APPLICATION BY THE ADMINISTRATOR OF THE CFMEU TO CROSS-EXAMINE A WITNESS

RONALD GOLDSTOCK

INTRODUCTION

1. Under paragraph 14 of Amended Practice Guideline No. 4 (PG4), the Administrator of the CFMEU (**the Administrator**) seeks leave to cross-examine Mr Ronald Goldstock.

BASIS FOR CROSS-EXAMINATION

2. Mr Goldstock provides an expert opinion which will presumably be used to substantiate policy and possibly legislative change that affects both the CFMEU and the construction industry as a whole. Given the CFMEU Administrator's position within the industry, and the experience of the Administrator to date in implementing changes to the CFMEU, the CFMEU ought to be able to challenge and contextualise those recommendations by Mr Goldstock, in order to fairly make submissions to this Commission as to the weight and applicability of Mr Goldstock's opinion.

Question 5: the effect of an administration, and the need for cultural change

3. At Question 5, Counsel Assisting asked Mr Goldstock what factors tell for and against enduring reform when the administrator of a union is removed, and how he regards the prospects of enduring reform without other controls in place. Mr Goldstock concludes that an administrator is "helpful but insufficient", and that permanent programs are required to protect against future problems (Report at 6.2(a)).

4. That opinion bears directly on the Administrator. The materials provided to Mr Goldstock contained nothing about the Administration or the measures it has implemented since 23 August 2024 (Letter of instruction dated 14 July 2026, Index of Documents). The evidence of Mr Irving KC and the bi-annual reports of the Administrator, which are in evidence, describe those measures. Cross-examination will allow the Commission to have Mr Goldstock's opinion on the measures actually in place.

Whole of industry reform

5. Mr Goldstock's recommendations at 7(c) to (e) for member education, background and financial checks of officeholders, a compliance office and an Inspector

General within the union engage clause 3(f) of the Commissions of Inquiry Order (No. 2) 2025 (Qld) (Order). Clause 3(f) directs the Commission to review whether law or policy change is needed, including changes relating to the implementation of a "fit and proper person" test for all union officials (clause 3(f)(ii)) and ensuring the Misconduct is prevented (clause 3(f)(iii)).

6. Mr Goldstock's evidence is that corruption in the construction industry involves contractors as well as unions. Contractors are "motivated to reach out to anyone with the ability … to help them gain an economic advantage" (Report at 5.3), and union power can be used to enforce bid-rigging and monopolisation by contractors (Report at 2.4).

7. His recommendations at 7(h) to (m) and 7(p) to (t) for integrity monitors and the licensing of contractors and other industry participants are directed to the construction industry as a whole. On his evidence, measures directed at the CFMEU alone would leave the incentives on contractors in place. Those recommendations therefore bear on any recommendation the Commission makes about the CFMEU, and engage clauses 3(a)(vii), 3(f) and 3(g) of the Order.

TOPICS FOR CROSS-EXAMINATION

8. The Administrator seeks to cross-examine Mr Goldstock in respect of:

   a. the information provided to him about the Administration and the measures it has implemented since 23 August 2024, and whether that information would affect his answers to Question 5 (Report at 6.1 and 6.2);

   b. his recommendations at 7(c) to (e) for member education, background and financial checks of officeholders, a compliance office and an Inspector General, and whether measures of that kind within the union, including an integrity unit, can provide the permanent safeguards he describes at 6.2(a);

   c. his recommendations at 7(h) to (m) and 7(p) to (t) for integrity monitors and the licensing of contractors and other industry participants, and their application to the construction industry as a whole, including the role of contractors in corruption in the industry (Report at 2.4 and 5.3), and whether Mr Goldstock has considered any existing Australian licencing schemes (for example, the Labour Hire Authority in Victoria), in providing is opinion (see Recommendations 7(d), (l) and (m));

   d. his opinion at 4.1 that criminal groups "do not appear to control the union at this time", and the period to which that opinion relates;

   e. the extent to which Mr Goldstock considered existing crime, industrial

relations and corruption agencies in Australia in forming his opinions in his report (for example, recommendation (m)); and

f. The themes and notions contained within any 'RICO' statutes and their purported benefits, within the context of existing legislative frameworks within which the CFMEU operates, including the *Criminal Code Act 1995* (Cth) and *Criminal Code Act 1899* (Qld); proceeds of crime legislation at both a state and federal level; the availability and use of the Australian Criminal Intelligence Commission and other coercive organised crime focused bodies. Mr Goldstock does not profess to give an opinion in respect of particular legislative change, and the limits of the applicability of his evidence in this regard is sought to be tested and contained (see 7(f), (n) and (o)).

DOCUMENTS RELEVANT

9. The Administrator may take Mr Goldstock to the following documents, which are contained in a bundle at Annexure A for ease:

   a. the passages of the bi-annual reports of the Administrator that describe the governance and integrity measures implemented by the Administration; and

   b. the two statements of Mr Mark Irving KC.

TIME REQUIRED

10. The Administrator's time estimate for cross-examination is no longer than **30-45 minutes.** Counsel understands that 30 minutes may be available, and will endeavour to conclude within that time where possible.

Chris O'Grady KC
Amelia Hughes
Felicity Fox
Counsel for the Administrator of the CFMEU
28 October 2026

SENATOR THE HON MURRAY WATT
MINISTER FOR EMPLOYMENT AND WORKPLACE RELATIONS

MS25-000129

Senator the Hon Sue Lines
President of the Senate
Parliament House
CANBERRA ACT 2600

Dear President Sue

Pursuant to standing order 166, relating to the presentation of documents when the Senate is not sitting, I present to you the first report from the administrator of the Construction and General Division of the Construction, Forestry and Maritime Employees Union (the Division), Mark Irving KC.

The report was provided to me by the administrator under section 323T of the *Fair Work (Registered Organisations) Act 2009* (FWRO Act).

The report is required to include a copy of a general purpose financial report for the Division and the preceding 6 month period paragraph 323T(2)(c) of the FWRO Act. The administrator has advised that as the general purpose financial report encompasses financial activity up to 23 February 2025, it could not be included in this report, which was due for delivery to me by that day. I am assured in the letter from the administrator also enclosed for tabling that the general purpose financial report will be provided to me promptly. I will separately table that document when I am able to do so.

Yours sincerely

[redacted]

MURRAY WATT 24/2/2025

CFMEU ADMINISTRATOR
MARK IRVING KC

Monday 24th February 2025

Senator The Honorable Murray Watt
Minister for Employment and Workplace Relations
By email: [redacted]

Dear Minister,

I refer to s 323T (2) (c) of the FWRO Act. That provision requires a general purpose financial report for the 6 months preceding the giving of the report.

I am concerned that the provision appears in conflict with the requirements of s 323T (1) which requires that I must provide to the Minister a report about the operation of the scheme no later than six months after the Construction and General Division is placed under Administration.

It is impossible to produce a general purpose financial report for the period 23 August 2024 - 23 February 2025 when the date on which the report is due is 23 February 2025.

In satisfaction of the obligations, I have taken steps to ensure that such a general purpose financial report is created for the period 23 August 2024 to 23 February 2025. The general purpose financial report will be finalised promptly and provided as soon as it is finalised.

[redacted]

Mark Irving
Administrator

CFMEU ADMINISTRATOR
MARK IRVING KC

First Bi-Annual Report of the CFMEU Administrator

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Introduction and overview

1. The Administration has commenced its weighty task. It is pursuing its core function of rebuilding the Construction Division of the CFMEU as a strong, democratic, member controlled, industrially proactive and effective Union, enduringly free of corruption and criminal influence. It has taken steps to ensure the union continues to serve its members, works to keep members safe, fights to protect and improve the working conditions and the lives of members. It has sought to address corruption and confront menacing conduct within the union and within the industry. It has done so in the shadow of an unresolved High Court challenge which has impeded the prompt implementation of the strategic plans of the Administration.

2. As detailed below, the Administration has conducted a series of investigations that has shone light on some of the corrupt conduct in and criminal infiltration of the industry, an area in which much work still needs to be done. It has established an Integrity Unit which receives and deals with complaints, some of which are anonymous.

Overview of the operation of the Administration

3. Very broadly speaking, under the FWRO Act and the scheme the elected leadership of the Construction Division of the Union in NSW, Victoria, Queensland, NT, Tasmania and South Australia were removed from office and the powers of the holders of various offices were vested in the Administrator. There were 12 full time officers of the Union who filled senior leadership positions whose employment was immediately terminated when they were removed from office as the result of the scheme. There are cognate laws and schemes in Queensland and New South Wales governing related CFMEU bodies under those local laws.

4. Those vested powers have been exercised personally by the Administrator or by various persons appointed by the Administrator. In NSW, SA, Queensland and Victoria the Administrator has appointed Branch Executive Officers to exercise delegated powers. The day-to-day operation of those Branches occurs through those Branch Executive Officers. Further, the Administration has engaged staff (currently five principal senior staff and five other support and professional staff members) in an office in Melbourne. Some of the powers are exercised through those staff. The approximately 320 employees of the Division remain employed in the various Branches across Australia and the National Office of the Union.

5. The central functions of any Union are to serve its members, work to keep members safe, to improve their working conditions and their lives. The Administrator has facilitated the continued performance of this role by the CFMEU. Organisers and delegates have remained vigilant and proactive in ensuring that the safety of members is paramount in this dangerous industry. Members continue to be provided services by the Union. The Union continues to take steps to ensure the making of enterprise agreements to improve conditions of members. The Administration has worked co-operatively with the FWC to ensure that applications for the approval of enterprise agreements in the construction sector are dealt with lawfully and as expeditiously as applications for the approval of enterprise agreements in other sectors of the Australian economy.

6. Membership of the Union is strong, and the financial position of the Union remains hale and robust. The Administration has been supported by the continued loyal service of the overwhelming majority of employees in the Division who are steadfastly working to improve their Union, have ensured that the interests of members are central to all our decisions and who share a genuine commitment to the building of a strong member focussed Union where all participants are meeting the community's expectations.

7. It has been appropriate to suspend and investigate, and in some cases terminate the employment of, various employees. In some cases, resignations have been accepted; in others summary dismissal has occurred. An application to the FWC for a certificate by one of the removed officers, a former senior official from South Australia, was withdrawn

after the finalisation of a report into allegations that he misused his position in a variety of ways.

The shadow of the High Court

8. Shortly after the Administration was established proceedings were commenced in the High Court that challenged the legality of aspects of the Administration. The Administrator filed a submitting appearance. Much of the Administration has been conducted in the shadow of the High Court proceeding, which at the time of writing has not been determined.

9. The Administration has developed a strategic plan to take steps to address the matters dealt with in the Act and the scheme. The practical implementation of some aspects of the plan, and educating CFMEU staff about its details, has been affected by the continued uncertainty concerning the legality of the FWRO Act. A few examples suffice. An effective whistleblowing procedure requires participants to trust that the recipient of information will not use it to further victimise the complainant. Uncertainty about whether the former leadership is returning to power has, in some cases, impeded the Administration in obtaining full and frank disclosures from complainants. Further, some important reforms in the sector involve retraining a range of persons within the Union. To do so requires the building of capacity to deliver the training, establishing a structure by which training is provided, the development of programs, and the delivery of training to an audience receptive to training. In circumstances where the previous leadership could be reinstated as the result of the High Court proceedings the engagement of the best new staff, reallocating resources and performing the necessary work has been stymied. Another example is 'buy in' of industry participants to reform. There is little incentive for employees, delegates, employers and employer peak bodies to fully commit to a reform agenda when some members of the former leadership have intimated that full collaboration with the Administration may result in a further cycle of retaliation.

10. Some things can be done now and have been done. Some preparation for further action can be done now, and plans have been developed. But some steps must await the resolution of the uncertainty in the Union and the industry created by the High Court's judgment being pending.

Corruption

11. Corruption within the Union makes it weaker. Corruption subverts democratic processes. It diverts the attention of leaders – be they delegates or organisers - from performing their core function of placing the interests of the members first. The loss of control in some Branches to the malign influences of organised crime and outlaw motorcycle gangs has rendered the Union industrially fragile. Delegates and organisers under such influences serve two masters: the members and the corrupt.

12. Corruption within the construction industry is endemic in many jurisdictions. This does not mean that corruption should be allowed to fester or that the Union or the industry should surrender to such arrangements as if they were inevitable. Corruption can be addressed on an individual basis by identifying the corrupt, removing them and holding them to account. It can also be addressed systemically by modifying the practices of the industry. It can also be addressed culturally, by educating about acceptable behaviour, providing training, selecting value driven leaders and thereby changing conduct. The Administration is committed to this task within the CFMEU, but employers too must commit to the task.

13. Some areas of corruption within the construction industry have been allowed to survive and, in some cases, thrive for decades. Union values include openness, honesty, accountability and transparency. Values of organised crime include retribution, retaliation and a code of silence. In recent years some Branches of the Union have made themselves weak and a target because they have existed within, and have perpetuated, and has failed to confront a culture of violence and retaliation, enforced by a code of silence. Some Branches have allowed a role for organised crime and outlaw motorcycle gangs in the industrial relations system. Some employers have been complicit, and in some cases drivers of, that culture and engage organised crime figures and outlaw motor cycle gangs in the conduct of their industrial relations. The infiltration of crime figures and gangs in industrial relations in the construction industry creates a whole industry problem.

14. Rooting out those who have engaged in and perpetuate an unacceptable culture of corruption within the Union is a work in progress. Effecting the necessary broader systemic and cultural changes across industry will take longer. The Administration is examining the skills make up in Branches, working on training, accountability and development of an organisational wide culture which aligns to the values of the membership. It is developing relationships with industry actors which will enable it to work together to address the identified blight.

15. The Administration has disrupted some corrupt business models. The role of organised crime and outlaw motorcycle groups in the industry has been retarded but has also evolved. The removal of certain former leaders has interfered with established relationships and arrangements. The involvement of some bad faith actors has been the subject of investigation. Some have been referred to various law enforcement authorities. Much remains to be done.

16. The matters identified above concerning corruption within the industry operate differently in different parts of Australia. The fact that some Branches and employers in some jurisdictions have embraced a culture in which organised crime has been legitimised does not mean all Branches are infected by the same model. One size does not fit all.

Menacing conduct

17. The Administrator has established a policy prohibiting menacing conduct by employees of the Union: see cl 9 (1) (c) of the scheme. The Administrator has met with all organisers in Australia. He has explained his expectations concerning appropriate behaviour. The Administrator has developed the policy and written to all employees enclosing a copy. He has taken disciplinary action under the policy against employees who have contravened it.

Whistleblowers

18. The Administration has established an Integrity Unit and a Whistleblowing and Complaints Policy. A whistleblowing and complaints website is maintained. It allows for anonymous complaints to be received from any person about a range of improper and unlawful conduct within the industry. The existence of the website is made known to those within the industry. There are links to it from various CFMEU websites. The existence of the site has been brought to the attention of various stakeholders within the industry. The Administrator has written to each of the employees of the CFMEU alerting them to the website.

19. Various concerns have been raised through our Integrity Unit and via other sources. The information received from those sources is analysed and triaged. How that information is treated depends on a number of factors, including its source, and the nature of the information, and the means by which it is communicated to the Administration. The Administration has developed processes to ensure that appropriate action is taken in response to requests for help.

20. Some information is required by legislation to be kept confidential. That has occurred. Other types of information are not covered by the statutory confidentiality scheme, but the nature of the information and the circumstances in which it is shared are such that confidentiality should be afforded to it. Some information concerning certain criminal offences is referred to police forces. Some is referred to other law enforcement bodies using the methods discussed below. Where appropriate, other information is referred to different Branches for action (such as employees raising concerns about safety issues or underpayments at their workplaces). Others are the subject of inquiries by the Administration team which, in some cases, has resulted in disciplinary action by the Administrator.

21. Anonymity is important. This is an industry that has been characterized by the creation of blacklists over a long period of time by a variety of players within the industry. It is important to develop a culture of trust which will empower and enable people to raise complaints with the Administration confident in the knowledge that their requested confidentiality is not compromised.

Inquiries and Investigations

22. One of the responsibilities of the Administrator is to undertake investigations into practices, past or present, within Union. The Administration has undertaken certain investigations and inquiries, some of which are detailed below. A copy of three of those reports is annexed. When the Administration was established Geoffrey Watson SC had partially completed a report into certain conduct within the Victorian Branch. The Administrator directed him to continue with that report, and it was duly provided. The report found:

> *'...the Victorian Branch has been caught up in a cycle of lawlessness, where violence was an accepted part of the culture, and threats of violence were a substitute for reasoned negotiations.... In this cycle of intimidation and violence, the CFMEU had lost control.'*
> *'I found a stubborn refusal, amongst officials, to involve the police. It was almost as though the police were regarded as enemies....'*
> *'Victorian Branch officials have not only engaged in threatening and abusive behaviour – they have also been subjected to threats, violence or abuse in connexion with their work for the union...'*

23. The Watson report made a series of recommendations. They were each adopted and implemented.

24. An inquiry was commissioned by the Administration into certain conduct of Darren Greenfield, Rita Mallia, Michael Greenfield and Rob Kera, the former secretary and other Senior Executive office holders of the NSW Branch who were removed from their employment and their offices as a result of the legislation. The inquiry was conducted by Geoffrey Watson SC. The report was received in early February 2025.

25. The Watson Greenfields report found that:

- Each of the President, Rita Mallia, the Secretary, Darren Greenfield, Assistant Secretary, Rob Kera, and another Assistant Secretary, Michael Greenfield committed multiple serious contraventions of the duties they owed to the members of their Union. Each of them breached their duty of care and diligence and duty of good faith in relation to the financial management of their Union.
- In addition, Darren Greenfield and Michael Greenfield also breached their duty to their Union by using their position to gain an advantage for themselves. Each of these contraventions were serious and warrant prosecution and the imposition of substantial civil penalties.
- Each of these contraventions caused the Union and its members damage of up to $4 million. The Union has already recovered $3.1 million of the misappropriated funds. The Union is entitled to recover several hundreds of thousands of dollars from Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield for the damage which they caused.

- Further, in the instance of Darren Greenfield, the contraventions are more serious and warrant his prosecution on criminal charges for recklessly failing to discharge his duties in good faith and using his position dishonestly with the intention of directly gaining an advantage for himself and his son.
- Contraventions should be referred to the Fair Work Commission (FWC) to consider commencing proceedings for the imposition of civil penalties on members of the Executive, as well as those, possibly including legal representatives identified in this report, who were involved in such contraventions.

26. The Watson Greenfields report made several recommendations concerning the referral of certain matters to the Fair Work Commission and the police for further investigation and prosecution. At the time of writing, the subjects of some of those recommendations have been given 14 days to explain why the Administrator should not adopt those recommendations. The report also identified a series of flaws in the governance structures and accountability measures within the Branch. The investigation and findings help inform the Administration in addressing those issues within the branch, and across the whole Division.

27. An inquiry was commissioned by the Administrator into certain conduct of Marcus Pare, the former Assistant Secretary of the South Australian Branch who was removed from his employment and his office as a result of the legislation. The inquiry was conducted by an independent barrister. After receipt of an interim report in December 2024, a further final report was commissioned. That final report was received in early February 2025. The final report found that Mr Pare had contravened his obligations to the Union in a series of ways, resulting in significant loss to the Union. That report has made several recommendations concerning the referral of certain matters to the Fair Work Commission for further investigation and prosecution. At the time of writing, Mr Pare has been given 14 days to explain why the Administrator should not adopt those recommendations. The report also identified a series of flaws in the credit card policies, governance structures and accountability measures within the Branch. The investigation and findings help inform the Administration be addressing those issues within the Branch, as well as further reform within the organisation across the whole Division.

28. In early February 2025 the Administrator commenced an inquiry into violence and menacing conduct within the construction industry in Queensland. The inquiry will cover both conduct by employer as well as conduct by Union employees. On announcing the inquiry, the Administrator stated:

- 'The inquiry will work with all within the industry to address allegations of violence. It will work with staff internal to the Union. It will work with police, regulators, others within the union movement and employers'.

- 'A culture of violence – actual and threatened – within the construction industry makes the Union weaker, not stronger. In the years leading to the Administration the Union in Queensland has made itself weak and a target because it has existed within, and has perpetuated, and its former leadership has failed to confront, a culture of violence and retaliation against organisers and a cycle of retaliation against employers and retaliation against those who spoke up against leadership and vested interests, and against delegates and against employees of the union itself'.
- Union values include openness, honesty, accountability and transparency. Values of organised crime include retribution, retaliation and a code of silence. Anyone who confuses the values of organised crime for union values will not be working in the Union.

29. These inquiries do not only serve the purpose of holding officers and employees to account for wrongdoing. They shine a light on the cultural and structural problems that must be addressed to achieve the purposes of the Administration. They allow the Administration to better understand how processes have been corrupted, the breadth of unacceptable behaviour and the drivers of it both at an individual and systemic level.

Co-operation with law enforcement and regulatory bodies

30. In the 5 years before the commencement of the Administration the CFMEU and its officers have been found to have breached industrial laws on 1163 occasions and incurred $10,628,861 in penalties in respect of those breaches. This is in stark contrast with the 9 other largest Unions who, taken together, have been found to have breached industrial laws on 37 occasions during the same period. The legal costs incurred by the CFMEU – all of which involve funds from members – in defending these proceedings over that period are monstrously large. Unlawful conduct and simply paying enormous penalties had become part of the business model of the Union. This must end.

31. The Act and the scheme impose on the Administrator the responsibility of cooperating in numerous ways with law enforcement agencies and regulators. That responsibility has been satisfied in a variety of ways. The Administration has regular meetings with the FWC, the FWO, and the AFP. It further contacts regulators on an ad hoc basis to deal with issues as they arise. It participates in a range of industry fora in which regulators are represented. It has also met with other stakeholders in the industry, including major employers and peak bodies.

