-

- (i) civil and/or mechanical engineering projects
- (ii) power transmission. light, television, radio, communication, radar, navigation, observation towers or structures
- (iii) powerhouses, chemical plants, hydrocarbons and/or oil treatment plants or refineries
- (iv) silos
- (v) sports and/or entertainment complexes, showgrounds
- (vi) carparks, pavements, paved areas
- (vii) roads, motorways, freeways, causeways , underpasses, overpasses
- (viii) railways, tramways
- (ix) bridges, drains, dams, weirs, channels, waterworks, tunnels, pipetracks, water and sewerage works, conduits, shafts, pipelines
- (x) airport runways or taxiways, aerodromes.

Provided that nothing in sub-rule (B)(3) herein shall render eligible for membership any worker performing work in the state of Queensland."

44. The application was dismissed by a Full Bench of the Australian Industrial Relations Commission (**AIRC**) in *Australian Workers' Union; Construction, Forestry, Mining and Energy Union v Australian Mines and Metals Association (Inc)* - PR920670 [2002] AIRC 897.

45. What is relevant regarding the above proposed (unsuccessful) amendment is that:

- a. The proposed amendment was effectively a "cut and paste" of the AWU rule 5 listed above; and
- b. The rule change specifically "[p]rovided that nothing in sub-rule (B)(3) herein shall render eligible for membership any worker performing work in the state of Queensland".

46. Contrary to Mr Fuller's contention that "With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction – when given the opportunity to make such a declaration – the AIRC rejected the CFMEU's proposed rule change – maintaining the AWU's status as the principal civil construction union in Australia.

47. The AWU does not deny that it shares joint coverage of persons employed in occupations covered by the BWIU Rule and the FEDFA Rule. However, as set out above, there is limited number of persons employed in the civil construction industry in such occupations.

48. Therefore, in circumstances where the AWU eligibility rules cover “every bona fide worker employed in or in connection with the industries or callings of” the construction, repair maintenance or demolition of Civil and/or mechanical engineering projects, there is no dispute that the AWU is the principal construction union in Queensland and Australia.

Qld

In Qld the battle between the old BLF and AWU raged longer because that branch of the BLF was not deregistered.

For many years the large Civil contractors and the AWU had a shared interest, keep the BLF out of Civil.

With the amalgamations in place the CFMEU now included the old BLF. They took over the battle.

49. By reason of those matters addressed above, Mr Fuller's contentions are erroneous and have no basis in fact.

AWU Out Manoeuvres the CFMEU

With the advent of Enterprise Bargaining and later the Building Code the AWU put into place a successful strategy of entering into Greenfields Agreements with Major contractors. The legislation around those Agreements allowed single unions to the Agreement and allowed them the advantage of recruiting the workforce, even beyond their rules coverage.

Thus to many it appears that the CFMEU does not have coverage in the Civil Sector... Wrong

50. Whilst the success of the AWU protecting and improving the working conditions of its members in the civil construction industry speaks for itself, the FW Act provides that only a union that has the capacity to represent the industrial interests of the majority of employees on a project can enter into a greenfields agreement.

51. Relevantly, s 187 of the FW Act stipulates the following:

“(1) This section sets out additional requirements that must be met before the FWC approves an enterprise agreement under section 186.

...

Requirements relating to greenfields agreements

(5) If the agreement is a greenfields agreement, the FWC must be satisfied that:

(a) the relevant employee organisations that will be covered by the agreement are (taken as a group) entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement, in relation to work to be performed under the agreement; and

(b) it is in the public interest to approve the agreement.” (emphasis added)

52. The effect of s 187(5) of the FW Act is that it is only the AWU who can, as a single union, be covered by civil construction greenfields agreement . This is because the AWU is the only union who is entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement, in relation to work to be performed under the agreement .
53. Conversely, it would be highly improbable that the CFMMEU, by reason of its limited occupational eligibility in the civil construction industry, would ever be entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement.
54. The FW Act does not allow any union “the advantage of recruiting the workforce, even beyond their rules coverage. ”
55. Further to this – as a fact and by operation of the law – “every bona fide worker employed in or in connection with the industries or callings of” the construction, repair maintenance or demolition of Civil and/or mechanical engineering projects is eligible to be a member of the AWU. As such, there is, and never has been, an occasion where the AWU has enrolled members outside of its coverage in the civil construction industry in Queensland.

Industry Changes

With the growth of subcontracting in the Civil Sector and some significant projects underway in southern Queensland the CFMEU’s membership numbers appear to have increased in the Civil Sector. I also assume that a number of workers previously employed on building projects have moved into the civil sector and maintained the CFMEU membership.

56. The FW Act and the FW(RO) Act does not simply allow a union to represent the industrial interests of an employee because that worker has previously been a member in another industry.
57. Further, as confirmed by a Full Bench of the Fair Work Commission (FWC) *CDJV Construction Pty Ltd v McCarthy* [2014] FWCFB 5726 (*‘McCarthy’*), the FW Act and FW(RO) does not allow for a worker to be represented by a union “*a person has simply chosen to represent them and/or which simply agrees to represent them.*”
58. In *McCarthy* , the relevant worker had joined the CFMEU in circumstances where that worker did not work in an occupation covered by the CFMEU eligibility rules.
59. The CFMEU sought to represent the Applicants who were employed as “Group B Truck Drivers” under the relevant industrial instrument.
60. In determining the CFMEU could not represent workers who were not covered by the CFMEU eligibility rules, the Full Bench said the following:

[36] There is authority on the issue of representation by organisations which we think is relevant to the phrase “an organisation ... that is representing the person” in s.596(4)(b)(i) of the FW Act, despite the authority having been given in another context.

[37] In *R v Dunlop Rubber Australia Limited and Others; Ex parte Federated Miscellaneous Workers' Union of Australia*, the High Court stated:

“It seems implicit in the principle, in the forms in which it has been stated and restated, that you cannot have a body, whether incorporated or not, standing in the place of the industrial group or class and formulating demands in its interest unless that body occupies such a place because it is constituted for the purpose and is recognised as presenting the group or class ...

... We are concerned with a principle developed by the Court for determining the scope within which a body recognised by the industrial law may represent a class or act in its supposed interest. A test which the industrial law approves or allows for determining who are eligible as members of an organised body registered under its provisions surely may in such circumstances be adopted as a sufficient criterion for ascertaining or defining the group or class in the place of which it stands for industrial purposes or which it ‘represents’.

The result of the foregoing is that it was not beyond the capacity of the organisation to formulate industrial claims in the interests of that group or class ascertainable by reference to the ‘conditions of eligibility’ prescribed by its rules and the claim of the prosecutor that the operation of any award made by the Commission should be limited to those engaged in or in connexion with the rubber industry must be rejected.”

[38] In *R v Clarkson; Ex parte Victorian Employers' Federation*, 9 Menzies J stated:

“In the field of industrial relations, every consideration is in favour of simplicity as opposed to complexity and the simple rule adopted in the Dunlop Case—that an organization can represent the group belonging to it as members in accordance with its conditions of eligibility -is greatly to be preferred to some different rule that would always throw open to examination the capacity of an organization, a party to the dispute, to represent some of those who are its members according to its conditions of eligibility by reason of the particular description of the industry in or in connexion with it when it became registered. Industrial tribunals should be spared such subtleties and the Dunlop Case should be applied in its full scope.

It was suggested that so to decide would be to depart from *Reg. v. Watson; Ex parte Australian Workers' Union*. That is mistaken. The decision there

was that a union could not represent workers outside its conditions of eligibility, an entirely different matter. "[Footnote omitted]

[39] In *Clarkson*, Gibbs J stated:

"I regard it as established by *Reg. v Dunlop Rubber Australia Ltd.*; *Ex parte Federated Miscellaneous Workers' Union of Australia* that for the purposes of the Act an organization is entitled to represent a group or class comprising all those persons who are eligible to be its members even though that group or class extends beyond the industry in or in connexion with which the organization is registered. No reason has been advanced that would persuade me to depart from this decision, or to hedge round with qualifications the clear and simple principle for which it is authority."