32. In addition to these principal regulators, the Administration has developed relationships and met with regulators and police forces in various jurisdictions across Australia, whether that be Victorian Police, Worksafe in its various iterations and Labour Hire Agencies.

33. Matters that come to the attention of the Administrator may fall within the remit of a wide range of agencies. For example, an assault on or by an organiser might properly be a matter that should be brought to the attention of the local Worksafe agency, the FWO, the FWC, the local police authority, the local labour hire agency, and the AFP. The Administrator has been supportive of the establishment and operation of the joint agency working group which operates as a centralised clearing house between the various agencies so that matters referred by the Administrator to the working group can be distributed amongst the relevant agencies pursuant to agreed relationships between them.

34. As noted elsewhere in this report, pursuant to various inquiries conducted by the Administration certain matters may be referred to specific police forces and regulators for further investigation and prosecution. In these scenarios, the cooperation of the Administrator will extend to providing the underlying documentary material to enable those authorities to proceed promptly to act on the alleged contraventions of the law identified by the Administration.

Various other matters

35. Clause 12 (a) of the scheme, titled Disciplinary action, concerns a process for the expulsion etc of members and others. The process has been developed. No member has yet been expelled under that process. Clause 13 (1) of the scheme provides that the Administrator may, at any time during the Administration, appoint a Special Purpose Auditor to undertake a special purpose audit. The Administrator has done so. The Administrator has not arranged for the conduct of any elections for offices under clause 14. The register of members has been appropriately kept and maintained: cl 9 (1) (d). The Divisional Rules have not been changed: rule 9 (1) (b).

Mark Irving KC
Administrator
21 February 2025

Attachments

1. Geoffrey Watson Interim Report
2. Chris Kummerow Marcus Pare Report
3. Geoffrey Watson Greenfields Report

INVESTIGATION INTO ALLEGATIONS AGAINST THE CFMEU

INTERIM REPORT

1. In July 2024, I was engaged[1] to investigate allegations of criminal and corrupt conduct made against the Victorian and Tasmanian Branch of the CFMEU's Construction and General Division.[2] The allegations which were the subject of my investigation were published in *The Australian Financial Review*, *The Age* and *The Sydney Morning Herald* as part of a joint series of reports known as 'Building Bad'. Those allegations were also aired in an episode of *60 Minutes*. Reflecting the initial letter of engagement, the matters dealt with in this report are narrow in compass. There may be a range of other matters warranting further investigation that fall outside the limited scope of the letter.

2. While my investigation is incomplete, my work so far enables me to make some preliminary observations with a reasonable degree of confidence. In broadest summary, the information I uncovered supported the accuracy of the allegations of criminal and corrupt conduct raised in the 'Building Bad' series. As detailed in this report, I make a series of recommendations for further investigation and other steps to be taken by the Administrator. He has legal powers that I did not possess, enabling him to continue with the investigations noted below.

3. I was engaged to investigate by Zach Smith in his capacity as National Secretary of the CFMEU. Jess Moir was engaged to assist me with my investigation.

4. The manner of the investigation was left to me. Officers and employees of the Victorian Branch were instructed to cooperate with my investigation. During my investigation, I interviewed fifteen officers or employees of the Victorian Branch, including each person who was (at that time) a member of its executive team.[3] Some were interviewed more than once.

5. There were limitations on my ability to undertake the investigation: I had no power to compel witnesses to give evidence or to compel production of documents and I was unable to offer potential witnesses any promises of confidentiality. Part-way through my investigation, I was told that threats of violence had been made, including against members of the executive team of the Victorian Branch.[4] Because of those threats, I was instructed to refrain from contacting certain third parties.

6. On 23 August 2024, the Attorney-General decided to place the Construction and General Division of the CFMEU, and all of its branches, into administration.[5] Mark Irving KC was appointed as Administrator. Mr Irving instructed me to provide this high-level, interim report

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1 My letter of engagement is Annexure A to this report and the terms of reference of the investigation are Annexure B.
2 For convenience, I refer to this as the 'Victorian Branch'.
3 In this report, for convenience, I use the word 'official' to refer to organisers and members of the executive team. By the time of my appointment, John Setka had resigned as Secretary of the Victorian Branch.
4 Further detail is provided at paragraph 18(b) of this report.
5 The decision was made by the Attorney General, under section 323B of the *Fair Work (Registered Organisations) Act 2009* (Cth), having been authorised to do so by the Minister for Employment and Workplace Relations.

and to make recommendations about further investigations the Administrator should undertake.[6] I make seven recommendations.

7. Because my investigation is incomplete, I am unable to make specific findings about the conduct of particular officers or employees of the CFMEU (including because I have not had an opportunity to put any of my proposed findings to those people and to hear their responses). However, I have made broad findings about the practices and attitudes that I observed.

8. My observations and recommendations are grouped according to the following five themes, which emerged from my work:

   (a) Lawlessness, threats and violence;

   (b) Connexions with Outlaw Motor Cycle Gangs (**OMCGs**) and organised crime figures;

   (c) The facilitation of (and refusing to facilitate) Enterprise Bargaining Agreements (**EBAs**);

   (d) Appointment of delegates and organisers; and

   (e) Improper transactions.

9. There is overlap between these themes: in many cases, criminal or corrupt conduct in one aspect of the Victorian Branch's operations appears to be the cause or the effect of criminal or corrupt conduct in another aspect of its operations.

A. LAWLESSNESS, THREATS AND VIOLENCE

10. Based on the information uncovered during my investigation, the Victorian Branch has been caught up in a cycle of lawlessness, where violence was an accepted part of the culture, and threats of violence were a substitute for reasoned negotiations.

11. As just one example, I was asked to investigate a specific incident which was captured on video, where a Victorian Branch organiser introduced himself as someone who worked for the union and then threatened two owners of an Indigenous labour hire firm, saying, among other things: "I'll fucking take your soul and I'll rip your fucking head off".[7] When I raised that incident with officials in the Victorian Branch, my impression was that they regarded it as unexceptional.

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[6] I note that s 323K(2A) of the *Fair Work (Registered Organisations) Act 2009* (Cth) provides that "in performing functions and exercising powers as administrator, the administrator may undertake investigations into past practices of the Construction and General Division and its branches". One of the Administrator's functions is "promoting compliance by the Construction and General Division with the laws (including workplace laws) of the Commonwealth, the States and the Territories" (s 323K(3) of the *Fair Work (Registered Organisations) Act 2009* (Cth)).

[7] Nick McKenzie, Ben Schneiders, David Marin-Guzman and Reid Butler, ''Leo the dog': Setka caught on tape delivering threatening message to rival's home', *The Age* (online, 14 July 2024) <https://www.theage.com.au/national/leo-the-dog-setka-caught-on-tape-delivering-threatening-message-to-rival-s-home-20240703-p5jqr2.html>. I note that the published excerpt of the video recording is incomplete. I have seen the full video and the published excerpt did not distort the events that were depicted.

12. That incident was not isolated and such conduct is not new. Since 1992, successive Royal Commissions have made findings about the prevalence of lawlessness and violence in Australia's construction sector.[8]

13. There have been multiple judicial findings that Victorian Branch officials have engaged threatening and abusive behaviour.

14. In 2015, Justice Mortimer – now Chief Justice Mortimer – made the following statements in relation to conduct (by a then Vice-President of the Construction and General Division of the CFMEU) at a Victorian Government construction site:[9]

> *The conduct has in common features of abuse of industrial power and the use of whatever means the individuals involved considered likely to achieve outcomes favourable to the interests of the CFMEU. The conduct occurs so regularly, in situations with the same kinds of features, that the only available inference is that there is a conscious and deliberate strategy employed by the CFMEU and its officers to engage in disruptive, threatening and abusive behaviour towards employers without regard to the lawfulness of that action, and impervious to the prospect of prosecution and penalties. An alternative inference — that the CFMEU weighs up the cost of engaging in such action (that is, likely prosecution and imposition of penalties) and nevertheless concludes it is a collateral cost of doing its industrial business — reflects no better on the organisation or its officials.*

15. Among the officials with whom I spoke, there was a general acceptance that threats, intimidation and violence were part of the landscape in which the Victorian Branch operated.

16. It might be attractive to think that the police could do something to break the cycle and to remove the instigators. But I found a stubborn refusal, amongst officials, to involve the police. It was almost as though the police were regarded as enemies. I was told about specific incidents in which union people had been severely bashed or subjected to threats of violence or death, but no police referral was made. One senior official said he could give me "1000 cases where workers have been stood over and bashed" and said that "all the police do, is turn around and go after unions". Some officials expressed distrust of police because of their personal experiences.

17. I heard, repeatedly, language which I understand to reflect the existence of a code of silence; people were called "dog" or "rat", or were criticized for "talking out of school".

18. Based on information obtained during my investigation, Victorian Branch officials have not only engaged in threatening and abusive behaviour – they have also been subjected to threats, violence or abuse in connexion with their work for the union. It is useful to provide two specific examples:

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[8] See *Royal Commission into Productivity in the Building Industry in New South Wales* (Final Report, May 1992); *Royal Commission into the Building and Construction Industry* (Final Report, March 2003); *Royal Commission into Trade Union Governance and Corruption* (Final Report; December 2015).

[9] *Director of Fair Work Building Industry Inspectorate v Construction, Forestry, Mining and Energy Union* (No 2) [2016] FCA 436 at [140]. That decision was appealed against: see *Construction, Forestry, Mining and Energy Union v Australian Building and Construction Commissioner* (2016) 247 FCR 339 (Allsop CJ, North and Jessup JJ) and *Australian Building and Construction Commissioner v Construction, Forestry, Mining and Energy Union* (2018) 262 CLR 157 (Kiefel CJ, Gageler, Keane, Nettle and Gordon JJ). The appellate proceedings did not disturb the factual findings quoted in this report.

(a) On 30 June 2021, two Victorian Branch organisers were bashed at a site in Hawthorn East. It was a serious attack: one of the organisers lost the sight in an eye. I was told, by a senior official, that the Victorian Branch did not engage with the police but instead "went to Mr Gatto to negotiate". The senior official told us that "this happens every day".

(b) The other example is one I mentioned earlier. On 14 August 2024, I was informed that threats of violence had been made against senior officials because of a perception that they were "lagging" (I was told that this meant "giving someone up to the cops"). I was told that there was a concern that any enquiries I made, which extended outside the union, would create a risk of violence. For that reason, I was instructed to refrain from making contact with third parties as part of my investigation (including journalists, employers and former delates I had intended to contact). My understanding is that, at the time, the police were not contacted in relation to those threats. However, the threats must have been regarded as real because there was capitulation (in that my inquiry was curtailed).

19. From my investigation, it appeared to me that, in this cycle of intimidation and violence, the CFMEU had lost control.

20. If the Victorian Branch is to cast off the influence of criminals, it would be helpful to have cooperative relationships with law enforcement agencies and regulators.

> ***RECOMMENDATION ONE:***
> *I recommend that the Victorian Branch takes steps to build cooperative relationships with the Victoria Police, the Australian Federal Police and regulatory authorities so that criminal conduct can be dealt with in accordance with the law.*

21. Given the limited scope of my investigation, and the fact that it was incomplete, I am confident there are other serious instances of violence or intimidation I did not uncover. I note that, under s 323B(i)(4) of the *Fair Work (Registered Organisations) Act 2009* (Cth) and clause 9(e) of the Scheme made under that Act, the Administrator is obliged to co-operate with inquiries into the conduct of various CFMEU officers and employees by law enforcement agencies and regulators. Building co-operative relationships will not only enable the Administrator to perform this statutory obligation but will also allow criminal conduct by others within the industry to be dealt with more effectively by those authorities.

RECOMMENDATION TWO:

I recommend further investigative work should be undertaken to identify:

(a) instances where (current) Victorian Branch officials have:

(i) engaged in threatening, violent or abusive conduct;[10]

(ii) been subjected to threats, violence or abuse in connexion with their work for the union.

(b) whether the Victorian Branch has reported threatening, violent or abusive conduct to appropriate authorities (including police).

B. CONNEXIONS WITH OMCGS AND ORGANISED CRIME FIGURES

22. The CFMEU is committed to second chances.[11] In witness interviews, officials emphasized the importance of giving people an opportunity to change their lives. I was told that the construction sector provides vital opportunities for people with a criminal record to find employment. Such opportunities are critical, because, as the Victorian Equal Opportunity & Human Rights Commission has observed, "[i]ndividuals with a criminal record face deep stigmatisation and social exclusion".[12] The Commission has also noted the "value for broader society of individuals with a criminal record being gainfully employed and included in society".[13]

23. However, there is an important distinction between people who are taking an opportunity to change their lives and those who are engaging in on-going corrupt or criminal conduct. There is also an important distinction between people working in the construction industry in ordinary roles and those performing leadership or representative roles in the industry as organisers or delegates do.

24. On the information available to me, I consider that the Victorian Branch has been infiltrated by OMCGs and by organised crime figures.

25. As best I was able to ascertain, in the Victorian Branch, OMCG members mainly inserted themselves at the delegate level, employed by third parties. Delegates are "the backbone

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10 Based on my review of publicly available caselaw, there have been judicial findings that certain people, currently employed as Victorian Branch organisers, have engaged in threating conduct on work sites.

11 For example, in a statement published on 15 July 2024, Zach Smith observed that the CFMEU "has countless stories of delegates and members who have turned their lives around and made invaluable contributions to workers, the industry, and the wider community": CFMEU (Zach Smith), 'Our union exists for one purpose only: to defend and advance the safety and conditions of workers' (Media Release, 15 July 2024) <https://cg.cfmeu.org/news/our-union-exists-one-purpose-only-defend-and-advance-safety-and-conditions-workers-0>.

12 Victorian Equal Opportunity & Human Rights Commission, 'Spent Conviction Discrimination Guideline: Complying with the Equal Opportunity Act 2010' (June 2022) <https://www.humanrights.vic.gov.au/static/adc2ca4452ff3af6474ddf70bf04b634/Resource-Spent_Conviction_Discrimination_Guideline-Complying_with_the_EOA_2010.pdf> citing Crosby Hipes, 'The impact of a felony conviction on stigmatization in a workplace scenario' (2019) 56 *International Journal of Law, Crime and Justice* 89, 95.

13 Victorian Equal Opportunity & Human Rights Commission, 'Spent Conviction Discrimination Guideline: Complying with the Equal Opportunity Act 2010' (June 2022) <https://www.humanrights.vic.gov.au/static/adc2ca4452ff3af6474ddf70bf04b634/Resource-Spent_Conviction_Discrimination_Guideline-Complying_with_the_EOA_2010.pdf> citing Jocelyn Simonson, 'Rethinking Rational Discrimination against Ex-Offenders' (2006) XIII(2) *Georgetown Journal on Poverty Law and Policy* 284.

of a Union".[14] Their role includes ensuring that employers pay the correct wages and allowances, ensuring that employers abide by EBA/Award Conditions and ensuring the occupational health and safety of members.

26. From my discussions with officials, delegates also have a role in the EBA process; as the union representative on site, a delegate may be the first point of contact for an entity wishing to enter into an EBA with the CFMEU. In that process, the support of a delegate might be useful in obtaining the approval of an organiser – which, as will be explained below, can be a moment of potential corruption. By these means, when OMCG members are appointed as delegates, they are placed in positions of commercial, as well as industrial, power.

27. When I spoke with officials about the presence of OMCG members in the Victorian Branch, their responses were inconsistent. Some said there was no problem with bikies; some recognised the presence of bikies as a problem but indicated that there was nothing that could or should be done (for example, one official told me that gang membership was a private matter); other officials said that the Victorian Branch needed to rid itself of bikies.

28. After it was alleged, in media reports, that senior bikie figures had been "parachuted" into lucrative union roles as union delegates or union worksite representatives, some measures were taken by the Victorian Branch to remove known members or associates of OMCGs from the ranks of delegates. The measures taken were inadequate:

    (a) On 30 July 2024 a letter was sent to Zach Smith notifying him that the "CFMEU Vic/Tas Branch Construction & General Division have conducted a process of identifying, removing and banning those Shop Stewards and Occupational Health and Safety Representatives who belong to or are associated with Outlaw Motorcycle Clubs". The letter stated "[t]hese members are no longer representatives of this Branch" and listed twelve names.

    (b) I wondered how the Victorian Branch identified which delegates were members of OMCGs and I asked for the records of the investigation. I was told there were none. I was told the twelve were identified through discussions with organisers and social media searches. In my view, the investigation was superficial and would not have captured all OMCG members.

    (c) And the process was ineffective at removing the influence of these men. A senior official told me that, through this process, they had "got rid of the undesirables". However, I was also told that almost all of the people on the list remained with the same employer, in a different capacity (for example, switching from paid employment as a union delegate to paid employment working for the employer directly as a health and safety officer). I understood that the same men remained on the same sites with, more or less, the same authority.

[14] I was provided with copies of materials given to new delegates. This description is taken from an undated letter to delegates, from former State Secretary John Setka, which was included as part of that bundle.

29. I remain unconvinced that the Victorian Branch had a real intention to fix this problem. Even if it did, more needs to be done to fix the problem.

30. The 'Building Bad' series also raised the "problem of gangland infiltration", alleging that "figures formerly entrenched in the underworld…are flourishing in the construction sector".[15] Media reports identified Mick Gatto and Faruk Orman as underworld figures.

    (a) Many of the officials I interviewed said that they had seen or met with Faruk Orman and Mick Gatto at the CFMEU offices on Elizabeth Street. I was told that there were occasions where EBA paperwork was brought to Mick Gatto while he met with senior officials.

    (b) Officials mentioned meeting Faruk Orman at the Victorian Branch's picnic day and seeing Mick Gatto at their annual AFL breakfast (which he was said to have sponsored).

    (c) Some of the officials I interviewed described Mick Gatto as a friend.

    (d) I was told by one senior official that Mick Gatto "came with the furniture of the job".

    (e) The Victorian Branch has entered into several EBAs with entities owned by, controlled by or associated with Faruk Orman (see below at paragraph 41(c)).

    (f) In this context, I refer back to the instance of the bashings at the site in Hawthorn East, where the Victorian Branch referred the issue to Mick Gatto (see above at paragraph 18(a)).

31. When I asked officials about connexions between people associated with OMCGs or organised crime and the Victorian Branch, I was told that 'bosses' (including large contractors on large sites):

    (a) Engaged "crooks" and organised crime figures;

    (b) Employed OMCG members to "stand over" Victorian Branch officials; and

    (c) Engaged OMCG members to "scare us [Victorian Branch officials] off".

32. Based on my conversations with officials, there was a perception that it was helpful for the Victorian Branch to have its own connexions with people associated with OMCGs or organised crime, as a counterweight to intimidatory forces allegedly deployed by 'bosses'; to achieve better outcomes for workers; and to protect union officials and their families.

33. One official told me that a "whole heap of bosses employ standover people". Asked whether the Victorian Branch was a part of it, he said: "Of course we are. We are trying to get people paid and get them home safely". Another senior official told me: "We can regulate our own game, as long as we are allowed to do it".

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[15] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

34. Leveraging past criminal conduct or associations in order to generate fear is not the same as giving people a "second chance"; weaponizing a person's reputation for violence is contrary to the goal of social inclusion.

> ***RECOMMENDATION THREE:***
>
> *I recommend that further investigative work should be undertaken:*
>
> *(a) to ascertain whether any remaining delegates or organisers are associated with OMCGs and to remove them;*
>
> *(b) to ascertain the role and influence of organised crime figures in the CFMEU and to eliminate that role and influence; and*
>
> *(c) where possible, to identify those within the industry associated with OMCGs and who are organised crime figures and to seek to eliminate any role and influence those persons have in the industry.*

C. THE 'GIVING' OF EBAS

35. In witness interviews, officials commonly referred to 'giving' EBAs to entities, rather than 'entering into' EBAs with entities. Though EBAs are ultimately made between employers and employees and approved by the Fair Work Commission, the decision of the Victorian Branch to facilitate or endorse the making of an EBA – 'giving' an EBA – is often fundamental in determining whether an EBA is made and ultimately approved. When the Victorian Branch plays that facilitation role (such as by signing an EBA), it is effectively providing a kind of endorsement of the employer. As explained below, that endorsement can be financially valuable to the employer. Similarly, refusing to enter into an EBA with an employer can have serious financial consequences, and that refusal can be financially valuable for trade rivals of the employer. As discussed below, both of these scenarios create an environment in which employers can be financially motivated to offer inducements to Victorian Branch employees to exercise powers to enter into, or refuse to enter into, EBAs. The power of Victorian Branch employees is capable of being misused to confer favours or to fulfil corrupt bargains.

36. I heard various accounts of the processes for entering into an EBA with the Victorian Branch.[16] A common theme was that organisers (or, in some cases, members of the executive team) had an important role in assessing whether an entity should be 'given' a CFMEU-endorsed EBA. That assessment was distinct from any formal compliance checks. Based on witness interviews, I understand that each EBA facilitated or endorsed by the Victorian Branch needed to be 'approved' by an organiser or senior official.

37. Organisers pointed out that EBAs are a means of ensuring that workers get paid properly and have some democratic representation. In the words of one senior official: "we want to unionise the industry; that's our job".

[16] I note that the process is not universal. Greenfields EBAs (entered into where an employer is starting a new business, activity, project or undertaking, but has not yet employed anybody in relation to that business) are not subject to the same processes as brownfields agreements.

38. However, it appears that there is also a commercial advantage, for employers, in entering into an EBA with the CFMEU. In particular, on building sites where the head contractor has entered into an EBA with the CFMEU, that head contractor is likely to prefer to engage sub-contractors who also have CFMEU-endorsed EBAs, to minimise industrial risk. Therefore, an organiser's role in determining whether entities were 'suitable' gives the organiser considerable commercial power.