[Footnotes omitted]

[40] In *R v Williams and Others*; *Ex parte The Australian Building and Construction Employees' and Builders Labourers' Federation*, the majority of the High Court stated:

"The eligibility provisions in the rules of a registered organization of employees serve the function of defining the general area or areas of industry or industrial pursuit from which members can legitimately be drawn and with which the organization can legitimately be concerned (see *Reg. v Dunlop Rubber Australia Ltd.*; *Ex parte Federated Miscellaneous Workers' Union of Australia*; *Reg. v Clarkson*; *Ex parte Victorian Employers Federation*; *Co-operative Bulk Handling Ltd. v Waterside Workers' Federation of Australia*). Since such eligibility provisions constitute a reference point for courts, commissions, employers, employees and other organizations in determining or ascertaining an organization's proper coverage and field of operation, they must be construed objectively (see *Reg. v Aird*; *Ex parte Australian Workers' Union*; *Reg. v Cohen*; *Ex parte Motor Accidents Insurance Board*) ...

...As has been mentioned, eligibility provisions in the rules of a registered organization constitute a reference point for persons apart from those involved in any particular case. The scope of such provisions can be of importance to the Commission in considering and determining applications for alterations to the rules of both the organization involved and other organizations, in determining whether an industrial dispute exists and in the processes of conciliation and arbitration for the settlement of such disputes. Their scope is of importance to employers in determining the organization or organizations with which they should be concerned to deal and negotiate and to employees in determining which organization or organizations they are entitled to join." [Footnotes omitted]

61. The Full Bench went on to say:

[47] In our view, the phrase “an organisation ...that is representing the person” in s.596(4)(b)(i) of the FW Act does not include any registered organisation a person has simply chosen to represent them and/or which simply agrees to represent them, as suggested in the submissions filed on behalf of Mr and Mrs McCarthy. We have come to this view for the following reasons.

[48] Such an interpretation of the phrase would undermine the scheme of the FWRO Act. The FWRO Act's criteria for registration of associations, its rule requirements and its representation order provisions are concerned with the specification of the persons an organisation is entitled to industrially represent. The interpretation of the phrase as suggested in the submissions filed on behalf of Mr and Mrs McCarthy would mean, for example, that a person would not need the permission of the FWC to be represented in their matter before the FWC by a lawyer, as required by s.596(1) of the FW Act, if their lawyer is an employee of any union which has simply agreed to represent them. They would not need the permission required by s.596(4)(b)(i) of the FW Act notwithstanding the existence of a FWC order pursuant to s.133(1)(c) of the FWRO Act that the union is not to have the right to represent under the FW Act the industrial interests of a particular class or group of employees, which includes the person, who are eligible for membership of the union.

[49] Further, such an interpretation of the phrase would also be inconsistent with the earlier referred to jurisprudence on representation by organisations.

[50] In addition, the Explanatory Memorandum in respect of now s.596 of the FW Act does not support such an interpretation of the phrase. The Explanatory Memorandum states that “individuals ...can be represented by ... a ...officer or employee of an organisation of which they are a member.” The rules of an organisation specify who can be members of the organisation. The Supplementary Explanatory Memorandum in respect of now s.596 of the FW Act refers to maintaining the position in s.100 of the WR Act. Section 100(2) of the WR Act stated that, subject to the WR Act and any other Act, a party to a proceeding before the then Australian Industrial Relations Commission (AIRC) could be represented only as provided by s.100. Sections 100(3) and (4) of the WR Act provided that a party may be represented by counsel, solicitor or agent if, amongst other things, the AIRC granted leave for the party to be so represented. Section 100(11) of the WR Act, relevantly, only entitled a party to be represented by a member, officer or employee of a registered organisation of which the party was a member.