39. I understand that certain kinds of EBAs hold special value. One organiser told me that an Indigenous labour hire agreement was a "license to print money" and a "goldmine". From conversations with witnesses, my impression was that traffic management and labour hire EBAs were especially sought after.

40. Based on the information provided to me, there was no formal criteria that governed an organiser's assessment of an entity's suitability and no requirement to keep any record of the approval decision or the reasons for the decision. In my view, this made the EBA process vulnerable to corruption.

41. Several of the specific allegations I was asked to investigate related to the giving (or refusal) of EBAs:

    (a) The refusal to 'give' a new EBA to Indigenous labour hire firm Marda Dandhi gave rise to conflict, including threats of violence. Media reports connected "acrimony" between Marda Dandhi and the CFMEU with the death of a former Marda Dandhi employee, Ben Nash.[17] From media reports, I understand Mr Nash's death is being investigated by the Coroner.

    (b) Several EBAs were entered into between Solid Seal Solutions Pty Ltd and the CFMEU (Victorian Construction and General Division). The director, secretary and sole shareholder of Solid Seal Solutions Pty Ltd was the wife of a former CFMEU delegate. That former delegate was identified in media reports as having been a chapter president and national vice president of an OMCG (the Mongols).[18] I understand that one of the Solid Seal Solutions EBAs may have been entered into *while* he was a delegate, which would have given rise to a conflict of interest.

    (c) I am aware of EBAs entered into between the CFMEU (Victorian Construction and General Division) and the following entities connected with "underworld figure" Faruk Orman:

[17] Nick McKenzie, Reid Butler and David Marin-Guzman, ''I just need it to end': CFMEU power play turned Ben's construction dream into a fatal nightmare', *The Age* (online, 15 July 2024) <https://www.theage.com.au/national/i-just-need-it-to-end-cfmeu-power-play-turned-ben-s-construction-dream-into-a-fatal-nightmare-20240704-p5jr7n.html>.

[18] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

(i) ZK Civil Infrastructure Pty Ltd[19] (see below at paragraph 43; at the time of entering into the EBA, Faruk Orman was the entity's sole director and secretary);

(ii) Allsafe Commercial Pty Ltd[20] (at all relevant times, Mr Orman was its sole director, secretary and sole shareholder);

(iii) Allsafe Labour Pty Ltd[21] (at all relevant times, Mr Orman's wife was its sole director, secretary and sole shareholder).

From my conversations with officials, it appears that members of the Victorian Branch executive team interceded, on Mr Orman's behalf, to secure EBAs for those entities. I was told by one senior official that, as far as he was aware, Mr Orman had "no industry background".[22] Based on media reporting, Mr Orman was "close to" Mick Gatto.[23]

42. I have already explained why EBAs may have a commercial value for employers (see above at paragraph 38).

43. I am also aware of the following evidence that EBAs could be (in effect) transferred, through the sale of an entity, thus giving the EBA a trading value:

(a) By email dated Tuesday 6 September 2022, a CFMEU organiser asked Faruk Orman to provide information, in order to "make a start on your two Greenfields EBAs". The subject of the email was "INFORMATION REQUEST – CIVIL INFRASTRUCTURE GREENFIELDS EBA and DEMOLITION GREENFIELDS EBA".

(b) On Wednesday 7 September 2022, ZK Civil Infrastructure Pty Ltd was registered. At that time, Faruk Orman was its director, secretary and sole shareholder.

(c) On Wednesday 7 September 2022 at 3:34pm, Mr Orman responded to the organiser's email from the previous day, providing information about ZK Civil Infrastructure Pty Ltd and another entity (ZK Demolition Pty Ltd).

(d) On Friday 9 September 2022, Faruk Orman signed the greenfields EBA for ZK Civil Infrastructure Pty Ltd.

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19 'ZK CIVIL INFRASTRUCTURE PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Civil and Infrastructure Greenfields Enterprise Agreement 2020-2023' approved by the Fair Work Commission on 26 September 2022.

20 'ALLSAFE COMMERCIAL PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Caulking and Sealing Enterprise Agreement 2020-2023' approved by the Fair Work Commission on 2 July 2021.

21 'ALLSAFE LABOUR PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Traffic Control Enterprise Agreement 2020-2023' and 'ALLSAFE LABOUR PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Labour Hire Enterprise Agreement 2020-2023', each approved by the Fair Work Commission on 28 August 2023.

22 See also: *R v Faruk Orman* [2009] VSC 538; on the basis of Justice Weinberg's sentencing remarks, it appears that, at the time of sentencing, Mr Orman had no background, skills or experience in the construction industry.

23 Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

(e) On Tuesday 13 September 2022, the EBA was signed on behalf of the Victorian Branch (Monday 12 September 2022 was a rostered day off, so it was effectively signed on the next business day after Mr Orman had signed the agreement).

(f) On Monday 26 September 2022, the EBA was approved by the Fair Work Commission.

(g) On Tuesday 27 September 2022, Mr Orman ceased to be a director and secretary of the entity. According to media reports, Mr Orman sold the company on the same day,[24] but I have not been able to verify those reports.

(h) On Sunday 13 July 2024, the transaction was reported in *The Australian Financial Review*.

(i) On Wednesday 17 July 2024, an application was lodged for the voluntary deregistration of the company.

44. This series of events indicates that EBA was treated as a financially valuable commodity, given to an underworld figure with no industry background who was close to Mick Gatto.

RECOMMENDATION FOUR:

I recommend that there is an investigation and review of:

(a) the processes by which the Victorian Branch determines which EBAs it will endorse or facilitate and which it will refuse to endorse or facilitate;

(b) existing EBAs – in the nature of an audit – to identify potential corruption and conflicts of interests, including whether undisclosed benefits were paid to officers, employees or delegates to facilitate such EBAs;

(c) circumstances in which the Victorian Branch has refused to enter into an EBA because an organiser did not "approve" of the entity (as opposed to circumstances where an entity did not pass a compliance check), again, to identify potential corruption and conflicts of interest.

RECOMMENDATION FIVE:

If it is appropriate, having regard to the findings of any Coronial investigation, I recommend investigating any connexion between Mr Nash's death and conduct by CFMEU officers or employees.

D. APPOINTMENT OF DELEGATES AND ORGANISERS

45. I was given conflicting accounts of the processes by which delegates, organisers and members of the executive came to hold their positions.

[24] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

46. I was told that there were democratic processes. However, based on my conversations with officials, it seemed that the outcome was often determined (at least in substance) by undemocratic means. For example:

    (a) One organiser told me that he was approached, in a Noodle Box restaurant, by a man who was (at that time) an OMCG member. The man sought "recognition" from the union and was ultimately appointed as a delegate. In the organiser's account of the appointment of that delegate, there was no mention of any involvement by workers voting for the delegate or endorsing his appointment.

    (b) Derek Christopher, the former President of the Victorian Branch, accepted that he had been "anointed" by John Setka to become the Branch's new Secretary. Mr Christopher described a process by which his succession of Mr Setka was, more or less, guaranteed – although he did go on to acknowledge that the position would be filled after an election.

47. As far as I am aware, there were no 'term limits' for members of the executive team.

48. Based on the information available to me, delegates were required to attend a 6-day training course. I was also provided with copies of various policies that applied to employees and officials. However my understanding is that there was no formal criteria for appointment as a delegate or organiser; that is, there were no formalised qualifying or disqualifying factors.

49. These positions are well-remunerated. As I have said above (at paragraphs 26 and 38), delegates, organisers and officials wield commercial and industrial power. In the absence of robust governance arrangements, that power was capable of being misused to confer favours or to fulfil corrupt bargains.

> ***RECOMMENDATION SIX:***
> *I recommend that there is an investigation and review of the processes by which delegates and organisers are appointed.*

E. IMPROPER TRANSACTIONS

50. I was asked to investigate two specific allegations, reported in the 'Building Bad' series,[25] relating to improper transactions:

    (a) The allegation that Mr Derek Christopher received an estimated $200,000 in free labour and supplies from major building companies in 2017, including from Built, Multiplex and Express Interiors; and

    (b) The alleged conduct and alleged statements made by Mr Harry Korras in March 2024 relating to fees for enterprise agreements, funnelling secret benefits or kickbacks to his union contacts.

[25] Nick McKenzie, David Marin-Guzman, Ben Schneiders and Amelia Ballinger, ''Everyone eats': Secret audio lays bare CFMEU kickback plan', *The Age* (online, 14 July 2024) <https://www.theage.com.au/national/everyone-eats-secret-audio-lays-bare-cfmeu-kickback-plan-20240704-p5jr2p.html>.

51. Based on my preliminary work, each of those allegations warrants further investigation.

52. I reiterate my observations (above) that it appears that:

    (a) there was a commercial advantage to employers entering into EBAs with the CFMEU;

    (b) the Victorian Branch's EBA process was vulnerable to corruption;

    (c) delegates, organisers and members of the executive team may have come to hold their positions through processes which were not (in substance) democratic; and

    (d) there were no formal criteria for appointment as a delegate or organiser.

53. In my view, in light of those observations, there is a real risk that there may have been improper transactions, in connexion with the 'giving' of EBAs, and the appointment of people to positions within the Victorian Branch.

> ***RECOMMENDATION SEVEN:***
> *I recommend that there is an investigation of the specific allegations mentioned in paragraph 50 above.*

Date: 12 September 2024

Geoffrey Watson

Liability limited by a scheme approved under Professional Standards Legislation

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25 July 2024

Geoffrey Watson SC
New Chambers
[redacted]
SYDNEY NSW 2000

By Email: [redacted]

Dear Mr Watson,

Re: CFMEU Internal Investigation

1. Maurice Blackburn acts on behalf of the CFMEU and its National Secretary Zach Smith.

2. In recent days a series of serious allegations have been made against the CFMEU which, if correct, might involve criminal conduct or corruption.

3. In a response to the allegations, on 15 July 2024 the Divisional Executive of the Construction and General Division (C&G Division) of the CFMEU placed the Victorian Branch of the C&G Division into administration (Tabs 5.1 and 5.2).

4. Zach Smith, the National Secretary of the Division, has been appointed as the administrator of that Branch.

5. Mr Smith has instructed Maurice Blackburn to provide him with legal advice in relation to the allegations. As part of that, he has instructed us to commission an independent investigation into the allegations directed at the Victorian Branch. It is anticipated that the investigation will result in a written report incorporating factual findings and recommendations. The purpose of the report is so we can further advise Mr Smith.

6. We seek to engage you to conduct the investigation and provide the report. You will be assisted in the investigation by junior counsel, Jess Moir. A solicitor from Maurice Blackburn will be made available to assist. In addition, the Union's Director of Legal and Industrial, Lucy Weber, is the designated union contact person for the purposes of this investigation.

7. We have prepared draft terms of reference reflecting the most serious allegations (Tab 1.0). In the event that further serious allegations of criminal conduct or corruption emerge in relation to the Victorian Branch, the terms of reference may need to be expanded.

8. The manner of the conduct of the investigation, and the content of any report, is a matter for you, subject, of course, to the rules of procedural fairness. Mr Smith instructs us union officers and employees will be instructed to cooperate with the investigation.

9. If you accept the engagement, we would ask you to commence your investigation as soon as possible. We recognise that the investigation may take time, but we request that your report be made available by no later than 22 September 2024. That time limit can, if necessary, be extended.

Yours faithfully

[redacted]

Josh Bornstein
Practice Team Leader
Employment & Industrial Law Section
MAURICE BLACKBURN

[redacted]

Bodhi Shribman-Dellmann
Lawyer

(Enquiries: Emily Waite - 03 9605 2847)

bshribman-dellmann/5870228/EWA/85820620.1/Default

[redacted]

Annexure B

TERMS OF REFERENCE

Whether any officers or employees of the CFMEU have engaged in any criminal or corrupt conduct in relation to the following matters:

1. The allegation that senior bikie figures have been parachuted into lucrative union roles as union delegates or union worksite representatives as described in the AFR Article "*Bikies, underworld figures and the CFMEU takeover of construction*" on 13 July 2024;

2. The alleged conduct and alleged statements made by Mr Harry Korras in March 2024 relating to fees for enterprise agreements, funnelling secret benefits or kickbacks to his union contacts (https://www.theage.com.au/national/everyone-eats-secret-audiolays-bare-cfmeu-kickback-plan-20240704-p5jr2p.html);

3. The signing and approval in September 2022 of an enterprise agreement between ZK Civil Infrastructure and the CFMEU and the alleged subsequent sale of ZK Civil Infrastructure (https://www.afr.com/companies/infrastructure/bikies-underworldfigures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38);

4. The allegation that building company "Solid Seal" has three enterprise agreements with the CFMEU and that a senior CFMEU organiser was pressuring delegates to use Solid Seal or replace a small building firm with Solid Seal (https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-thecfmeu-takeover-of-construction-20240712-p5jt38);

5. The allegation that Mr Derek Christopher received an estimated $200,000 in free labour and supplies from major building companies in 2017 including from Built, Multiplex and Express Interiors (https://www.theage.com.au/national/everyone-eatssecret-audio-lays-bare-cfmeu-kickback-plan-20240704-p5jr2p.html);

6. The alleged conduct of Mr Gerry McCrudden and Mr Joel Shackleton in March 2022 on the Monash Freeway upgrade (https://www.theage.com.au/national/leo-the-dogsetka-caught-on-tape-delivering-threatening-message-to-rival-s-home-20240703-p5jqr2.html);

7. The alleged conduct of an alleged unnamed CFMEU representatives on 24 January 2024 allegedly telling a former Marda Dandi employee to "f--- off" and allegedly locking him in a shed for 3 to 4 hours (https://www.theage.com.au/national/i-justneed-it-to-end-cfmeu-power-play-turned-ben-s-construction-dream-into-a-fatalnightmare-20240704-p5jr7n.html).

Andrew Wells Chambers

CHRIS KUMMEROW

BARRISTER

ABN: 26 127 603 281

8 February 2025

CFMEU Administrator
Mr Mark Irving KC
By email only to: [redacted]

Dear Administrator,

ADDENDUM REPORT INTO TERMS OF REFERENCE INVOLVING MARCUS PARE – CFMEU SA BRANCH

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1. On 3 December 2024 I provided an interim report into the credit card use and alleged overpayment by Marcus Pare (**Pare**). At that time no questions in relation to those issues had been provided to Pare. This has now occurred, and his responses have been provided.

2. Additionally, the CFMEU has been able to interrogate the mobile phone and email account of Pare to provide further information to investigate the various terms of reference[1].

[1] All of the documents have been given unique identifiers, which will be referenced this report. Those unique identifiers start CFM, followed by a numerical identifier, eg CFM.000.000.0000.

3. This addendum report will consider Pare's responses and consider those responses in light of the mobile phone and email material which is now available. Additionally, this addendum report will consider other terms of reference considering the phone and email material.

4. The questions posed to Pare, his responses and explanations for his conduct, are annexed to this addendum report. The response was received from Pare's solicitor on 24 January 2025. An analysis of the emails and phone material is compared as against his responses.

Summary of conclusions

5. **Conclusions concerning the NZ holiday:** In April 2023 Mr Pare went on a personal holiday. When Mr Pare set out for his holiday in New Zealand he used the union's funds to pay for his accommodation. Mr Pare's explanation is contrary to the indisputable contemporaneous documented facts. His failure to acknowledge, or apologize for, his conduct sheds light on the type of leader he was, as well as his disregard of his responsibilities and legal obligations. Mr Pare's conduct was a breach of his obligations under the FWRO Act, the Union's rules, and the union's credit card policy. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions.

6. **Conclusion concerning the salary increase:** Mr Pare illegally and improperly obtained a salary increase. His 'defence' is unsupported by any documentary facts and is not supported by any material from those Mr Pare blames, being Mr Setka and Mr Graauwmans. Even if Mr Pare were telling the truth about what occurred it is simply a confession of wrongdoing on his part. Neither Mr Setka nor Mr Graauwmans had any authority to grant a pay rise. Mr Pare's version is that he asked Mr Setka and Mr Graauwmans to break the law and ignore the rules, and they agreed to do so. That may be a weak moral defence, but it is no legal defence. At its highest, it is an admission that Mr Pare was knowingly involved in the contraventions by Mr Setka and Mr Graauwmans. Mr Pare's conduct was a breach of his obligations under the FWRO Act and the rules. His failure to acknowledge, apologize for, or apparently even comprehend why his conduct was unlawful sheds light on both the character of Mr Pare and the standards of governance in the Branch. I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) to recover overpayments of salary and superannuation contributions to Mr Pare, a total of $29,000.

7. **Conclusion concerning the Ford Ranger :** Mr Pare made an unauthorised purchase of a $78,000 vehicle. Once more he blames Mr Setka and Mr Graauwmans. The purchase was made without authority. This was a misuse of his position and a substantial breach of the rules. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the $78,000 purchase of the vehicle.

[redacted]

8. **Conclusion concerning Mr Pare's Travel to Sydney on 19-21 June 2023:** There is insufficient evidence about Mr Pare's expenditure during his travel to Sydney in June 2023 to conclude he substantially contravened his obligations about this matter.

9. **Conclusion concerning $299 expenditure at Star Car Wash:** There is insufficient evidence about Mr Pare's expenditure to conclude he substantially contravened his obligations about this matter.

10. **Conclusion re Uber expenses:** Mr Pare used the union credit card on Uber trips when staying interstate. He admits these were to visit family members. Travelling interstate is not an opportunity for union officials to use union funds to subsidise visits to family, friends etc. It is perfectly fine for union officials to use their own work time, whether in Adelaide or interstate, to visit family and friends, but union members should not be billed for union officials catching up with them. The conduct is not only a breach of the credit card policy and the statutory obligations of Mr Pare but also involves Mr Pare's misplaced sense of entitlement to misuse union funds to further his personal interests. He is unapologetic. He does not offer to repay the sums. He gives a barely credible excuse that compounds the problem and reveals his belief that union funds could be used to further his own interests over those of members. I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the Uber expenses.

11. **Conclusion concerning restaurant expenditure:** In the 12 months from May 2023 there are a large number of the transactions on Mr Pare's credit card where he has dined at high end restaurants. When asked for an explanation Mr Pare responded that someone else might have used his card (but declined to say who, or why, or when, or how such use would be consistent with his obligation that only he use the card). Mr Pare sought to shift blame when asked to provide receipts for his expenditure of union funds. The available documentary evidence was inconsistent with this attempt to shift blame. Using union members' funds is a sacred trust. Using a position of trust to dine out regularly at the best restaurants in Adelaide using members' funds is not just unethical, it fails to meet the standards imposed by the FWRO Act and the Union's governing policy. As outlined in my interim report, there are a number of legal obligations imposed on Pare as an officer of the Union in the expenditure of the Union funds. He has breached his financial duties under the FW RO Act, particularly breaches of s 285 (care and diligence), s 286 (good faith and proper purpose) and s 287 (not to misuse position to gain an advantage for self or another or to disadvantage the organisation or another). I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from his expenditure on food and alcohol at restaurants identified in the interim report.

12. **Links between Mr Pare and outlaw motorcycle gangs or organized crime figures:** Putting to one side the sworn evidence of SA Police that Pare was a member or associate of the 'New Boys' street gang and focussing solely on the connections during Mr Pare's time engaged with the Union: Mr Pare retained contact with those who appear to be a prominent former senior member of the Mongols motorcycle gang, a convicted criminal and known Rebels motorcycle gang member, the operator of a crew of armed security guard who for decades had links with Melbourne's outlaw motorcycle gangs, a

[redacted]

notorious former member of the Finks motorcycle gang for whom Mr Pare was willing to advocate for a delegates role in the Union, help with securing employment for the mother of the Finks motorcycle gang member and awarding the gang member a concreting job paid for by the Union. Those associations do not seem to accord with what would be expected by a senior Union employee.

13. **Benefits received by Pare's mother and her partner:** There is insufficient evidence to support findings against Mr Pare concerning his role seeking employment for his mother with some of the employers with whom the Union was negotiating EBAs and with whom the Union had a continuing relationship. Further investigation may be required of the employment of Scott Atkins (the partner of Mr Pare's mother) by Incolink.

14. **Financial irregularities or unauthorized expenditure of CFMEU funds by Pare involving Ceiling and Wall Contractors (CWC):** It appears there is a personal deal between CWC and Mr Pare. CWC indicated it was 'willing to pay very good money to the right people and you fit that bill'. Mr Pare appears to have failed to act for over 2 years to deal with the underpayment of workers' conditions by CWC. Within 72 hours of the commencement of the Administration, about $50,000 was paid to CWC. The payment was paid the very same day the invoice was issued. What the payment was for is currently unclear. These matters require further investigation.

15. **Threats of violence and menacing conduct:** Organisers, construction workers, CFMEU staff, delegates and members should not be exposed to such threats of violence and menacing conduct. Mr Pare thought it was appropriate to say to a union employee - 'Fucking when I call you fucking answer mate. Don't send me a fucking message with no explanation cunt.' He said of others 'I wanna make a black list on every single one of them… .I FUCKING WANNA KILL EVERY SINGLE ONE OF THEM'. Those communications show a level of aggression and menace towards those in the union and others in the industry that are not in accordance with how the Union should be conducting its business.

Pare's Use of Union Funds for Personal Accommodation in New Zealand

16. Pare travelled to New Zealand in April 2023 for the purpose of holidaying. During this holiday, Pare's Union credit card was used for expenses associated with accommodation at a hotel, 'Little Polynesian'. No receipts for the hotel expenses were provided to the Union. The hotel expenses consisted of two transactions, totalling $5361.34. They were incurred as follows:
    a. 4 April 2023 - $1,111.52.
    b. 6 April 2023 - $4,249.77.
17. The hotel expenses were, among other things, the subject of question 8 of the questions posed to Pare. In relpy to question 8, it was relevantly stated in Pare's response that:

    "My client stayed at the resort called the Little Polynesian in the Cook Islands. When my client went to pay using his debit card at the end of his stay, he was informed by the resort owner that they did not accept his card. He informed my client that they did accept Diners Club cards. My client contacted Mr Uppal via WhatsApp and informed him of the situation…"

18. A number of emails and phone material has been located providing guidance to the timing of Pare's overseas travel:

[redacted]

a. A text message chain between Pare and Vince Hatchard that shows Pare stating at 6:33pm on 5 April 2023 that he was still in Sydney.[2]
b. A flight receipt within Pare's inbox that states his departure from Sydney to Auckland to be at 7:15pm on 5 April 2023. Pare was set to arrive in Auckland at 12:20am on 6 April 2023.[3] There is no accompanying receipt relating to Pare's return.
c. In March 2023, Uppal appeared to arrange for travel insurance in the names 'Marcus Pare' and 'Lorna Pare' in relation to the trip to the Cook Islands. The insurance extended until 13 April 2023 for Marcus and 14 April 2023 for Lorna.[4]
d. The Little Polynesian Resort is part of the 'Pacific Resort Hotel Group'. Their payment policy relatively states that:

> "To fully secure your reservation, we require a 25% deposit within 48 hours of your booking being confirmed. Note: if you deposit is not received within 48 hours, Pacific Island Hotel Group reserves the right to release you booking(s) from our reservation system.
>
> Final payment is required 14 days prior to your arrival at the resort. Your full remaining balance will be processed automatically when due, using the credit card details provided on file. If this remains outstanding after 48 hours, we will need to cancel your reservation.
>
> Note: Bookings travelling within 14 days are required to pay the full amount at the time of booking to secure your reservation. If payment fails, we will release and cancel your booking.[5]

19. Pare's response states that he encountered payment issues '*at the end of his stay*'. However, the hotel expenses were respectively incurred 2 days prior to Pare's arrival in New Zealand, and on the date of Pare's arrival itself. The travel insurance shows that the trip to the Cook Island's had been planned from at last March 2023, and the hotel payment policy specifically requires full payment before the stay.

20. It is also noted that Pare said he sought advice from Uppal over WhatsApp. No copy of the message has been produced by Pare. WhatsApp is a well-known messaging platform which has features such as end-to-end encryption, and the ability to have your messages deleted after a certain period of time so they cannot be recovered.

21. Pare's response about the use of his Union credit card for these accommodation expenses is not supported by the email or phone evidence, or the payment policy of the accommodation itself. Pare has provided no verification to support his claim. There is nothing to dissuade me from my view in my interim report that the use of the Union credit card while holidaying in New Zealand was a clear breach of the *SA Branch Policy* on credit card use.

22. **Conclusion concerning the NZ holiday:** In April 2023 Mr Pare went on a personal holiday. When Mr Pare set out for his personal holiday in New Zealand he used the union's funds to pay for his accommodation. Doing so was a breach of the obligations identified in paragraph 15 of my interim report concerning conflicts of interest. It was also a breach of the obligations identified in paragraph

[2] CFM.100.001.1184_0015
[3] CFM.023.003.2829
[4] CFM.083.002.3822
[5] https://www.pacificresort.com/pacific-resort-hotel-group-payment-and-cancellation-policy/

17 which sets out the rules governing the proper purposes for expenditure and the processes governing them.

23. Mr Pare's explanation is contrary to the documented facts. His failure to acknowledge, or apologize for, his conduct sheds light on the type of leader he was, as well as his disregard of his responsibilities and legal obligations. I conclude that Mr Pare has breached the Act, the rules, and the union's credit card policy in relation to his use of union funds for personal accommodation in New Zealand. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions.

Pare's salary increase and its alleged authorisation by John Setka and Robert Graauwmans

24. On 5 February 2024 a letter was addressed to Marcus Pare in relation to a revision of Pare's renumeration. This letter was the subject of questions 1-6 of the notice issued to Pare. Pare's response relevantly states that:

'At a meeting with the secretary, Mr Setka, and the president, Mr Graauwmans, my client asked that his wage be increased to around $2500 per week after tax to bring it in line with the wage paid to Victorian organisers. Mr Setka and Mr Graauwmans agreed and instructed my client to ask the office manager, Mr Uppal, to calculate and implement the wage increase…

The letter appears to have been authored by K Brown (see metadata). The letter was emailed to my client by Mr Uppal, the office manager with my client's electronic signature already affixed…'

25. A search of the email and phone material revealed the following:

    a. No evidence could be identified which affirmatively supports the alleged authorisation of the renumeration revision by Setka and Graaumans.

    b. On 24 January 2024, there were out of session motions voted on by members of the National Executive. One such motion concerned National Secretary renumeration.[6] Emosi Veron was appointed as an organiser by way of out of session motion on 6 February 2024.[7] No motion concerned Pare.

    c. Pare appeared to meet reasonably regularly with Setka and/or Graauwmans. There are records of them meeting, for example, on:

        i. 9 February 2024[8]
        ii. 23 February 2024[9]
        iii. 1 March 2025[10]
        iv. 21 March 2025[11]

[6] CFM.025.007.5088
[7] CFM.022.033.8642
[8] CFM.022.003.8472
[9] CFM.025.007.1487
[10] CFM.025.007.5597
[11] CFM.022.004.7448

[redacted]

However, no such records of meetings appeared in January, or before the 9th February, during which they could have 'authorised' his pay rise.

d. The metadata of the letter lists the author as 'BrownK'. This could be Kylie Brown, an organiser within the Victorian Branch. A review of Pare's and Kylie Brown's email exchanges disclosed nothing of relevance; Brown has never sent an email to Pare, and Pare has only sent four emails where Brown was a recipient as one person of a larger group.

e. On 2 February 2022 Uppal emailed Pare the letter with Pare's signature already affixed.

26. In my interim report, I outlined that it was only the Divisional Branch Council that had the power under the CFMEU Divisional Rules to fix salaries of full-time Divisional Branch officers.[12] In other words, Pare's request for a pay rise needed to be made to the Divisional Branch Council, and a formal decision made about that wage rise. No such request to the DBCM is recorded, nor is any decision of the DBCM to award the pay rise.

27. In Pare's response he seems to justify the pay rise on the basis that it was authorised by Setka and Graauwmans, however he must have known that his request could not be made to Setka and Graauwmans. As the most senior office holder in the SA Branch, Pare should be expected to know the CFMEU Divisional Rules and governance procedures, and it is difficult to reconcile his response with the Branch Rules. If he knew that the pay rise had been granted without DBCM approval, he does not appear to have taken any steps to rectify that issue.

28. **Conclusion concerning the salary increase:** Turning to Mr Pare's 'defence', the first thing to note is that it is unsupported by any documentary facts. Nor is it supported by any material from those Mr Pare blames, being Mr Setka and Mr Graauwmans.

29. More significantly, even if Mr Pare is telling the truth about what occurred it is simply a confession of wrongdoing on his part. Neither Mr Setka nor Mr Graauwmans had any authority to grant a pay rise. Only the DBCM had that power. Mr Pare's version is that he asked Mr Setka and Mr Graauwmans to break the law and ignore the rules, and they agreed to do so. That may be a weak moral defence, but it is no legal defence. At its highest, it is an admission that Mr Pare was knowingly involved in the contraventions by Mr Setka and Mr Graauwmans.

30. It should be noted however that Mr Pare's explanation is barely credible. Mr Pare himself participated in resolution of the DBCM in February 2024 approving the pay rates of employees other than himself, yet on his own version he considered it appropriate for a deal to be reached with Mr Setka for his own pay without revealing the deal to the DBMC or the members. A union officer cannot simply ignore the established procedures under the rules to gain a personal benefit in such a backhand manner.

31. Whichever version is adopted, I conclude Mr Pare's conduct was a breach of his obligations under the FWRO Act and the rules. His failure to acknowledge, apologize for, or apparently even comprehend why his conduct was unlawful sheds light on both the character of Mr Pare and the standards of governance in the Branch. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

[12] CFMEU Divisional rule 40(4).

[redacted]

b. the administrator considers referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) to recover overpayments of salary and superannuation contributions to Mr Pare, a total of $29,000.

Pare's November 2023 purchase of a $78,000 Ford Ranger

32. In November 2023, a Ford Ranger Wildtrack was purchased for a sum of $78,000 with the use of Union funds. The Ford Ranger was allocated to Pare as a company vehicle. This was the subject of question 16(c) of the notice to Pare. In reply to that question, Pare said:

> *'At some point, my client cannot recall exactly when,* ***Mr Graauwmans had a discussion with my client about updating the fleet to Ford Rangers****.*
>
> *These are the cars used by the Victorian branch, and were far more practical than the Toyota Klugers. The Kluger was not very practical. The Kluger was no good on dirt roads or building sites and had little or no storage compared to a the Ford Ranger. My client recalls that Mr Uppal was also involved in these conversations.*
>
> *My client approached a Ford dealership, Stillwell Ford, and discussed updating the fleet to Ford Ranger's which would involve the purchase of approximately 7 new cars.*
>
> ***It was proposed by Mr Graauwmans that the first car to be converted to a Ford Ranger would be my client's****. The salesman agreed to a generous trade-in given the number of cars that were to be purchased.*
>
> ***My client was authorised by the secretary and the president of the Australian Building and Construction Workers Federation to purchase the Ford Ranger on behalf of the Federation so it could lease it to the Branch as per previous arrangements****.'*

33. The phone and email material were analysed, and it was concluded that:

a. No evidence could be identified which affirmatively supports:

i. that Graauwmans discussed with Pare updating the Union's fleet of cars to Ford Rangers;

ii. the alleged proposal by Graauwmans that Pare's vehicle would be the first car to be converted; or

iii. Pare's authority to purchase the Ford Ranger on behalf of the ABCWF.

b. A number of documents which may or do relate to the purchase of the Ford Ranger were available, though none appear to bear directly on whether Pare did or did not have an understanding with Graauwmans as to the purchase of the vehicle:

[redacted]

i. An appointment for a test drive for a Ford was in Marcus' calendar for 18 October 2023[13].

ii. There was an ABCWF special general meeting on 30 October 2023[14]. There are multiple emails which have attached minutes from that meeting. What appears to be the final version of the minutes does not note any discission concerning approval to purchase the car[15]. No other version made reference to the Ford Ranger, and no other meetings could be identified that were conducted by the ABCWF in the months preceding the purchase of the Ford Ranger.

iii. An appointment labelled 'Ford' in Marcus' calendar for 7 November 2023[16].

iv. Numerous unsigned receipts for a Ford Ranger with the registration XD358K[17]. These each have a 'deal date' of 7 November 2023. The first receipt is different from the others - it states the 'part settlement' to be $22,500, while the others state it to be $78,000. The first appears to account for the trade-in offered for Pare's previous vehicle.

v. An insurance policy dated 21 November 2023 for the Ford Ranger[18].

vi. A 'Fleet Adjust Form' for the RAA which reflects the addition of the Ranger which was effective from 13 December 2023.[19]

c. It does appear that the ABCWF purchasing vehicles for the purpose of leasing those vehicles to the SA Branch was an ordinary practice[20]. A lease agreement for the Ford Ranger could not be identified on amongst the CFMEU documents, however, a payable invoice detail addressed to the ABCWF which includes a paid invoice for the Ford Ranger was identified that was dated 27 February 2024.[21]

34. It appears that while there was an arrangement for the ABCWF to purchase vehicles for those vehicles to then be leased to the SA Branch, that the purchase of this vehicle did not go through the normal procurement process of the ABCWF. Nothing was noted in their minutes, and it appears that the purchase of this one vehicle was facilitated by Pare, with the vehicle added to the fleet after it had been purchased by Pare. There is no indication of any negotiations to purchase other Ford Rangers to update the fleet at that time.

35. Mr Pare's reference to authorisation by the President and Secretary of the ABCWF is something of a red herring. Mr Pare says Mr Graauwmans and Mr Setka, President and Secretary of the ABCWF, authorised his purchase of a vehicle. The powers of President and Secretary of the ABCWF are identified in rules 12 and 13 and 30 of the rules of the ABCWF. None of those rules confer a power on the Secretary or President to authorise the purchase of the vehicle. No body with the relevant

[13] CFM.023.005.5461
[14] CFM.023.001.6311
[15] CFM.083.010.4502
[16] CFM.023.005.5506
[17] CFM.083.009.4653; CFM.083.002.9435; CFM.083.002.9489; CFM.083.007.2152; CFM.083.007.2341; CFM.083.004.9115
[18] CFM.083.011.0129
[19] CFM.083.002.9881; CFM.083.001.0927
[20] CFM.023.003.6143; CFM.023.003.6141
[21] CFM.083.009.5895

authority (whether the Branch Executive Committee, or a special meeting of the Branch) is suggested by Mr Pare to have authorised the purchase.

36. **Conclusion concerning the Ford Ranger** : The net result is that Mr Pare has made an unauthorised purchase of a $78,000 vehicle for his own use. This was a misuse of his position and a substantial breach of the rules. I recommend that:

    a. the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

    b. the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

    c. the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the $78,000 purchase of the vehicle.

Pare's Travel to Sydney: 19-21 June 2023

37. My interim report identified accommodation in Sydney between 19-21 June 2023 where accommodation at the Star Grand Sydney was booked for 3 nights, however Pare's credit card statement shows three separate transactions totalling $1186, a difference of $352 from the receipt which was provided. These transactions were the subject of question 12 of the notice to Pare. Pare responded that:

    'Without access to my client's diary, he cannot be sure why he travelled to Sydney on those dates but he believes it is likely that his travel on those dates was to attend a national executive meeting'

38. Further investigation has been undertaken about this matter. The investigatory approach has been not simply to look at material that may establish a breach of obligations of Mr Pare but also search for material that might provide a basis to conclude he did nothing wrong. The email and phone materials were examined and have revealed:

    a. An email from Qantas on Sunday, 18 June 2023 states Pare's flight time to be 11:10AM on Monday, 19 June 2023[22].

    b. Two calendar invites which appear to refer to the Divisional Executive meeting. 'Divisional Executive - Day 1' was scheduled for Wednesday, 21 June 2023, and 'Divisional Executive - Day 2' was scheduled for Thursday, 22 June 2023[23]. This is reaffirmed by an email sent by Zach Smith which refers to the meeting dates as 21 and 22 June 2023[24].

    c. An invoice from the Star Sydney for the sum of $105 on 21 June 2023, which was room service ordered by Pare.[25]

[22] CFM.023.002.8588
[23] CFM.022.004.2520; CFM.022.004.2519
[24] CFM.001.001.0112
[25] CFM.023.002.8679

39. These documents reveal that the National Executive meeting was conducted in Sydney on 21 and 22 June 2023 (a Wednesday and Thursday), however Pare travelled so that he was in Sydney on 19 and 20 June 2023 (the Monday and Tuesday). An examination has been made of his email and phone which do not reveal any commitments during the 19th and 20th which required Pare's in-person attendance in Sydney. That search does also show that Pare was responding to work emails on those days.

40. The receipt for room service may indicate that the difference in the amounts on the credit card is as a result of hotel expenses such as room service, albeit not all of the difference can be accounted for. However, the enquiry has revealed the possibility that Pare was using Union funds to be accommodated in Sydney for a period longer than he was required to be.

41. **Conclusion:** There is insufficient evidence about Mr Pare's expenditure during his travel to Sydney in June 2023 to conclude he substantially contravened his obligations about this matter.

The $299 expenditure at Star Car Wash

42. On 25 February 2023, $299 was incurred on Pare's credit card at Star Car Wash. This transaction was the subject of question 13(b) of the Notice. In short, Pare replied that the care required an extensive clean because an organiser had been smoking in the car.

43. Checks on the mobile phone material show a text message conversation occurring on 24 February 2023 about the car requiring a steam clean because of the smell.[26]Therefore I am confident that this is a legitimate expense on Pare's credit card. Had Pare complied with the Credit Card policy at the time and provided a receipt for this transaction, this enquiry would not have been necessary.

Pare's Uber Expenditure

44. Between 2023 and 2024, Pare purchased a variety of Uber rides with the use of Union funds. These purchasers were referenced in paragraph 41 of my Interim Report and were the subject of question 14 of the notice to Pare.

45. Pare's replies to question 14 — and the extent to which each reply is supported by email or mobile phone material — are listed below:

'The transaction for $172.24 was in relation to a trip in Sydney on 19 April 2023. It is likely my client was in Sydney for a National executive meeting at that time

(a) This is supported by documentary evidence held by the CFMEU. Two meeting emails[27] list the dates for a Divisional Executive meeting to be 19 and 20 April 2023. It should be noted that Pare did not include a screenshot of the receipt for $172.24.

[26] CFM.100.001.1588_0064
[27] CFM.023.006.1716; CFM.023.006.1719

[redacted]

The transactions for $133.82 and $120.65 relate to travel in Sydney on 20 June 2023. It is likely my client was in Sydney for a National executive meeting at that time (screenshot attached).

(b) This is supported by documentary evidence. As noted above, there was a National Executive meeting held in Sydney on 21 and 22 June 2023.

46. Pare states:

> *The purpose of the other transactions referred to above* ***was to visit family members while in Sydney for work.*** *As outlined above, my client was not paid a travel allowance when travelling interstate, and it was his understanding that when travelling interstate, he was authorised to charge any travel to his union issued credit card.'*

47. To note, my Interim Report at paragraph 41 notes five sums relating to Pare's expenditure on Uber rides.

(a) Those sums concern the periods April/May 2023; June/July 2023; December 2023/Jan 2024; and April/May 2024. The sums are $381.50, $213.52, $120,65, $133.82 and $172.24. The first two sums - $381.50 and $213.52 – refer to month-to-month total expenditures on Uber, and not individual Uber rides. The remaining three - $120.65, $133.82 and $172.24 – are each amounts expended on individual Uber rides.

48. **Conclusion re Uber expenses:** Mr Pare used the union credit card on Uber trips to visit family members. Three points should noted about this expenditure. First, Mr Pare points to no material to support his alleged understanding that when travelling interstate the union should fund Ubers to visit his family. This alleged understanding is extraordinary. Travelling interstate is not an opportunity for union officials to use union funds to subsidise visits to family, friends etc. It is perfectly fine for union officials to use their own work time, whether in Adelaide or interstate, to visit family and friends, but union members should not be billed for union officials catching up with them.

49. Second, Mr Pare says he could use his union card in the case of emergencies or in error so long as he repaid the sums. However, he does not suggest that the using the union credit card for Uber trips to his family was an emergency or in error. Indeed, he seeks to justify the expenditure.

50. Third, it might be thought that spending a few hundred dollars on Uber expenditure should be merely forgiven, ignored and not pursued. However, the conduct is not only a breach of the credit card policy and the statutory obligations of Mr Pare but also involves Mr Pare's misplaced sense of entitlement to misuse union funds to further his personal interests. He is unapologetic. He does not offer to replay the sums. He profers are barely credible excuse that compounds the problem and reveals his belief that union funds could be used to further his personal interests. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

b. the administrator considers referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the Uber expenses.

[redacted]

Credit card expenditure at restaurants

51. As noted in my earlier report, in the 12 months from May 2023 there are a significant number of the transactions on Mr Pare's credit card where he has dined at high end restaurants where no receipts have been provided. In some cases, the only explanation for this expenditure to date is simply 'Lunch Meeting'. Sometimes receipts in a summary form were provided, often indicating that a substantial amount has been have been expended but shedding no light on how many people were entertained, and for what. In the few cases where detailed receipts were provided, often there were significant amounts spent on alcohol.

52. Take, for example, Mr Pare's dining at Gauchos, the award-winning steak restaurant where the steaks cost between $66 and $90 each,[28] the average bottle of wine is $100[29] and the minimum price for a beer is $12. The only explanation for this expenditure to date is simply 'Lunch Meeting'.[30]

3-May-23	Gauchos	$208.00	Marcus Lunch Meeting[31]
30-May-23	Gauchos	$248.00	Marcus Lunch Meeting (No receipt)
26-Jun-23	Gauchos	$405.00	Marcus Lunch Meeting
28-Jun-23	Gauchos	$300.00	Marcus Lunch Meeting
4-Aug-23	Gauchos	$249.80	Marcus Lunch Meeting (No receipt)
30-Aug-23	Gauchos	$224.80	Marcus Lunch Meeting
25-Sep-23	Gauchos	$886.50	Marcus Lunch Meeting
13-Oct-23	Gauchos	$715.90	Marcus Lunch Meeting
10-Nov-23	Gauchos	$740.00	Marcus Lunch Meeting[32]
28-Mar-24	Gauchos	$400.00	Marcus Lunch Meeting (No receipt)
8-Apr-24	Gauchos	$355.50	Marcus Lunch Meeting (No receipt)

53. Mr Pare's fine dining on the Union credit card does not appear to have been limited to Gauchos. His expenditure included:

27-Feb-23	Tomiko	$311.05	Marcus Dinner Meeting
3-Apr-23	Osteria Oggi	$144.00	Marcus Lunch Meeting (No receipt)
25-Aug-23	Eros Kafe	$935.90	Marcus Lunch Meeting
28-Aug-23	Star House	$201.90	Marcus Lunch Meeting
25-Sep-23	Epicurean Sydney	$700.00	
5-Oct-23	Voco	$624.20	Marcus Melbourne Hotel
24-Oct-23	Jordan Seafood	$1,074.19	
25-Oct-23	Epicurean Sydney	$2,714.80	See below
18-Nov-23	Esca Grill	$777.22	No receipt
6-Dec-23	Meat and Wine Co	$1,022.60	No receipt
15-Dec-23	Lady Burra	$906.50	Delegates Christmas Drinks (No receipt)
18-Dec-23	Osterio Oggi	$307.00	Marcus Lunch Meeting (No receipt)
13-Feb-24	Esca Grill	$230.85	
7-Apr-24	HGC Adelaide	$417.97	No receipt

[28] https://gauchos.com.au/wp-content/uploads/2024/11/food-menu-nov-24.pdf
[29] https://gauchos.com.au/wp-content/uploads/2024/11/beverage-nov-24.pdf
[30] A disproportionately high number of these lunch meetings occurred on Fridays.
[31] Omitted from this list is $1,720.00 for 19-May-23 for an office dinner
[32] The bare, inadequate receipt is detailed below.