[51] We recognise that other provisions of the FW Act specifically refer to an organisation having to be entitled to represent the industrial interests of a relevant person. For example, s.176(3) of the FW Act provides that an employee organisation or an official of an employee organisation “cannot be a bargaining representative of an employee unless the organisation is entitled to represent the industrial interests of the employee in relation to work that will be performed under the agreement.”

[52] However, we are unable to conclude the phrase “an organisation ...that is representing the person” in s.596(4)(b)(i) of the FW Act can be interpreted as suggested in the submissions filed on behalf of Mr and Mrs McCarthy, in the absence of a clear legislative intent to depart from the principles in the scheme of the FWRO Act and the jurisprudence on the issue of representation by organisations. Such legislative intent to depart would need to be discernible from express words. However, nothing in the language of s.596(4)(b)(i) provides any clear or unambiguous indication that the legislature intended that those principles were altered by the operation of that provision.

[53] There was insufficient material before the Commissioner to establish whether the CFMEU was “an organisation ...that is representing” Mr and Mrs McCarthy, within the properly construed meaning of that phrase in s.596(4)(b)(i) of the FW Act.”

62. By reason of those matters set out above, Mr Fuller’s assumption “that a number of workers previously employed on building projects have moved into the civil sector and maintained the CFMEU membership” has no relevance to that unions eligibility rules.
63. As can be seen in *McCarthy* , these are not matters for debate. There is no nuance regarding the principles that apply. A union’s capacity to represent a worker has been considered extensively by the High Court.
64. It is of serious concern to the AWU that a person in Mr Fuller's position would ignore over a century of jurisprudence and express erroneous opinions on well settled principles that apply in the industrial relations system since the beginning of the twentieth century.

The Dilemma

The CFMEU is well within its rights to pursue its membership coverage and Agreements

It consistently obtains higher wages in it's Agreements

It's agreements are more rigid than existing Civil Agreements

The AWU appears to have solid working arrangements with contractors that suits both

The demise of the ABCC gives the CFMEU more freedom to pursue its interests

The other unions have felt aggrieved by the AWU and have joined forces with the CFMEU

65. Further to those matters set out above, it is of serious concern to the AWU that Mr Fuller as adopted a “hyper partisan” approach in relation to the CFMEU.

Just to Confuse even more

It is important to understand that we do not have a demarcation issue. Demarcations are about which trade or occupation actually undertakes the work, not which union represents the workforce.

The confusion comes from the days when the unions were trade based and the division of labour also meant the division of union membership.

There are very few genuine demarcation disputes in the modern era.

Legislators have enacted laws that provide for unions to be registered to cover certain workers. They have also created Freedom of Association laws that do not include a reference to what unions have rights to cover. Then to top it off a Union in agreement with an employer may establish an Enterprise Agreement that (under certain conditions) gives that union the right to represent workers, that its rules do not cover.

66. Mr Fuller's contentions above are confused because they are plainly wrong based on those matters set out above.

67. Mr Fuller's opinion that "*demarcations are about which trade or occupation actually undertakes the work, not which union represents the workforce*" is simply wrong.

68. The s 6 of the FW(RO) Act defines demarcation dispute in the following way:

“demarcation dispute” includes:

(a) a dispute arising between 2 or more organisations, or within an organisation, as to the rights, status or functions of members of the organisations or organisation in relation to the employment of those members; or

(b) a dispute arising between employers and employees, or between members of different organisations, as to the demarcation of functions of employees or classes of employees; or

(c) a dispute about the representation under this Act or the Fair Work Act of the industrial interests of employees by an organisation of employees.

69. It is of serious concern to the AWU that Mr Fuller would express opinions that are simply wrong, in circumstances where FW(RO) Act is readily available through Austlii or the Federal Register of Legislation.

70. Further, by reason of those matters set out above, Mr Fuller's contention regarding the application of “freedom of association” principles is also plainly wrong.

What does that mean for us

There are very few avenues open to us ,as third party, to pursue.

A demarcation provision in an EBA probably cannot require a worker to belong to a particular union, or not belong.