54. As to the dinner at the Epicurean Restaurant at the Crown Casino in Sydney on 25 October 2023 there is a receipt that shows:

    a. It was for 11 attendees. It is not clear who was in Mr Pare's party.

    b. It was a set menu at $130 per person.

    c. Of a total bill of $2,714, $1038 was for the purchase of alcohol, including 27 espresso martinis at $25 each.

    d. The cost of the dinner was approximately $246 per person.

55. As I noted in the earlier report, some of these transactions require some explanation.

56. In answer to Question 7 of the Notice issued to Pare, he stated that "from time-to-time others used the credit card to pay for work related expenses" and "Given that the credit card in my client's name was sometime used by others, my client cannot say whether each of the transactions identified involved him personally or not", and "That may explain any missing records". Pare does not identify who the other people who used his credit card were, or why they used it instead of him.

57. The Credit Card Policy in the SA Branch Rules specifically identifies that credit cards are only issued to certain individuals, and those individuals are responsible for the use of the credit card in accordance with the policy.

58. Firstly, Pare should not have been letting other use his credit card for any reason whatsoever.

59. Secondly, even if Pare was required to incur expenses on behalf of other Union members for legitimate expenses, it was Pare's responsibility to ensure that those expenses were properly receipted and justified. He cannot abdicate responsible use of the Union credit card which is issued to him, that he is responsible for. His attempt at blame shifting in this regard reflect his attempt at blame shifting in response to other aspects of this report.

60. Finally, I note that Pare responses about the provision of receipts is directly at odds with that of Mr Uppal when he was interviewed by me. Pare also states that he would "take a photo of the receipt and either email or text it to the office manager". A search of Pare's email and phone materials has not uncovered any examples of him ever doing this. To the extent that it is necessary, I think it is the version provided by Mr Uppal which should be accepted (i.e. that Pare regularly did not provide receipts, even after being encouraged/reminded by Uppal).

61. Pare explains his expenditure on food and alcohol at restaurants as either:

    a. Reasonable and responsible and a legitimate use of funds in furtherance of the Union, despite not being able to identify who he dined with, what was discussed and how that was used to further Union interests. Even where the expenses may have been for a legitimate purpose (i.e. the dinner at Epicurean), it will need to be determined by the Union if that was 'reasonable and responsible' expenditure.

[redacted]

b. Expenses incurred by other people using his Union credit card. This explanation appears to be problematic, as Pare seems to abdicate responsibility for the use of the credit card to other unknown people in the Union. In circumstances where it was issued personally to him, he is responsible for its use, and the reconciliation of the expenses incurred on it. It appears to be a clear breach of the policy to simply let others use the credit card (seemingly for high end lunches) and not question or justify its use.

c. Pare explains that he would either provide the receipts to Mr Uppal or text or email a copy of the receipts to him for reconciliation. That version is contrary to Mr Uppal's. There is no evidence of Pare ever texting or emailing Mr Uppal a receipt amongst his phone or email materials. It is difficult to accept that explanation from Pare in light of the absence of that evidence.

62. As outlined in my interim report, there is a number of legal obligations imposed on Pare as an officer of the Union in the expenditure of the Union funds. His responses have not swayed my earlier view. At that stage I expressed a *prima facie* view there were breaches of the FW RO Act and the Union credit card policy. Having given Mr Pare an opportunity to explain the matters, I am able to conclude he has breached the obligations referred to in my earlier report.

63. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

b. the administrator considers referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from his expenditure on food and alcohol at restaurants identified in the interim report.

Links between Pare and any outlaw motorcycle gangs or organized crime figure

64. This Term of Reference asks that I investigate any linked of Pare with any outlaw motorcycle gangs (OMCG's) or organized crime figures including:

a. The New Boys motorcycle club and/or Vince Focarelli
b. The Finks motorcycle club and/or Dylan Jessen and/or Jessen Concreting; and
c. The Mongols motorcycle club.

65. To commence my investigation, I conduct a search of the name 'Pare' in Austlii. This revealed the following case of interest *R v Cochrane* [2012] SADC 11. This was a trial of the accused who has been charged with trafficking methylamphetamine and MDMA (ecstasy). The accused was located

[redacted]

at his home with over 1600 tablets containing methylamphetamine and 56 capsules containing ecstasy. There was a substantial quantity of cash together with lists of names and money. There was circumstantial evidence including SMS messages on phones associated with Mr Cochrane, and two cars containing identical drugs were apprehended departing from the accused's house. Mr Cochrane was convicted of both counts of trafficking drugs.

66. In the reasons for his decision, Stretton DCJ outline the factual circumstances leading to the discovery of the drugs. Relevantly, he says[33]:

A Mr Pare has also been located at the property that day. An MVA certificate was tendered through Detective Lienert indicating that Mr Margues Pare resided at Elizabeth Vale between 22 December 2008 and 16 December 2010, then at Salisbury until 24 February 2011 and from then on at Parafield Gardens, to indicate that at no relevant time had his address been the Klemzig premises. In cross-examination Detective Lienert said that Police could not located any evidence that Mr Pare was involved in any of the trafficking of the drugs that were found.

…

Detective Hayes then entered the accused's premises on Kavel Lane with other police. He saw the accused and his brother Zane Donaldson and Marques Pare. Mr Pare produced identification, was searched as was his car, and as nothing of interest to police was found Mr Pare was allowed to leave[34].

…

In cross-examination, defence counsel led from Detective Featherby that the "New Boys" street gang, as with other street gangs, is involved in drug trafficking, and that members and associates of the "New Boys" may be involved in the sale of drugs. In cross-examination he also agreed that Mr Pare was also either a member or associate of the "New Boys".[35]

67. As a result of locating this information, question 17 of the notice was put to Pare. He responded that:

> *My client met Mr Cochrane through friends he went to school with whilst he was a high school student in Adelaide. To the best of his recollection, my client does not know Mr Donaldson, Mr Highett, Mr Herft, or Mr Cutts.*
>
> *My client caught up with Mr Cochrane on a handful of occasions around 15 years ago.*
>
> *My client attended an address in Klemzig which was Mr Cochrane's house for the purpose of visiting Mr Cochrane in around 2010. As he arrived, police arrived at roughly the same time and executed a search warrant.*

[33] *R v Cochrane* [2012] SADC 11 at [29]
[34] Ibid at [44].
[35] Ibid at [47].

My client co-operated with the police who took his details, searched him, and let him go without charge. My client was never charged with any offence; he was simply in the wrong place at the wrong time.

My client has never been a member of the "New Boys" street gang. My client does not consider himself an associate of the "New Boys" street gang and, given the definition outlined in your letter to me dated 24 December 2024, my client does not appear to meet the definition of an associate.

My client has never gone by the name of Marques Pare.

My client's mother lived in Elizabeth Vale and Salisbury around the dates outlined in the notice. The address in Elizabeth Vale was 13 Barrow Cres. My client spent some time living with his mother over that period.

My client's mother lived in 3 separate locations in Salisbury around the dates outlined in the notice. My client cannot recall the exact addresses. My client spent some time living with his mother over that period.

68. Firstly, it seems from Pare's response that the 'Marques Pare'[36] mentioned in the *Cochrane* judgment is Pare. Checks on documents held by the CFMEU shows that at different time Pare uses the names 'Marcus', 'Marques' and 'Margues', which is at odds with his claim that he has never gone by the name 'Margues Pare'. With that being established, as at 2011, the South Australia Police were willing to give evidence on oath that Mr Pare was either a member or associate of the 'New Boys'.[37] It should be noted that for police to positively state that in evidence they would have had a substantial volume of police intelligence, surveillance material, telephone intercepts etc. Police do not attribute membership or associateship of these organized crime gangs without substantial information to support it.

69. Pare says that he has never been a member of the New Boys, and "does not consider himself an associate". On the evidence outlined in *Cochrane* as at 2011, Pare was someone who spent time in the company of 'New Boys' members, and was knowingly associating with the 'New Boys', so as at that time, would appear to meet the definition of an associate.

70. Of course, that incident and evidence is 14 years old. To explore any more recent information I asked for searches to be conducted of Pare's phone and email with the following terms:

[37] An associate of an organised crime gang has been defined as a person who is invited to spend time in the company of club members, on club runs, or at club functions, but who do not necessarily intend to become a club member. An 'associate' is someone who is not a member or nominee of the club, but who knowingly associates with the club: *R v Pishdari; R v Roberts; R v Mitchell; R v Johnston; R v Reynolds; R v Mackay* [2018] SASCFC 94 at [132] per Bampton J.

a. Focarelli

b. Dylan Jessen

c. Jessen

d. Jessen Concreting

e. New Boys

f. Finks

g. Mongols

71. The results of those searches showed the following:

a. A contact of Pare's with the name '**Mr Main**'. Significantly, the 'company' name within the contact is listed as '**Mongols'**. It may be that 'Mr Main' refers to Phillip Main, a prominent former senior member of the Mongols motorcycle gang. Phillip Main has in the past been the subject of drug- and motorcycle gang-related charges.[38] There was also a contact name 'Phil Mon'.[39] This could be an alternative number to 'Mr Main'.

b. A contact of Pare's with the name '**Joel Rebs**'. It could be inferred that 'Rebs' refers to 'Rebels' OMCG. Further, it is also possible that this is Joel Leavitt; a convicted criminal and known motorcycle gang member who was appointed as a CFMEU health and safety official on the Big Build project.[40]

c. A contact of Pare's with the name '**Tony 2 Guns'**. 'Toni Two Guns' – Santo Celona – operated a crew of armed security guards for decades despite links with Melbourne's outlaw motorcycle gangs.[41]

d. On 30 October 2019 there is a text message between Andrew Sutherland and Pare regarding Dylan Jessen obtaining a delegate role at the Union. Jessen is a notorious

[38]CFM.065.001.1325
https://www.abc.net.au/news/2016-12-23/alleged-bikie-phillip-main-vows-fight-charges-under-qld-new-laws/8145104
https://www.news.com.au/national/victoria/courts-law/dozens-of-charges-against-men-with-mongols-bikie-gang-links-dropped/news-story/0c43ff134b9710ee7f69992b5244dc7f
https://www.heraldsun.com.au/subscribe/news/1/?sourceCode=HSWEB_WRE170_a_GGL&dest=https%3A%2F%2Fwww.heraldsun.com.au%2Ftruecrimeaustralia%2Fpolice-courts-victoria%2Feveryone-under-one-roof-mongols-bikie-boss-phil-main-shuts-down-melbourne-branches%2Fnews-story%2F823aa9a0cdd5d13661f7b26c897fbc9e&memtype=anonymous&mode=premium&v21=GROUPA-Segment-2-NOSCORE
[39] CFM.100.001.1390
[40] CFM.065.001.1337
https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38; A search of that phone number shows that it belongs to 'Cowboy Carpet Cleaning' in Queensland.
[41] CFM.065.001.1365
https://www.theage.com.au/national/victoria/how-did-toni-two-guns-operate-a-security-empire-for-25-years-20171101-gzcdqs.html

former member of the Finks OMCG. He is said to have left the club around the time he was jailed in 2013.[42]

Pare: *'Are you free tomorrow at 11am to have a meeting with Dylan Jessen tomorrow? For a delo role?'*

Sutherland: *'11 is ok mate'*

There is no further evidence that Jessen was appointed as a delegate.

e. On 11 February 2021, Jessen contacted Pare requesting an "Alimak" (using external elevators and hoists) job for his mother.[43]

Jessen: *'Ay bro how hard is be to get my mum into an ali mack job? Xx'*

Pare: *'Nah not hard man. Afew big jobs coming up. Can definitely get her onto something fkr sure bro. Does she have the tickets'*

Jessen: *'What tickets? Xx'*

Pare: *'Alimak tickets and white card'*

Jessen: *'Yeah I would pay for her to get those bro'*

Pare: *'Yeah easy brother. Let me know if she's keen then I'll organize the times that's available bro.'*[44]

f. On about March 2023 Pare organized for Jessen Concreting Creations to do concreting at the CFMEU offices. Dylan Jessen is the Director of Jessen Concreting Creations. There is quote dated 27 March 2023 for $15,565 to complete the concreting job. It is addressed to 'Markus Pare'.[45]The invoice for the completed work dated 28 October 2023 is also made out to 'Markus Pare' for $13,838.[46] Pare forwarded that invoice to Uppal who then requested that Jessen amend the invoice so it is addressed to ABCWF. The invoice was paid on 7 November 2023.

g. On 25 August 2024 Pare sent a number of contacts from his CFMEU number to his personal number. This included, among others, contacts assigned to the names 'Tony 2 Guns' and 'Phil Mon'. Many others were sent over the course of the following week.[47]

72. What these stored contacts, and interactions show, is that Pare at least has the ability to contact

[42] https://www.news.com.au/sport/sports-life/dylan-jessen-former-finks-bikie-pleas-for-justice-after-hamley-bridge-broken-jaw/news-story/d7e2f83d82576aa19683b3aa8b24f9c4
[43] CFM.100.001.1571_0002
[44] This exchange speaks for itself. It reveals the extent to which Mr Pare was prepared to do favours for OMCG connected workers. It reveals the extent to which the CFMEU had been prepared to consider appointing a OMCG connected person as delegate despite ignorance of the fact that workers need a white card to work in the industry.
[45] CFM.023.002.9124
[46] CFM.023.006.7436
[47] CFM.100.001.1200

people he is aware are members of OMCGs (i.e. by storing in his phone the company reference for 'Mr Main' as 'Mongols'.) Up until the end of 2023 he was associating with Jessen, a notorious former OMCG member, and was willing to advocate for him for a delegate's role in the Union, help with securing employment for Jessen's mother, and awarding him a concreting job paid for by the Union. His transfer of contacts from his CFMEU phone to his personal phone in 2024 shows that he wishes to maintain the ability to contact these people.

73. These contacts, and his advocacy for Jessen, shows that throughout his time in paid roles in the Union, Pare is willing to maintain contact with known current or former members of OMCGs, and in the case of Jessen, attempt to bring him into the Union, or use his Union influence to benefit Jessen and his family.

Financial irregularities and improper dealings involving Ceiling and Wall Contractors (CWC).

74. To investigate this term of reference, a search was conducted of documents held by the CFMEU, as well as Pare's email and phone material, with the search terms 'Ceiling and Wall Contractors' and 'CWC'.

75. Around 2 February 2022, there was knowledge that CWC was not providing income protection. There was a discussion of pulling workers. There was a brief conversation between Mark Sutherland and Pare[48]:

Sutherland: *'[Mark] Norris [of CWC] isn't paying income protection for anyone.'*

Pare: *'Should we pull all the workers up on the job?'*

76. Between 13 September 2022 and 24 July 2022 Pare and CWC's Mark Norris exchanged 399 text messages.[49] The texts reveal that Norris was expecting an EBA to be approved or arranged by Pare. It is unclear whether Pare received a benefit for providing CWC with the EBA[50]:

Norris: *'Morning Mr Carrol How are we? Just wanted to follow up on what I've previously mentioned. Don't know if you have heard but we won Land 19 and also we have new owners.* ***The new owners are willing to pay very good money to the right people and you fit that bill. I think it would be worth your while to sit down with Andrew and have conversation about where we are heading as a company and how you could be a part of that.*** *Cheers*

Norris: *'WTF a non union company trying to scalp my guys. I'm pretty annoyed. When can we sort this EBA out mate?'*

Pare: *'Bit of poaching there mate. Lol no worries let's catch up this week and sort this EBA up'*

[48] CFM.023.001.3869
[49] CFM.100.001.1715
[50] See, for example, pages 0016, 0017, 0018, 0020.

Norris: '*Problem is "we pay the same and you don't have to deal with the union" is causing me problems*'

Pare: '*Who said that?*'

Norris: *'That new company that won land 19.'*

…

Norris: *Really?'*

Pare: '*Lol calm down mark.* ***Remember my deal is a deal.*** *Don't stress'*

Norris: '*Battle? Really.* ***Please tell me my notes I sent to you aren't on there***[51]*. Would it be too much trouble for the owner of the company to be sent the same information?'*

Norris: '*I'm not stressed I don't the boys thinking we're fighting cos we are not.'*

Pare: '*That's right mate.* ***Just know mark I've got ur back ok'***

Pare: '***I'm the boss I can over ride anything'***.

77. In a text discussion with Mark Norris of CWC, the following conversation takes place:

Norris: *'12-12.30pm tomorrow then. I've got old mate coming from Goldie for work and would like to* ***have the agreement and handshake done****. Pls let me know asap'*

Pare: *'Who?'*

Norris: *'Old Boy Phil'*

Pare: *Yeah I'll see you tomorrow at 12:30'*

78. On 4 April 2024, Pare receives an email from a third party (Carlo Cortese) which states that CWC was not paying income protection insurance, only redundancy.[52]

'Gents

[51] The notes sent to Pare referred to above are available; they appear to relate only to technical matters within the EBA negotiation. See CFM.023.002.7148.
[52] CFM.023.006.2419

As mentioned, we have discovered that the above company [CWC] which is paying direct to Incolink has only been paying Redundancy and no insurance since inception.

Not sure why this has occurred but will leave to you to investigate and might be worthwhile looking at anyone else that is paying direct that this is not occurring with others.

Leave in your capable hands.

Thanks for the company during the week.

Carlo'

79. Pare forwards the email to Mark Norris of CWC:

> *'G'day mate. Thought I'd forward this to you but I'll catch up with you during the week to discuss it more.'*

80. Of note is that Pare was aware from around 2 February 2022 (see above) that this was an issue and appears to have done nothing about it from a Union perspective.

81. On 8 April 2024 there is an email from Scott Atkins (Incolink) to Pare, Carlo Cortese and Samantha Ellison appearing to address the non-payment of the income protection insurance.[53]

82. On 27 August 2024, CWC issues an invoice to ABCWF (SA State union) for "supply labour and materials from CFMEU fitout as discussed on site" for $49,839.15. The invoice is paid on the same day.

83. These interactions give rise to a series of troubling circumstances including:

    a. It appears there is a deal between CWC and Mr Pare;

    b. CWC indicated it was 'willing to pay very good money to the right people and you fit that bill';

    c. Mr Pare appears to have failed to act for over 2 years to deal with the underpayment of workers' conditions by CWC;

    d. Within 72 hours of the commencement of the Administration, about $50,000 was paid to CWC. The payment was paid the very same day the invoice was issued. What the payment was for is currently unclear.

84. In my view, there is currently insufficient evidence to show any financial irregularities or unauthorized expenditure of CFMEU funds by Pare in respect of renovations to the SA Construction & General Divisional Branch office by CWC. The communications between Pare and Norris raise questions about the role that Pare played in arranging the EBA for CWC. They require further investigation.

[53] CFM.023.002.0856

[redacted]

Benefit received by Pare's mother and her partner

85. A search has been conducted of documents which relate to Lorna Pare. What those documents show is that Lorna Pare has had involvement with a variety of construction companies: MC Labour, Top Up Labour Hire and Multuplex. The following documents were viewed:

    a. On 18 May 2021 Pare receives, at his Union email address, an 'Employment Application' to Top Up Labour Hire. The application is filled out by Lorna Pare.[54]

    b. On that same day Pare sends that employment application document to Desmond Savage's Union email address. At that time, Savage was the Assistant Divisional Branch Secretary of the SA Branch. Pare was a Branch Organiser.[55]

    c. On that same day Pare sends the 'Employment Application' document to Steve Mellech, the Managing Director of Top Up Labour Hire.[56]

    d. On 14 June 2022, Pare texts Mark from Multiplex saying '*I hope your gonna pay my mum double time for all hours last week given you had no supervision looking after her plus her finishing 2 in the morning Friday night. Double slap my head*'[57]

    e. On 7 July 2022, Uppal sends to Pare a 'Resignation Letter'. This letter purports to be Lorna Pare resigning from her position as hoist operator at Multiplex.[58]

    f. On 13 January 2023, Pare texted the following message to his own number[59]:

    'Hello Ben, It's Scott Atkins, we recently met at the Adelaide union BBQ. I have asked Marcus to pass on my details to assist you and Ashleigh. I am very excited to be given this opportunity at the very beginning of Incolink's South Australian journey. Please feel free to contact me on [redacted] *or* [redacted] *any time. Kindest regards, Scott'*

    This message appears to relate to obtaining a position at Incolink for Scott Atkins, the then-boyfriend of Lorna Pare.

    g. On 28/4/2023 Pare is sent an email from an employee of Incolink relating to employing Scott Atkins.[60] The email asks a variety of basic informational questions relating to Atkins (full name, DOB, mobile, email, etc). There appears to be no other assessment for Atkins suitability for the position, however this could have occurred through another process, albeit it appears all employment questions are filtered through Pare.

86. It should be noted that there is clearly a link between CWC and Incolink, albeit that is not entirely clear on the material available.

[54] CFM.023.001.3421
[55] CFM.023.001.3420
[56] CFM. 023.001.3429
[57] CFM.100.001.1162_0005
[58] CFM.023.003.9382
[59] CFM.100.001.1200_0007
[60] CFM.023.003.0041

[redacted]

87. There is no direct evidence in the documents analysed which evidence that Lorna Pare has received any preferential treatment in obtaining employment. While inferences may arise from Pare emailing his mother's employment application to the managing director of Top Up Labour Hire, there is nothing to suggest that he unduly influenced Top Up Labour Hire to employ her.

88. There is no evidence whatsoever from the documents of any bullying or harassment claims made against Lorna Pare while she was employed with any of those companies. Enquiry into that particular aspect of the Terms of Reference would require obtaining information from those particular companies.

89. Further investigation may be warranted as to the circumstances of the employment of Scott Atkins with Incolink, and how that might be linked to any benefit (direct or indirect) received from CWC for Pare.

Pare's communication with Union employees

90. While not specifically within the Terms of Reference, in the course of investigating the above matters, I have come across text messages of Pare's which appear to be wholly inconsistent with what would be expected of a senior Union official.

91. I located the following messages which were sent by Pare to Travis Hera-Singh, another Union employee, on 27 January 2022[61]:

> Pare: '*Fucking when I call you fucking answer mate. Don't send me a fucking message with no explanation cunt. Wtf do you expect me to do with that number huh? If you can't organise your job and expect me to fucking do It then what's the fucking point of you being a organiser*'
>
> Pare: '*Mate I'm sick of giving directions and you not listening to them. If you don't wanna listen to me. Leave your car and keys on my table and leave the union. The shit I'm finding out mate is exactly like what Scotty done to me. No fucking loyalty at all. So I'm fucking done mate. I'm in a meeting and this is the last shit I need to deal with.*'

92. On 11 March 2022, Pare sends a series of message to Uppal, another employee of the Union:[62]

> Pare: 'Yeah you might wanna find an out her new place to work aswell'
>
> Pare: 'You lied to me you dog'
>
> Pare: 'Can't fucking trust any of you anymore'
>
> Pare: 'Fuck off cunt. Don't fucking talk to me anymore'

[61] CFM.100.001.1033
[62] CFM.100.001.0277_0063

[redacted]

93. On 13 October 2022, Pare exchanged the following text messages with Scott Vink, who was the 'SA Construction Coordinator'[63]:

Pare:	'*All The Fleurieu boys are gonna resign mate, fuck those dog cunts I wanna make a black list on every single one of them. Soon as they jump on any of our friendly ones. There gone. I'm fucking off those fucking dogs expecting me to beg to those fuck tards*'
Vink:	*Rodgee, how do u know mate?*'
Pare:	'*They rang me*'
Pare:	'*Fuck those cunts mate. I'm fucking losing it*'
Vink:	'*Kunts*'
Pare:	'*I FUCKING WANNA KILL EVERY SINGLE ONE OF THEM THE FUCKING SCABS*'

94. Violence, threats of violence and menacing conduct are unacceptable in any workplace. Organisers, construction workers, CFMEU staff and delegates should not be exposed to such conduct. Those communication show a level of aggression both towards Union employees and people outside of the Union that are not in accordance with how the Union should be conducting its business.

[redacted]

CHRIS KUMMEROW

Liability limited by a scheme approved under professional standards legislation

[63] CFM.100.001.0485

[redacted]

THE GREENFIELDS' LEGAL FEES

Liability limited by a scheme approved under Professional Standards Legislation.

A. INTRODUCTION

1. Under a direction from the Administrator to investigate criminal conduct and corruption in the Construction and General Division of the CFMEU, I have examined:

   (a) The circumstances in which a payment of $3,150,969.50 was made by the CFMEU to a firm of solicitors, McGirr & Associates, on 19 July 2024;

   (b) The identity of the persons who approved the payment; and

   (c) The purpose of the payment.

2. It is common ground that the $3,150,969.50 was intended to cover the further legal expenses being incurred by the Secretary of the CFMEU Construction and General Division NSW Divisional Branch, Darren Greenfield, and his son the Assistant Secretary, Michael Greenfield. The legal fees were being incurred by the Greenfields in defending criminal charges. The NSW Divisional Branch resolved, in effect, to give an unlimited indemnity to the Greenfields in respect of their legal expenses. Nearly $1,000,000 has already been paid out on behalf of the Greenfields and, had the matter progressed as intended, at least $4,000,000 of union funds would eventually have been spent.

3. My investigation raised questions as to the legality and propriety of the actions of several persons, including the four senior members of the NSW Divisional Branch executive – the President Rita Mallia, the Secretary Darren Greenfield, an Assistant Secretary Rob Kera, and another Assistant Secretary, Michael Greenfield.

4. This is my report of the result of the investigation. I was assisted in the investigation and the making of this report by Diana Tang of Counsel.

My conclusions in summary

5. The facts lead me to these conclusions on the principal issues:

   (a) Each of the President, Rita Mallia, the Secretary, Darren Greenfield, an Assistant Secretary, Rob Kera, and another Assistant Secretary, Michael Greenfield committed multiple serious contraventions of the duties they owed to the members of their union.

   (b) Each of them breached their duty of care and diligence in relation to the financial management of their union.

   (c) Each of them breached their duty of good faith owed to their union in relation to the financial management their union.

   (d) In addition, Darren Greenfield and Michael Greenfield also breached their duty to their union by using their position to gain an advantage for themselves.

   (e) Each of these contraventions were serious and warrant prosecution and the imposition of substantial civil penalties.

[redacted]

(f) Each of these contraventions caused the union and its members damage. Had the matter progressed as intended that damage could have risen as high as $4 million. The union is entitled to recover several hundreds of thousands of dollars from Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield for the damage which they caused.

(g) In the instance of Darren Greenfield, the contraventions are more serious and warrant his prosecution on criminal charges for recklessly failing to discharge his duties in good faith and using his position dishonestly with the intention of directly gaining an advantage for himself and his son.

(h) Contraventions should be referred to the Fair Work Commission (FWC) to consider commencing proceedings for the imposition of civil penalties on members of the Executive, as well as those, possibly including legal representatives identified in this report, who were involved in such contraventions.

A lack of co-operation

6. The investigation was hindered, but not compromised, by a lack of co-operation.

7. Rita Mallia, Darren Greenfield, Michael Greenfield, Rob Kera, and a solicitor, Paul McGirr of McGirr & Associates, declined to comply with a notice under clause 9 of Schedule 6 of the *Industrial Relations Act 1996* (NSW). Their refusal may make them liable for a civil penalty under that provision.[1] I then sent letters to each to give an opportunity to them to address relevant issues, but again they declined to assist.

8. Another solicitor, Peter Hodges of Mills Oakley, was given a statutory notice requiring him, as a former service provider of the NSW Divisional Branch, to produce a single document. Despite the notice, Mr Hodges declined to assist.

9. Notwithstanding these attempts to frustrate the investigation, there was still ample documentary material, which, together with information provided from co-operative witnesses, permitted the investigation to be completed.

B. THE CFMEU

10. The structure of the CFMEU is complex. There are three bodies relevant to this investigation. There is the national organisation – which will be referred to as the CFMEU. Within the CFMEU, the Construction and General Division has a branch operating in NSW – which will be referred to as the NSW Divisional Branch. Then there is a State registered organisation – which will be referred to as the NSW Union.

11. The CFMEU is a registered organisation under the *Fair Work (Registered Organisations) Act 2009* (Cth). The nationally registered CFMEU has three Divisions, one of which is the Construction and General Division.[2] The Construction and General Division is further divided

[1] A copy of this report should be provided to the relevant regulator in NSW.
[2] The CFMEU Construction and General Division is established by rule 27 of the National Rules.

[redacted]

into State and Territory branches, which relevantly includes the NSW Divisional Branch.[3] The NSW Union is a separate organisation registered under the *Industrial Relations Act 1996* (NSW).

12. The NSW Divisional Branch is governed by a combination of four employed officials and a Committee of Management. The four full-time officials are the President, the Secretary, and two Assistant Secretaries – it will be convenient to refer to this group as the Executive. The Committee of Management – which will be referred to as the COM – is a body comprised of the Executive and 26 persons elected by and from the members of the Divisional Branch.[4] Generally speaking, the non-executive members of the COM are union delegates.

The relationship between the Executive and the COM

13. A number of non-executive members of the COM came forward to provide assistance. There was a similarity between several of the accounts: the Executive dominated the COM, provided it with insufficient information, shut down discussion, and quashed dissent – and this had been the case for the last four to five years.

14. The non-executive members of the COM were not supplied with any information before meetings.[5] Upon arrival at meetings, the COM were supplied with some paperwork, but there was no time to read it, much less digest it. The items on the agenda were only identified by the Executive after the meeting commenced. On important issues the non-executive members of the COM were handed a resolution composed by the Executive and just asked to vote on it. Only members of the Executive spoke at COM meetings; ordinary members were of the view that if they spoke up it would be held against them, and there would be consequences. Some told me they had never heard a member of the COM speak against proposals put forward by the Executive.

15. I was told the potential *"consequences*" did not include physical intimidation: it was more subtle than that.

16. The pressure which was applied to the non-executive members of the COM was an extension of pressure which was placed by the Executive onto delegates generally. Appointment as a delegate is much sought after in the NSW Divisional Branch. Although delegates are notionally selected by democratic means, it has always been the case that the Executive could exercise significant control over who would, and who would not, receive an appointment as a delegate. An appointment as a delegate could be terminated as easily as a member of the Executive having a word with the delegate's employer. It was also known that organisers would denigrate an out-of-favour delegate's performance with the other union members on site. Organisers were capable of embarrassing delegates by stirring up a dispute on the worksite for which the delegate was responsible.

[3] The NSW Divisional Branch of the CFMEU Construction and General Division is established by rule 18 of the C&G Division Rules.
[4] Divisional Branch Rules, r 42(a)(i).
[5] Some said they occasionally received an agenda a day or two before the meeting.

[redacted]

17. Further, though nominally a democracy, there have not been contested elections for decades in the NSW Divisional Branch (at least since 2010). There were around 95 elected offices in the branch. In the 570 quadrennial elections since 2000 there was not one contested election. The secretary's position was never contested, nor were the positions of any other members of the Executive, or COM members. Even casual vacancies did not give rise to contested elections. Every COM member who was serving in 2024 had been selected by Darren Greenfield, were supported by him and owed their positions to him. Each four years, a ticket headed up by the Greenfields and Ms Mallia were the only nominees for the election. To be elected as a COM member on the ticket, a delegate needed to retain the support of the Greenfields. By these two means, control of the Executive over the members of the ticket and influence over the continued employment of delegates, Darren Greenfield and the Executive were able to dominate and control the COM.

18. It was for these reasons that the non-executive members of the COM felt constrained *not* to speak against the Executive. No-one was willing to cross swords with the Executive. The Executive ran the NSW Divisional Branch as they wished; the COM had become the Executive's catspaw.

C. THE UNION RULES

19. All federally registered organisations are required to have rules in accordance with Chapter 5 of the Registered Organisations Act. The CFMEU is subject to the National Rules. The Construction and General Division is subject to the National Rules[6] as well as the separate Construction and General Division Rules.[7] The Division Rules also include Divisional Branch Rules[8] which are applicable to the NSW Divisional Branch.[9]

20. Accordingly, the relevant obligations regarding the use of funds by the NSW Divisional Branch are found in the National Rules, the Division Rules, and the Divisional Branch Rules.

21. When construing union rules special interpretation methods apply. One is that there needs to be an acknowledgment that the rules have "*more likely than not, been drawn by a layperson familiar with the union and its objects, rules, operations in practice and role, which includes but is not confined to participation in the industrial relations system, its membership and the industries in which those members work, rather than by a legally trained draftsman*".[10] Another is that, where the text of a union rule permits constructional choices, a construction which furthers, or is at least consistent with, any evident purpose of the authorising rule is to be preferred.[11]

22. The National Rules provide that the funds of the Divisional Branch are under the control of the COM and are to be used in accordance with the rules.[12] The COM, subject to review by the

[6] National Rules, r 26.
[7] C&G Division Rules, r 17.
[8] C&G Division Rules, r 19; the Divisional Branch Rules commence at p 24 of the C&G Division Rules.
[9] C&G Division Rules, 17.
[10] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [34]-[35].
[11] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [38].
[12] National Rules, r 23(vii), expressed that way the COM includes the Executive.

[redacted]

Divisional Branch Council,[13] has the "*care, control, superintendence, management and administration in all respects of the affairs, funds and property of the Divisional Branch*".[14]

23. The key rule for present purposes is r 35 of the Divisional Branch Rules which deals with the funds of the Divisional Branch:

> 35 – FUNDS OF THE DIVISIONAL BRANCH
>
> (a) All moneys subscribed shall be held for the administration of the Divisional Branch in accordance with Rules and banked by its officers in such bank or banks as the Divisional Branch Council shall decide.
>
> (b) All expenditure from the funds shall be in accordance with the Rules of the Divisional Branch and no expenditure shall be permitted for any other purpose.
>
> (c) APPLICATION OF FUNDS - The funds of the Divisional Branch shall be used only for the carrying out of the objects of the Union and in necessary expenses of management.
>
> …
>
> (e) All expenditure for ordinary purposes, i.e., incurred in directly furthering the objects and for expenses of management, may be disbursed by direction of the Divisional Branch Management Committee and any other expenditure by direction of the Divisional Branch Council.
>
> …
>
> (k) Notwithstanding sub-rules (e) and (g) hereof, in the NSW Divisional Branch all expenditure for ordinary purposes, i.e. incurred in directly furthering the objects of the union and for expenses of management of the Divisional Branch may be disbursed by decision of the Divisional Branch Secretary or the Divisional Branch President and such other official of the Divisional Branch as the Divisional Branch Management Committee may from time to time authorise. Provided however that all expenditure so incurred shall be placed before the Divisional Branch Management Committee for consideration and ratification, and further provided that the Divisional Branch Management Committee may withdraw such authorisation at any time or for any period it sees fit. Expenditure for other purposes authorised by the rules may be disbursed by decision of the Divisional Branch Management Committee.

24. The COM has the powers of the Divisional Branch Council.[15] Those powers relevantly include the power to take such steps necessary to carry out the objects of the Union, and to spend such funds as are necessary to carry out the objects of the Branch.[16] The COM also has power to defend "*legal proceedings in matters affecting the affairs of the Divisional Branch*".[17]

25. The Divisional Branch is also required to comply with the expenditure policy adopted by the National Executive under r 24A of the National Rules.[18] The expenditure policy relevantly provides:

> Assets and Expenses Policy

[13] The Divisional Branch Council is the "*supreme governing body*" of the Divisional Branch: Divisional Branch Rules, r 40(1).
[14] Divisional Branch Rules, r 42(c); the Divisional Branch Council is the highest deliberative body of the Divisional Branch: Divisional Branch Rules, r 40(4).
[15] Divisional Branch Rules, r 42(c).
[16] Divisional Branch Rules, r 40(4)(a).
[17] Divisional Branch Rules, r 40(4)(m).
[18] National Rules, r 24A.

[redacted]

> All Union funds shall be expended only for legitimate Union business, in accordance with the applicable rules and policies of the Union including, where relevant, rules and policies applying to a specific Branch, Division or Divisional/District Branch of the Union.
>
> The Union may reimburse officers and/or employees of the Union for reasonable expenses incurred by an officer or employee in performing union business. Any reimbursement of expenses shall be appropriately authorised and substantiated.
>
> Nothing in this policy removes any obligation or responsibility with respect to financial management placed upon a committee, officer, member or employee of the Union by the rules of the Union.

26. This same expenditure policy has been recently considered by Justice Logan in *FWC v Smyth*[19] where his Honour observed with respect to r 24A:

> *... Self-evidently, Rule 24A contemplates the formulation of policies that will promote the interest not just of the Union as an abstract, separate legal entity, or of a District Branch, but also of its members in financial integrity and good governance in relation to the expenditure of the Union's funds. Further, the governance dimension necessarily means that the Policy must be construed in the context of how the Rules provide for the wider organisation and governance of the Union and implications necessarily flowing from such provision. That therefore includes not just the Rules but also, materially, the Divisional Rules. Regard to the wider context of the Rules and the Divisional Rules discloses that, although there is a national executive, the Union has a structure of Divisions, on broad occupational lines with scope for most Divisions to have Branches constituted on a geographic basis. The Divisional Rules evidence an application of this with respect to the Division.*

27. The collective effect of the rules is that the funds of the Divisional Branch are to be used "*only for the carrying out of the objects of the Union*",[20] the "*necessary expenses of management*",[21] and "*only for legitimate Union business*".[22] This can only be done after authorisation by the COM.[23]

28. The objects of the Union appear in the National Rules, which relevantly provide:

> 4 – OBJECTS
>
> (a) To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.
>
> …
>
> (e) To provide legal assistance to the Union and its members to protect the interests of the Union in all its Divisions and Divisional Branches, and to assist other trade unions by any legal method.
>
> …
>
> (g) To protect members from any infringement of their rights.
>
> …
>
> (p) To assist members by loan or otherwise.
>
> …

[19] [2024] FCA 304, [39].
[20] Divisional Branch Rules, r 35(c).
[21] Divisional Branch Rules, r 35(c).
[22] CFMEU Expenditure Policy.
[23] Divisional Branch Rules, r 35.

[redacted]

(aa) To do all other acts and things as are incidental or in any way related to the carrying out of any one or more of the above objects.

29. It is also within the COM's powers to make a loan, grant or donation. Rule 42(s) of the Divisional Branch Rules provides that where a loan, grant or donation exceeding $1,000 is to be made, the COM must have satisfied itself that the making of the loan, grant or donation would be in accordance with the rules, and the COM must approve the making of the loan, grant or donation.[24] There does not appear to be any other rules directed to when a loan, grant or donation may be made, but the power to do so is a necessary implication of a combination of the objects stated in the National Rules and r 42(s) of the Divisional Branch Rules.

30. Under the Registered Organisations Act, where a loan, grant or donation exceeding $1,000 has been made, the Divisional Branch is required to lodge with the Fair Work Commission[25] a statement showing the relevant particulars of the loan, grant or donation within 90 days of the end of the relevant financial year.[26]

31. The regulation of grants and donations is unique in this regard. Grants and donations involve unusual and extraordinary expenditure. They involve the union's funds being given to a third party without any commercial exchange. Otherwise, union funds could be being given away for nothing in return. This is why grants and donations must be reported to members. As opposed to most ordinary expenditure in return for goods and services, there is a public document that allows members to specifically find out about who is receiving grants and donations. When a donation is kept secret then members are not told the identity of the beneficiary of such extraordinary expenditure.

E. FIDUCIARY AND STATUTORY OBLIGATIONS

32. Each of the members of the Executive and the COM owe fiduciary duties to the members of the Divisional Branch; those duties are analogous to those owed by directors to companies.[27] It is now unnecessary to go into the fiduciary obligations under general law because the same obligations have been picked up in the Registered Organisations Act.

The statutory duties

33. Under Part 2 of Chapter 9 of the Registered Organisations Act, each of the members of the Executive and the COM owe specific statutory duties.[28] These duties relate to the financial management of the union.[29] The duties mirror duties imposed under the general law and

[24] Divisional Branch Rules, r 42(s); this rule is required by s 149 of the Registered Organisations Act.
[25] Prior to 6 March 2023, the Registered Organisations Commissioner had regulatory powers and functions under the Registered Organisations Act – those powers and functions were transferred to the Fair Work Commission by the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth).
[26] Registered Organisations Act, s 237.
[27] *Allen v Townsend* (1977) 16 ALR 301, 348-349.
[28] See definition of "*office*", "officer", and "*collective body*" in ss 6 and 9 of the Registered Organisations Act.
[29] Registered Organisations Act, s 283.

[redacted]

imposed on directors under corporations law.[30] A breach of duty carries a civil penalty and can also constitute a criminal offence.[31]

34. The relevant statutory duties are of particular significance and are worth setting out in full:

> Section 285 Care and diligence—civil obligation only
>
> (1) An officer of an organisation or a branch must exercise his or her powers and discharge his or her duties with the degree of care and diligence that a reasonable person would exercise if he or she:
>
> (a) were an officer of an organisation or a branch in the organisation's circumstances; and
>
> (b) occupied the office held by, and had the same responsibilities within the organisation or a branch as, the officer.
>
> …
>
> (2) An officer of an organisation or a branch who makes a judgment to take or not take action in respect of a matter relevant to the operations of the organisation or branch is taken to meet the requirements of subsection (1), and their equivalent duties at common law and in equity, in respect of the judgment if he or she:
>
> (a) makes the judgment in good faith for a proper purpose; and
>
> (b) does not have a material personal interest in the subject matter of the judgment; and
>
> (c) informs himself or herself about the subject matter of the judgment to the extent he or she reasonably believes to be appropriate; and
>
> (d) rationally believes that the judgment is in the best interests of the organisation.
>
> The officer's belief that the judgment is in the best interests of the organisation is a rational one unless the belief is one that no reasonable person in his or her position would hold.
>
> …
>
> Section 286 Good faith – civil obligations
>
> (1) An officer of an organisation or a branch must exercise his or her powers and discharge his or her duties:
>
> (a) in good faith in what he or she believes to be the best interests of the organisation; and
>
> (b) for a proper purpose.
>
> …
>
> (2) A person who is involved in a contravention of subsection (1) contravenes this subsection.
>
> …
>
> Section 287 Use of position—civil obligations
>
> (1) An officer or employee of an organisation or a branch must not improperly use his or her position to:
>
> (a) gain an advantage for himself or herself or someone else; or
>
> …

[30] Registered Organisations Act, ss 285 to 287.
[31] Registered Organisations Act, s 290A.

[redacted]

(2) A person who is involved in a contravention of subsection (1) contravenes this subsection.