Whilst the government can require many things, of people that it contracts with, it is unlikely to be able to dictate by contract which union any worker should belong to.

In theory it is possible to facilitate negotiations between the unions for their own memorandum of understanding . However that requires the unions to be willing participants .

When ,and if ,they can be persuaded to create such a memorandum then a solution is possible.

71. Coverage clauses in Enterprise Agreements are not uncommon and were adopted in major construction agreements during the Bechtel's construction of LNG plants on Curtis Island.
72. However we have no confidence to engage with Mr Fuller by reason of the those opinions set out above.

Moving Forward

73. The purpose of this correspondence was to address the inaccuracies of Mr Fuller's email correspondence of 25 July 2023 and record the serious concerns the AWU has regarding the inaccurate information distributed by Mr Fuller.
74. In particular, given the inaccurate information contained in Mr Fuller's email correspondence, his obvious bias in favour of the CFMMEU; and his prejudicial opinions of the AWU, a strong inference can be drawn that any advice provided by Mr Fuller regarding the AWU's interests in relation to the Best Practice Industry Conditions (**BPIC**) would necessarily be infected with bias against the AWU.
75. Such bias has the real potential to undermine the fairness and transparency of any decisions made by Ministers and senior departmental office rs in reliance of Mr Fuller's advice as they relate to the legitimate and lawful interests of the AWU as a registered organisation pursuant to the FW(RO) Act.
76. Further, we require that your department will take immediate steps to ensure that all administrative and Ministerial decision making regarding the interests of the AWU and BPIC are made in a way that is impartial and compliant with the *Public Sector Ethics Act 1994* and, inter alia, the "Public sector principles" set out in ss 39(2)(b) and (c) of the *Public Sector Act 2022* , namely:

" ...

- (b) ensuring accountability, integrity and support of the public interest;

(c) ensuring independence, transparency and impartiality in giving advice and making decisions;

...”

The AWU stands ready to support the Palaszczuk Labor Government's civil infrastructure projects to deliver benefits for Queensland communities.

If you require any further information in relation to this matter please contact Stacey Schinnerl, Branch Secretary on [REDACTED]

Yours sincerely ,

[REDACTED]

STACEY SCHINNERL
BRANCH SECRETARY
THE AUSTRALIAN WORKERS ' UNION (QUEENSLAND BRANCH)

cc.

The Hon Anastacia Palaszczuk (Premier of Queensland and Minister for the Olympic and Paralympic Games)

The Hon Steven Miles (Deputy Premier and Minister for State Development, Infrastructure , Local Government and Planning and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure)

The Hon Cameron Dick (Treasurer and Minister for Trade and Investment)

The Hon Grace Grace (Minister for Education, Minister for Industrial Relations and Minister for Racing)

The Hon Mark Bailey (Minister for Transport and Main Roads and Minister for Digital Services)

The Hon Glenn Butcher (Minister for Regional Development and Manufacturing and Minister for Water)

Assistant Minister Bart Mellish (Assistant Minister to the Premier for Veterans' Affairs and the Public Sector)

Ms Rachel Hunter (Director -General , Department of Premier and Cabinet)

Mr Michael Kaiser (Director -General, Department of State Development, Infrastructure , Local Government and Planning)

Mr Paul Martyn (Director -General , Department of Energy and Public Works)

Mr David Mackie (Public Service Commissioner)

Mr Peter McKay (Deputy Director -General, Office of Industrial Relations)

Ms Maryanne Kelly (Acting Under -Treasurer)

Ms Linda Dobe (Acting Director -General, Department of Regional Development and Manufacturing and Water)

Ms Sally Stannard (Acting Director -General, Department of Transport and Main Roads)

Ms Sharon Bailey (Deputy Director -General and Chief Advisor, Procurement)

Ms Bernadette Zerba (Deputy Director -General, Regional Economic Development)

Mr Trevor Dann (Department of Regional Development, Manufacturing and Water)

Ms Tamerlan Van Alphen (Deputy Chief of Staff, Office of the Premier)

Mr Ryan Murphy (Consultant, OneIRC)