…

35. The civil penalties available for contravention are the same for each statutory duty: 100 penalty units for a contravention; 1,200 penalty units for a "*serious contravention*".[32] Under s 6 of the Registered Organisations Act a "*serious contravention*" is one which "*materially prejudices*" the branch or its membership, or just fits the description of "*serious*". Under s 301(1A), the Administrator has standing to apply for an order from the Federal Court imposing pecuniary penalties for contraventions of ss 285, 286 and 287 by a person who was an officer or employee of the CFMEU working in the Construction and General Division or any of its branches.[33]

36. If there is a breach of these statutory duties and the person has acted dishonestly or recklessly in doing so, criminal sanctions arise under s 290A with a penalty of 2,000 penalty units or 5 years imprisonment.

37. As noted above, the duties imposed by the Registered Organisations Act are similar to those imposed on directors under the *Corporations Act 2001* (Cth). Generally, whether or not there has been a contravention will be guided by principles applicable in the corporations law context.[34] Nonetheless, it is important to take into account that a union has "*different objects than the carrying on of business with a view to profit*".[35] Moreover, how the union operates, and the other duties an officer of a union may have, may render any analogy with a board of directors inapt.[36]

38. The importance of these provisions is because, as will be seen, I have come to the view that each of the members of the Executive did contravene their statutory duties and ought to be subject to civil penalty proceedings. In the instance of Darren Greenfield I go further – in my view Darren Greenfield acted dishonestly or recklessly in contravening those duties, exposing him to a criminal sanction.

39. In those circumstances it is necessary to examine the content of each of the statutory duties in closer detail.

Care and diligence

40. The requisite degree of care and diligence to be exercised is identified by reference to the organisation's circumstances and the office and the responsibilities within the organisation that the officer in question occupied.[37] Whether an officer has exercised care and diligence is

[32] During the times relevant to this investigation the amount of a penalty unit varied. From 1 July 2020 until 31 December 2022 it was $220; from 1 January 2023 until 30 June 2023 it was $275; from 1 July 2023 until 6 November 2024 it was $313.

[33] In any proceedings for a contravention of a civil penalty proceeding, if the Court is satisfied that a person has or may have contravened a civil penalty provision but the person acted honestly and in all of the circumstances ought fairly be excused for the contravention, the Court may relieve the person wholly or partly from liability: s 315. Where a person thinks that such proceedings will or may be brought against them, they may apply to the Federal Court for relief from liability before any such proceedings have been brought: s 315(3),(4).

[34] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [16]; *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [138].

[35] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [134].

[36] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [153].

[37] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [16], quoting *Shafron v Australian Securities and Investments Commission* (2012) 247 CLR 465, [18].

[redacted]

assessed by an objective standard.[38] There is no need to show an officer acted dishonestly or with any particular mental state to establish a civil contravention. In *FWC v Smyth*,[39] in identifying the relevant standard, Justice Logan took into account that:

> *The office of President of the Branch is not one required under the Rules to be held by a person with particular experience, let alone with qualifications in law or commerce. It must be held by a member of the Union. Further, given the coverage of the Division within which the Branch is found, it is inherently likely that the member concerned will have a background of experience as a miner or in a mining industry related calling.*

41. Those observations by Justice Logan are relevant to the present circumstances. The members of the Executive and the members of the COM were foremostly trade unionists, not business people. Although Rita Mallia was a qualified lawyer, her principal focus was on industrial affairs which are a long way from ordinary commercial considerations. This needs to be taken into account when assessing whether there was a breach of any of the statutory duties.

42. In assessing the standard of care and diligence required here, it is relevant that, in addition to the statutory duties set out above, the President and the Secretary were under obligations set by the Divisional Branch Rules.

43. The President – Rita Mallia – was employed in a full-time capacity in that office,[40] and had responsibility to conduct business in accordance with the Rules[41]; enter into the minutes of COM meetings a record of all payments[42]; and sign all cheques necessary, provided they had been placed before the COM for consideration and ratification.[43]

44. The Secretary – Darren Greenfield – who was also employed in a full-time capacity in that office, was specifically under the control of the Divisional Branch Council and the COM.[44] He had responsibility to carry out the decisions made by the Divisional Branch Council or the COM[45]; and to sign all cheques necessary, provided they had been placed before the COM for consideration.[46]

45. The reference to "*cheques*" may now appear dated, but the spirit of the rule remains in place: any payments of the NSW Divisional Branch, including the payment of the Greenfields' legal expenses, were ultimately the President's and the Secretary's responsibility and they had to be ratified by the COM.

46. The degree of care and diligence required will also be assessed by reference to the financial position of the NSW Divisional Branch at the relevant time.[47]

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[38] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [16]; *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [136].
[39] [2024] FCA 304, [142].
[40] Divisional Branch Rules, r 43(b)(ii).
[41] Divisional Branch Rules, r 43(d).
[42] Divisional Branch Rules, r 43(g).
[43] Divisional Branch Rules, r 45(a).
[44] Divisional Branch Rules, r 46(a).
[45] Divisional Branch Rules, r 46(b).
[46] Divisional Branch Rules, r 45(a).
[47] See, *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [150].

[redacted]

Good faith and proper purpose

47. There are two distinct obligations here – one is to act in good faith and the other is to discharge duties for a proper purpose.[48] To discharge duties in good faith, by analogy with the requirements imposed on a director, requires the officer to exercise their powers in the interests of the union, and not to misuse or abuse their power; to avoid conflict between their personal interests and those of the union; to not take advantage of their position to make secret profits; and to not misappropriate union assets for themselves.[49]

48. Whether powers and duties have been exercised in good faith or for a proper purpose is determined by a two-step analysis.[50] First, it is necessary to ascertain as a matter of law the purposes for which the relevant power may lawfully be exercised. The starting point will usually be the rules of an organisation. Secondly, it is necessary to determine as a matter of fact the purpose for which the power was exercised, and then to assess whether that purpose falls within the category of permissible purposes identified at step one.

An improper use of position to gain an advantage

49. Impropriety in this sense "*consist[s] in a breach of the standards of conduct that would be expected of a person in [the particular] position by reasonable persons with knowledge of the duties, powers and authority of [that] position … and the circumstances of the case*."[51] Because it is an objective standard, in the context of a contravention of the civil obligation an officer may act improperly even if that officer has no intention of acting dishonestly or otherwise than in the best interests of the organisation, and even if the officer is not conscious of the impropriety.[52]

50. A breach of this duty, relevantly, has two elements: there must be a connexion between the impropriety and the officer's position; and that impropriety was to gain a relevant advantage.[53] The focus is on the purpose of the conduct, such that there may be a breach of this duty even if the person does not accrue the advantage.

Persons "involved" in contraventions

51. As stated above, in my view, each of the four members of the Executive contravened statutory duties. But the contraventions do not stop there: other persons "*involved*" in those contraventions have also committed contraventions.[54] The significance of this for present purposes is that, in my opinion, it is necessary to consider whether certain lawyers were "*involved*".

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[48] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [18].
[49] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [19].
[50] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [20].
[51] *Health Services Union v Jackson (No 4)* [2015] FCA 865, [113], citing *Doyle v Australian Securities and Investments Commission* (2005) 227 CLR 18, [35].
[52] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [192]; *Health Services Union v Jackson (No 4)* [2015] FCA 865, [115]; *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [22]; *General Manager of Fair Work Commission v Thomson (No 3)* [2015] FCA 1001, [75]-[76].
[53] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [22]-[23].
[54] Registered Organisations Act, s 286(2), s 287(2).

[redacted]

52. In respect of the duties under s 286 (good faith) and s 287 (improper use of position to gain an advantage), a person who is "*involved*" in a contravention of those duties has contravened those duties.[55] That contravention carries with it civil penalties.

53. A person, relevantly, will be "*involved*" in a contravention if they have aided, abetted, counselled or procured the contravention.[56]

54. The definition of involvement in a contravention is the same as accessorial liability provisions in other legislation, including the *Fair Work Act 2009* (Cth) (**FWA**), the *Corporations Act,* and the *Competition and Consumer Act 2010* (Cth). To "*aid, abet, counsel or procure*" a contravention "*the person must intentionally participate in the contravention with the requisite intention*". That requires the person to have actual knowledge of "*the 'essential matters' which go to make up the events, whether or not the person knows that those matters amount to a contravention*".[57]

Were the lawyers "involved"?

55. I mentioned that this matter was relevant to determine whether certain lawyers were "*involved*" in contraventions. As will be seen, in my view, Paul McGirr of McGirr & Associates *was* involved. I have also considered whether Peter Hodges of Mills Oakley and Tim McCauley and Ivan Simic were involved in a contravention. I have come to the view that the information is insufficient to arrive at that finding.

56. In the case of Mr Hodges I was concerned whether the legal expenses charged by him and his firm were reasonable. As will be explained, this issue needs further investigation through the services of an expert costs assessor. I am also concerned about Mr Hodges' role in providing a fees estimate – a matter which is discussed in more detail in the postscript to this report. As matters presently stand, I cannot conclude that Mr Hodges was "*involved"* – but that might change depending on the advice received from the costs assessor.

57. As for Mr McCauley and Mr Simic, while I do not agree with some of the legal advice they provided to the NSW Divisional Branch, I am unable to see the relevant intention to participate in the contravention. As I will explain below, it seems that the advice may have been a misguided attempt to assist a long-standing client achieve a result it wanted.

F. THE GREENFIELDS AND THEIR CRIMINAL CHARGES

58. Darren Greenfield was born on 8 September 1965 and elected State Secretary of the NSW Divisional Branch and Secretary of the NSW Union on 2 February 2018.[58]

[55] Registered Organisations Act, s 286(2), s 287(2).
[56] Registered Organisations Act, s 284.
[57] *Fair Work Ombudsman v Devine Marine Group Pty Ltd* [2014] FCA 1365, [176]-[177], citing *Yorke v Lucas* (1984) 158 CLR 661, 667; approved by the Full Court in *Fair Work Ombudsman v Hu* [2019] FCAFC 133, [15].
[58] COM meeting minutes of 2 February 2018.

[redacted]

59. Michael Greenfield, his son, was born on 13 September 1985 and elected Assistant State Secretary of the NSW Divisional Branch and Assistant Secretary of the NSW Union on 2 February 2018.[59]

The background to the criminal charges

60. An independent investigative body, the Trade Union Task Force (**TUTF**), was created following the Royal Commission into Trade Union Governance and Corruption. In NSW, TUTF was a joint operation between the Australian Federal Police and the NSW Police Force.

61. TUTF opened Operation BrownSmith investigating corrupting benefits made by Xiang Feng Lin to officers and employees of the CFMEU, including Darren Greenfield and Michael Greenfield.

Darren Greenfield's criminal charges

62. On 17 September 2021 Darren Greenfield was charged with four counts of receiving a corrupting benefit contrary to s 536D(2) of the FWA. Although there are four separate charges, there are strong similarities between them.[60]

63. Each of the four charges concern Darren Greenfield's receipt of a $5,000 corrupting benefit from Xiang Feng Lin – $20,000 in total. The money was paid directly by Mr Lin to Darren Greenfield in cash on four occasions – 3 November 2018, 6 December 2018, 15 May 2019 and 19 June 2020.

64. Mr Lin owned Lin Betty Building Group – a business which installs plasterboard. His business could be advantaged by entering enterprise bargaining agreements endorsed by the CFMEU; through introductions to builders; or through industrial action on particular sites. Darren Greenfield could provide these kinds of advantages to Mr Lin.

65. The evidence to support the charges comes partly from informants, partly from captured text messages, partly through audio surveillance, and partly through video surveillance. Some of the video surveillance came from cameras installed in Darren Greenfield's union office. The video surveillance shows what appears to be Mr Lin passing cash to Darren Greenfield. There is confirmation of some of the payments through indiscreet text messages sent by Mr Lin before and after the payments were made.

Michael Greenfield's criminal charges

66. On 17 September 2024 Michael Greenfield was charged with two counts of receiving a corrupting benefit contrary to s 536D(2) of the FWA, and one count of making a false declaration contrary to s 25 of the *Oaths Act 1900* (NSW).

[59] COM meeting minutes of 2 February 2018.
[60] This account of the criminal charges is drawn purely from a statement of facts presented by TUTF. That is only one side of the story, but, given that both Greenfields have reserved their defences, it is the only version available. I respect the Greenfields' right to reserve their defence and draw no adverse inference from their doing so.

[redacted]

67. The two counts of receiving a corrupting benefit are similar to those alleged against Darren Greenfield: the payer of the corrupting benefit was Mr Lin; the sums were paid on 26 January 2019 and 15 May 2019; each payment was $5,000 in cash.

68. The false declaration charge relates to a statutory declaration made by Michael Greenfield on 29 October 2018 that Hung Yu Wu was driving a vehicle on 7 August 2018 when it went through a red light. TUTF alleges the statutory declaration was false, and that Michael Greenfield was the actual driver. It is further alleged that Mr Wu's involvement was arranged between Michael Greenfield and Mr Lin.

69. The evidence against Michael Greenfield was acquired in a similar fashion to the evidence against Darren Greenfield.

An observation on the strength, complexity and seriousness of the charges

70. The strength, complexity and seriousness of the charges are relevant in assessing the decision to indemnify the Greenfields, and the amount of money expended in doing so.

71. The cases are strong, simple, and the offences are comparatively minor.

72. The cases against the Greenfields are pending. Mr Lin has pleaded guilty to his role in the offences. Assuming the covert evidence is admissible, the offences may be established. But I acknowledge that this assessment is made without knowledge of the defences to be advanced.

73. The cases against the Greenfields are simple. They cannot be compared with commercial fraud prosecutions. There are seven discrete events, each confined in scope. There are a handful of possible witnesses. It is not a "*document*" case. There is no need for financial analysis. There is no need for expert evidence. Assuming the admissibility of the covertly acquired evidence is dealt with before trial, the trial should be short.

74. The offences are not serious. There were six small bribes. The false swearing offence is commonplace. While the charges are important to the Greenfields, objectively, they are reasonably minor criminal matters.

G. THE DECISIONS TO INDEMNIFY

75. There were three decisions by the NSW Divisional Branch to indemnify the Greenfields. The decisions were made at meetings of the COM on 17 September 2021, 20 May 2022, and 19 July 2024 and recorded in meeting minutes of those meetings.

H. THE FIRST RESOLUTION – 17 SEPTEMBER 2021

76. At 7am on 17 September 2021 a meeting of the NSW Divisional Branch COM opened.[61] Rita Mallia took the Chair; Rob Kera was present; both Greenfields are recorded as apologies.

[61] It seems that when COM meetings occurred they are concurrently meetings of the NSW Divisional Branch and the NSW Union. There are minutes kept of each meeting, but the terms of those minutes are always – probably inappropriately – identical.

[redacted]

77. The Greenfields were not present because, that same morning, they were at Surry Hills police station being charged with the offences.[62] The non-executive attendees at the COM meeting were aware that the charges were about to be laid, but based upon my conversations with some of them, they were unaware of the details of the offences alleged.

78. The key item on the agenda was titled "*Report in relation to Darren Greenfield and Michael Greenfield".* The minutes record Ms Mallia and Mr Kera as speaking on the subject of "*the foreshadowed charges*". According to the minutes Ms Mallia and Mr Kera told the COM that *"the charges appear to relate to the search warrant executed on the Union's Pyrmont office in November 2020. As such the charges would appear to relate to allegations involving the conduct of the State Secretary and the Assistant State Secretary in the performance of their offices".*[63]

79. If they were the only facts known, drawing an inference of a relationship between the charges and the execution of the Greenfields' duties might be reasonable. It certainly could properly form a basis for the COM to make an initial decision to support the Greenfields. It would, however, be necessary to monitor that decision when further facts became known.

The background to the first resolution

80. Darren Greenfield was closely involved in the formulation of the passage of the first resolution which resulted in him and his son receiving an indemnity from the NSW Divisional Branch.

81. In the invoice issued by Mills Oakley dated 25 November 2021, there is the first recorded contact between Darren Greenfield and Peter Hodges of Mills Oakley on 15 September 2021. Mr Hodges then spoke to the police – presumably, this was making arrangements relating to the charges which were to be laid on 17 September 2021.

82. According to the invoice, after that, Mr Hodges spoke to Ivan Simic, a partner at Taylor & Scott. Then on 16 September 2021, the invoice records "*Telephone conversation with (multiple) Messrs Darren and Michael Greenfield and Mr Simic*".

83. This suggests that Mr Hodges was contacting Taylor & Scott – who were the union's solicitors – on the instructions of Darren Greenfield. The next thing that happened was that, at 4:56pm on 16 September 2021, Tim McCauley, another partner at Taylor & Scott, sent a "*proposed resolution*" to Rita Mallia. Mr Simic was included in this email. Other than the references identified in the invoice from Mills Oakley, I have not located any written instructions to prepare this resolution; it seems reasonable to conclude that someone from the Executive gave those instructions by telephone. It may also be inferred that this was an instruction given at the request or direction of Darren Greenfield or given from Darren Greenfield himself.[64]

84. The terms of that resolution are reproduced in the minutes of the COM meeting. It is clear that Ms Mallia (probably with the backing of the rest of the Executive) had already made up her mind

[62] Michael Greenfield Statement of Facts, [74], [77]-[78]; Darren Greenfield Statement of Facts, [80], [83]-[84].
[63] Given the Greenfields have remained silent on the subject of the charges, it is not clear how Ms Mallia and Mr Kera got this impression.
[64] This is something that I would have been assisted by speaking with Darren Greenfield and Rita Mallia, but I was denied that opportunity.

[redacted]

that the Greenfields would be indemnified. Given the observations made earlier as to the relationship between the Executive and the non-executive members of the COM, it was likely there was no informed debate and little opportunity for dissent.

85. As for the crucial part, the minutes record this:

> *The Committee of Management resolves that the reasonable legal expenses of State Secretary Darren Greenfield and Assistant State Secretary Michael Greenfield will be met by the Branch, including retaining private legal representation and counsel to defend any charges that are laid.*

86. A resolution in those terms is flawed. Although the extent of the indemnity is limited to "*reasonable legal expenses*", there is no mechanism for determining reasonableness. And although, on the information provided to the COM, it *may* have been reasonable to grant the indemnity, there should have been an internal mechanism to allow it to be reconsidered in the event further information was acquired. A carefully drawn resolution of this kind would have inserted a qualification that appropriate information would need to be proffered to the COM by the Greenfields.

87. The resolution is followed by this:

> *In so resolving, the Committee of Management has satisfied itself that: the making of the grant or donation in respect of the legal expenses would be in accordance with the rules of the Union.*

88. The keywords of that notation to the resolution are contained in the reference to "*the grant or donation*". These words were going to come under scrutiny by the auditor.

Payments for legal expenses made under the first resolution

89. It seems the Greenfields retained two law firms to act for them – Mills Oakley and McGirr & Associates.

90. McGirr & Associates appears to have been the original firm involved. The prosecutor's statement of facts records that, at the time they were charged, the Greenfields were accompanied by Paul McGirr of McGirr & Associates.

91. But it appears from the invoicing that Mills Oakley also had carriage of the matter. The first invoice raised by Mills Oakley records discussions between Peter Hodges and the Greenfields on 15 September 2021 – two days before the Greenfields were charged.[65] There were emails and teleconferences between Mills Oakley and Mr McGirr on 15 September 2021.

92. Ordinarily, there would be a formal fees agreement between the Greenfields and their lawyers. It is not clear whether agreements were made here. There is no copy of a fees agreement between the Greenfields and Mills Oakley or between the Greenfields and McGirr & Associates

[65] McGirr & Associates continued to have some role. The invoices from Mills Oakley include, as disbursements, two invoices from McGirr & Associates: 24 November 2021 for $4,840 and 16 April 2024 for $4,880.

[redacted]

kept amongst the union papers.[66] Even if there were no formal fees agreements, there was an obligation cast upon the lawyers to disclose the basis on which their costs were to be calculated.[67] If the Greenfields entered into some kind of agreement, they do not seem to have shared the agreements with the other members of the Executive and the COM. If Rita Mallia or Rob Kera were serious about restricting the indemnity to "*reasonable expenses*", then they should have enquired into the arrangements made by the Greenfields with their lawyers. There is no record of any enquiries being made.

93. Payments totalling $101,798.38 were made by the NSW Divisional Branch to Mills Oakley in the first eight months after the first COM resolution. That was an unusually large amount to incur as legal costs, in such a small case, in such a short time.

94. The way in which these payments were approved and paid was kept within the Executive. Invoices were sent by Mills Oakley to Darren Greenfield. Occasionally, Darren Greenfield sent the invoices directly to the finance manager, Patricia Hamson, for payment. In those instances, he seems to have included the other members of the Executive as recipients. Some of the payments were authorised by the Greenfields themselves.

95. Not one bill was questioned; not one bill was challenged. They appear to have been mostly paid on the same day they were submitted. Any question of reasonableness was abandoned – there is no sign that anyone on the Executive even turned their mind to the question of reasonableness.

96. There is also no record that Ms Mallia or Mr Kera made any enquiries into the detail of the charges which had been laid. If they had made no enquiries, they should have; this was a necessary component of determining whether the NSW Divisional Branch should continue the indemnity. If Ms Mallia or Mr Kera did make the enquiries and were told something by the Greenfields, then they kept that to themselves and did not share it with the non-executive members of the COM.

97. Returning to the Divisional Branch Rules, the indemnification was not expenditure for ordinary purposes, as is provided for under rule 35(e). As such, it required COM approval. Crucially, however, $101,798 in expenditure incurred was not placed before the COM for consideration and ratification. This was a breach of the Divisional Branch Rules. Those involved in the payment of those amounts without COM consideration and ratification probably contravened the duty of care and diligence[68] and to not improperly use their position to gain an advantage[69]. Further, there were no donations or grants reported to the Fair Work Commission during the relevant time period which would have enabled members to be informed of the payments. This kept the payments secret from the members, a matter which came to be of some concern to the Executive in coming months.

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[66] On 13 September 2024 the Administrator asked Mr McGirr of McGirr & Associates to provide "*copies of any third-party payer costs disclosure agreements with the union in relation to your services to Darren and Michael Greenfield*". There was no response to that request. This was one of the matters about which I wanted to ask Mr McGirr about, but he declined to attend or respond.

[67] *Legal Profession Uniform Law (NSW)*, s 174(1)(a).

[68] *Fair Work (Registered Organisations Act 2009* (Cth), s 285.

[69] *Fair Work (Registered Organisations Act 2009* (Cth), s 287.

[redacted]

I. THE SECOND RESOLUTION – 20 MAY 2022

98. Payments under the first COM resolution would have continued indefinitely except for some queries raised by the NSW Divisional Branch's auditor, Michael Mundt from a firm of chartered accountants, Daley Audit.[70]

The auditor's queries

99. On or around 7 April 2022, Mr Mundt raised questions about the resolution to indemnify the Greenfields. Amongst other things, he asked that the law firm acting for the Greenfields "*attempt to identify the potential exposure of the Union in defending these actions – which may have relevance for grants/donations/KMP reporting disclosures*".[71] Mr Mundt went on to ask "*has there been a limitation placed upon the legal costs that the Union will meet?"* and "*how this is to be disclosed in the financial report(s)?".*

100. Obtaining that kind of information was not only important for the audit, it was (or should have been) important for the NSW Divisional Branch, which needed to know the likely cost so it could make provision for it.

101. The response from the Executive is disconcerting. Rather than just collect the information, Ms Mallia consulted Darren Greenfield. It appears that Darren Greenfield was unhappy with the information being disclosed and Ms Mallia, acting at his direction, raised some pointed questions in effect challenging why the matter should be reported.

102. As Ms Mallia and Darren Greenfield would have known, treating the payment as a grant or donation would mean it would be revealed to the members. Treating it as 'legal expenses' would result in it being rolled into a larger figure in the accounts with members left unaware that the Greenfields were receiving the donation.

103. Ms Mallia did not leave the matter there. Just two hours later, she expressed her own views about the reporting guidelines and that no disclosure was required, and stated "*We may need to have further meeting with Darren and Michael about this and seek further legal advice*". Darren Greenfield was copied into this correspondence.

104. Mr Mundt responded with a detailed email at 11.33am on 8 April 2022, noting that *"based upon our discussions to date, the legal expenses are private in nature"* and Mr Mundt then provided detailed advice as to why the payments and an estimate of the expected cost was required to be disclosed to the Registered Organisations Commission – commonly known as ROC.[72] Mr Mundt advised that this arose from the description of the indemnity as a *"grant or donation"* in the original resolution.

[70] All available information shows Mr Mundt did his job honestly, ethically, and competently.
[71] KMP is an abbreviation of Key Management Personnel. The Greenfields were Key Management Personnel.
[72] The Registered Organisations Commission was a statutory authority responsible for the regulation of trade unions, including the CFMEU. It was set up in 2017 and in 2023 its functions were transferred to the Fair Work Commission. It would be fair to regard most of the trade union movement as sceptical and hostile of ROC.

[redacted]

105. Mr Mundt's advice continued that it was his *"interim"* conclusion that the legal expenses paid for the Greenfields were *"NOT legal expenses of the Union"* and, thus, required separate disclosure. The email ended with Mr Mundt reiterating his request that the Greenfields' lawyers provide *"their formal estimate of future costs… to bring the matter to conclusion"* which he identified as *"the extent of the Union's commitment"*. He also asked for confirmation that the payments *"are NOT a loan, grant or donation"* or otherwise the payments had to be disclosed to ROC.

The Taylor & Scott advices

106. At 12.23pm on 8 April 2022 Ms Mallia referred the matter to the NSW Divisional Branch's solicitors, Taylor & Scott, for legal advice. Ivan Simic and Tim McCauley looked after the matter.

107. Taylor & Scott provided two letters of advice.[73]

108. Before Taylor & Scott provided their letters of advice they sought counsel's advice.

The Crawshaw advices

109. Taylor & Scott briefed a barrister, Steven Crawshaw SC, to advise. Mr Crawshaw provided two opinions, dated 11 April and 26 April 2022. They were mainly directed at the issue of how the indemnity should be characterised, and if the payments need to be disclosed to ROC.

110. In his first advice Mr Crawshaw concluded that it was open to the NSW Divisional Branch to pass a further motion which "*expressly addresses whether* [the payments] *are to be treated as expenses or a grant/donation".* He went on to observe that "*whatever course is chosen"* the detail of the legal costs would still need to be disclosed. This advice was provided upon the incorrect assumption that no payments had yet been made.

111. There was then an exchange between Mr McCauley and Mr Crawshaw. This led to the second advice by Mr Crawshaw.

112. The second advice of Mr Crawshaw corrected some of the assumptions upon which he had relied, but did not advance the legal issues. On the vexing question of whether or not the payment of the Greenfields' legal expenses could be treated as "*management expenses*", Mr Crawshaw said this:

> *I would need more information about the nature of the criminal charges brought against the Greenfields and their connection with union activities to be in a position to advise more definitively as a general proposition whether, if payment of the legal expenses were treated as expenses, such expenses have been or would be "reasonably incurred by the officer in performing the officer's duties as an officer".*

Taylor & Scott's exchanges with Mr Mundt

[73] Both letters are dated 18 May 2022, so it is difficult to distinguish between them. It is possible, however, to discern the order in which they were sent to Ms Mallia and I will call them the first advice and the second advice respectively.

[redacted]

113. Around 12 May 2022 Mr Simic and Mr McCauley met with Mr Mundt.[74] There seems to be confusion regarding the nature and effect of that conversation. According to Mr McCauley, during that conversation there was a discussion regarding whether or not the Greenfields' legal expenses could be treated as management expenses and that Mr Mundt had said that they could provided there was a "*nexus*" between the Greenfields' charges and their work duties. According to Mr Mundt, the word "*nexus*" was raised in the context of assessing whether the payments could be subject to the fringe benefits tax. In the end, the difference probably does not matter because, whatever the origin of the word "*nexus*" it had to be clear it was accounting advice, not legal advice. The responsibility for the legal advice fell to Taylor & Scott.

Taylor & Scott's first advice

114. Taylor & Scott's first advice to the NSW Divisional Branch is mainly directed at reporting and disclosure requirements.

115. The opening portion of the letter sets out contestable assumptions of fact which were put to Mr Mundt. For example, Mr Mundt was asked to assume the charges "*are about the conduct of the two officials arising from performing their duties as officials of the union"* and *"[t]here appears to be a nexus between the legal expenses and the performance of the officials of their duties as officials".*

116. The first advice then goes on to provide guidance on what disclosure is necessary and the language which could be used in making disclosure. If the advice was accepted, ROC would only be told that the Greenfields' charges were "*arising from their employment and the offices they held in the Branch"* and *"arise in the course of their duties as a union officer"*. The Greenfields, significantly, would not be identified by name.

117. Taylor & Scott went on to say that, until they saw the "*Fact Sheets for the Charges",* they were unable to advise whether there was a "*relevant nexus"* between the charges and the Greenfields' duties as officials. That was inconsistent with the assumptions they had provided to Mr Mundt.

118. The first advice also formulated words which meant that the NSW Divisional Branch did not need to disclose the estimate of the potential cost of defending the Greenfields. If the Executive was doing its duty, it should have been interested in that issue, but there is no information to suggest that the Executive ever asked this simple question of either of the law firms representing the Greenfields, or the Greenfields themselves.

Taylor & Scott's second advice

119. Taylor & Scott's second advice is directed at whether there was a justifiable basis for the NSW Divisional Branch to indemnify the Greenfields.

[74] In an email to Mr Simic and Mr McCauley dated 12 May 2022, Mr Mundt refers to "*our recent meeting"*; in Taylor & Scott's first advice there is a reference to a meeting with Mr Mundt.

120. The second advice was given on the premise that the legal test was whether there was a "*nexus between the charges brought and the performance by the Assistant Secretary and the Secretary of their duties as officials and employees of the Divisional Branch"*.

121. Taylor & Scott answered that question in the affirmative, the effect of which seems to be that the Greenfields' legal expenses could be treated as litigation expenses of the NSW Divisional Branch.

Were the Taylor & Scott advices correct?

122. In my view the advice given to the NSW Divisional Branch was wrong.

123. The question was not whether what the Greenfields were doing had some connexion with their duties, the question was whether the COM had the *power* to give the Greenfields the indemnity. That power had to derive from the union rules.

124. If there was power, then the COM had to ask itself whether giving an unlimited indemnity to the Greenfields was in the best interests of the union and in the best interests of the members of the union. It seems that no-one – neither the lawyers nor the Executive – turned their minds to this.[75]

The passing of the resolution

125. There are minutes of a COM meeting on 20 May 2022. The meeting opened at 7am. Rita Mallia took the Chair. Rob Kera and both Greenfields are recorded as attending, but the Greenfields appear to have left the room when the relevant matter was discussed.

126. A part of the meeting was devoted to *"Legal Matters"*. Ms Mallia is recorded as telling the COM that there was a need to *"seek clarity … to ensure proper compliance with Registered Organisation Commission reporting requirements"*. Ms Mallia then referred to the advice from Taylor & Scott and told the COM:

> *The advice clarified that as long as there is a nexus between legal costs in defending the charges and their duties as Union Officers that it is a necessary expense of the union in defending its Officials. The advice further supported the conclusion that such a nexus exists.*

127. It is not clear if non-executive members of the COM were given access to the actual advices by Taylor & Scott, but if they were, it would only have been on the morning of the meeting or during the meeting.[76]

128. A second resolution then passed:

> *The Committee of Management further resolves that it is necessary to meet this expenditure on reasonable costs to defend and protect employees and democratically elected officials performing their duties for the Union … and as such, the payment has not constituted and is not a grant or donation to either individual Official.*

[75] The question regarding a "*nexus*" with the duties of the Greenfields was not irrelevant; it was a subsidiary issue to be considered only after the correct questions had been asked and answered. The factual determination as to whether soliciting or receiving corrupting benefits could *ever* be within the duties of an official is a controversial one. I asked Mr Mundt whether he would have formed the view that such could provide a basis for a "*nexus*" with official duties, and he responded, *"No way!"*.

[76] The advices were dated 18 May 2022 and the meeting opened at 7am on 20 May 2022.

[redacted]

129. The resolution extracted above had been drafted by Tim McCauley. At 9:19am on 19 May 2022, Mr McCauley had sent an email to Ms Mallia recommending a form of proposed resolution to be placed before the COM. The actual resolution passed was very nearly identical, with only irrelevant differences, and picking up and repeating some of the typographical and grammatical errors contained in Mr McCauley's draft.

Payments for legal expenses made under the second resolution

130. Payment of the Greenfields' legal expenses continued under the second resolution in a manner similar to the way they were paid under the first resolution – every few months Mills Oakley would raise an invoice; it would then be passed on to some member of the Executive and rubber stamped for payment.

131. There is no sign that the legal fees were ever referred for an assessment as to whether they were reasonable or necessary. There is no sign that the accumulating legal fees were tallied. There is no sign the COM was told or warned of the size of the payments. I spoke to several non-executive members of the COM and *none* of them were told about the spending or the rate of spending. There is no sign that the general members of the NSW Divisional Branch were told the payments were even being made.

132. This is problematic because the fees were extraordinary.

J. LEGAL FEES PAID TO MILLS OAKLEY

133. Large sums were paid to Mills Oakley for the Greenfields' legal expenses under the first and second resolutions – in total, around $895,000.

134. That is an astonishing sum of money to be spent on a defence of charges of this kind.

135. Mills Oakley's first invoice was delivered on 25 November 2021; its final on 16 August 2024. All were paid, in full, without question, within days:

Date	Amount
25.11.21	$13,555.30
16.03.22	$44,289.71
17.05.22	$43,953.37
29.06.22	$56,790.66
19.08.22	$23,900.97
09.11.22	$48,166.50
07.02.23	$61,859.94
27.04.23	$218,917.54
06.06.23	$49,856.24
04.08.23	$4,135.89
27.09.23	$32,531.14
27.09.23	$28,233.33
06.10.23	$10,972.50
16.11.23	$18,686.13
28.11.23	$123,436.27
18.03.24	$18,836.14
09.05.24	$18,097.98

[redacted]

11.06.24	$11,019.76
02.07.24	$33,158.81
16.08.24	$35,111.55

136. When I informed non-executive members of the COM that nearly $900,000 of union money had been spent on the Greenfields' legal fees the reaction was striking. There was a mixture of shock and anger. Some colourful language was deployed.

Mill Oakley's services

137. I have examined the invoices raised by Mills Oakley. My experience as a barrister enables me to comment upon overcharging or overservicing. I was troubled by what I saw in the Mills Oakley invoices. There does seem to be an unusually intense amount of servicing on matters which are at the very edge of the substance of the Greenfields' defence. I was troubled by the fact that three barristers were retained. The matter had not progressed far at all. The size of the fees makes me concerned about overcharging. At the very least, this issue needs to be examined.

138. As pointed out earlier, the records of the NSW Divisional Branch do not appear to include any copy of a fees agreement and cost disclosure between the Greenfields and any of their lawyers. Fees agreements and cost disclosures are heavily regulated and there are consequences if a fees agreement or a cost disclosure does not comply with statutory requirements, including the lawyers not being entitled to all of its costs.[77] This issue, too, needs to be examined.

139. No one amongst the Executive showed any interest in this matter, so Mills Oakley's fees have never been reviewed. These were union funds. The money belonged to the members, not to the Executive or to the Greenfields. I recommend that these fees be placed under review by obtaining an assessment from an appropriately qualified person skilled in these matters. In a sense, I am asking the Administrator to undertake a task of determining whether the legal expenses were reasonable – a task which should have been undertaken, at a much earlier time, by the Executive.

RECOMMENDATION ONE:
The invoices raised by Mills Oakley in Re: Advice in respect of Operation BrownSmith Prosecution be referred to a costs assessor for advice as to whether the legal expenses were reasonable and whether they remain enforceable.

K. THE THIRD RESOLUTION - THE $3 MILLION PAYMENT TO McGIRR & ASSOCIATES

The threat of administration

140. On 13 July 2024 an article was published making serious allegations of crime and corruption in the CFMEU. The articles and the allegations grew, and became known as, "*the Building Bad*"

[77] *Legal Professional Uniform Law (NSW)*, Part 4.3.

series. The NSW Divisional Branch, and Darren Greenfield in particular, were caught up in the swirl of these allegations.

141. The fallout from the Building Bad series included calls for political solutions, even going so far as to call for the deregistration of the CFMEU.

142. On 17 July 2024 the General Manager of the Fair Work Commission, Murray Furlong, issued a statement expressing his "*concern about the alleged conduct and commentary that organised crime has infiltrated several state branches of the [Construction and General] Division*." Mr Furlong went on to say he was "*seeking advice on making an application to the Federal Court under s. 323 of the [Registered Organisations] Act*."

143. The provision to which Mr Furlong referred permits the Federal Court to make an order reconstituting a union or a branch of a union.

144. At this point the Executive of the NSW Divisional Branch was aware that it was likely that the Branch would be reconstituted. One method available would be for the removal of the Executive and its replacement with an administrator.

The Executive steps in

145. Immediately after it was announced that the Fair Work Commission was considering reconstituting the CFMEU, the Executive moved to take two protective measures. The *first* was to secure over $3,000,000 of NSW Divisional Branch money to cover all future legal expenses which might be incurred by the Greenfields in their defence. The *second* was to secure $500,000 to be in a position to defend any proceedings brought by the Fair Work Commission.[78]

146. In each instance the money was to be paid into the trust account of a law firm. The idea was, at least ostensibly, to attempt to place the money beyond the control of an incoming administrator, protecting it so that it could be used for its designated purpose. There may have been some other purpose – I base this upon the extraordinary amount of money put aside for the Greenfields' defence: it seems as though it was intended there would be money left over.

147. It is remarkable that, at this time of apparent crisis, the Greenfields were receiving this kind of specifically preferential treatment. In the order in which the decisions were made, the Greenfields' interests came before the interests of saving the CFMEU. The sums involved are telling as well: $500,000 set aside to save the CFMEU; six times that much was set aside to defend the Greenfields.

148. It gets worse: there is no doubt that each of the Greenfields were involved in making the decisions which would confer a massive benefit upon themselves. Rita Mallia and Rob Kera were complicit in that. It is clear that the Greenfields' interests were being protected and placed ahead of and before the interests of the ordinary membership.

[78] The money was paid based upon a brief estimate drawn up by Taylor & Scott and the $500,000 was returned upon commencement of the administration.

Preparation for the third resolution – the fees estimate

149. It appears that from the moment the reconstitution was foreshadowed, the Executive – principally through Rita Mallia – sought an estimate of the future fees of the Greenfields' defence. There is an irony in this sudden burst of interest of the Executive in the future cost of the defence: Mr Mundt had been asking for that since April 2022 and the Executive had been resisting providing the information for more than two years. But now it had become urgent for a different reason.

150. Two law firms became involved – Mills Oakley and McGirr & Associates. It is necessary to examine their roles separately.

Mills Oakley's involvement

151. It is clear from the Mills Oakley invoices that Mr Hodges had been requested by Ms Mallia to provide an estimate of fees for the defence.

152. On 17 July 2024 an associate at Mills Oakley emailed counsel seeking information regarding their fees and prepared a "*summary of anticipated fees to provide to the CFMEU"*. The same associate then conferred with Mr Hodges regarding "*defence fees"*.

153. On 18 July 2024 the same associate billed for "*Further revise costs estimate to accompany resolution".* Shortly after that Mr Hodges conferred with Ms Mallia.[79]

154. The fact that Mr Hodges was providing an estimate was made known to Taylor & Scott. At 5.01pm on 18 July 2024 Tim McCauley sent an email to Ms Mallia attaching *"a resolution re the legal fees put together by Peter"* and suggesting to her that she should provide the COM with a *"copy of the estimate of legal costs provided by Peter"*.[80]

155. Something then occurred so that Mr Hodges' fees estimate was no longer to be relied upon by Ms Mallia.[81] Instead, a fees estimate was received from Paul McGirr of McGirr & Associates.

156. I am very troubled by this episode because, as will be seen, I make findings seriously adverse to Mr McGirr on the basis that it was he who prepared the fees estimate. In fact, I have some doubts whether that is so. There were surrounding facts – which I will explain in a postscript to this report – which suggest that the fees estimate prepared by Mr Hodges was provided to Mr McGirr and he then used it, or at least adapted it, and supplied it to Rita Mallia.

Paul McGirr's estimate

[79] There is a calendar entry in Ms Mallia's diary for a meeting on 17 July 2024 with Peter Hodges at the office at Mills Oakley between 11.30am and 12pm.
[80] Mr McCauley's email was copied to Peter Hodges and Ivan Simic.
[81] I would have liked to ask the members of the Executive about this change, but they did not co-operate.

[redacted]

157. What follows proceeds on the basis that the fees estimate on the letterhead of McGirr & Associates was actually prepared by Mr McGirr. As I have already said, I have some doubts that is so, but I will proceed on that basis.

158. It seems that as late as the afternoon of 18 July 2024 Ms Mallia still intended to use the estimate provided by Peter Hodges at Mills Oakley.[82] Something then changed and, instead, another estimate was sought from Paul McGirr. It is not clear why or exactly when this happened.[83]

159. At 5.04pm on 18 July 2024 Mr McGirr emailed a letter to Ms Mallia described as a "*Costs Estimate*". The retainer to provide this fees estimate was between Ms Mallia on behalf of the NSW Divisional Branch and McGirr & Associates. This is confirmed from the manner in which Mr McGirr addressed his letter to Ms Mallia – it was to "*Rita Mallia President CFMEU*".

160. The speed with which Mr McGirr was able to respond to the request casts doubt over the whole process. Mr McGirr had only peripheral contact with the Greenfields' defence. It is hard to understand how, given the complexity Mr McGirr foresaw in the matter, Mr McGirr could possibly have mastered the relevant facts to make such an important assessment on such short notice.

161. I have examined Mr McGirr's estimate. I have forty years' experience in litigation. I have prepared countless costs agreements of my own and seen many prepared by other lawyers. As counsel I have done a dozen or so cases on the subject of overcharging by solicitors, including two or three in the NSW Court of Appeal. When I read Mr McGirr's estimate I thought it was grossly exaggerated. I will explain why.

162. Mr McGirr estimated that the total expenses would be $3,150,969.50.[84] That alone is extraordinary: the amount is extremely high for the defence of some simple and minor criminal charges. It needs to be kept in mind that nearly $900,000 had already been spent by the NSW Divisional Branch – if Mr McGirr was correct, the members of the NSW Divisional Branch were spending over $4,000,000 on defending the Greenfields from these minor offences. This was obviously an important matter for the Executive, the COM and the general membership, yet the estimate is less than three pages. There is little detail. It mainly consists of purely speculative estimates. These are some of its features:

    (a) Mr McGirr says that court time would involve two to four days for mentions; five days for a s 82 hearing; eight days of pre-trial legal arguments; 20 days for the trial; and two to four days for sentencing. That is a total of around forty days in court. Each step in that seems exaggerated to me.

    (b) It is said that out of court time would involve eight to 10 days of preparation for the s 82 hearing; another 20 days for the trial; and one to three days for the sentencing. That is around another 32 days of out of court time – again, grossly overstated.

[82] This can be inferred from Mr McCauley's email to Ms Mallia at 5.01pm on 18 July 2018 – see above.
[83] I asked Ms Mallia a specific question on this, but she declined to answer.
[84] The precision of that figure is striking. Usually a lawyer would estimate fees in a range, and always round figures off.

(c) But even assuming that to be a fair guess, there are problems: it suggests that all of the legal work can be carried out in 72 days – but that part of the estimate does not match up with other parts; for example, the estimate then allows for some of the barristers and solicitors to be engaged for far more than 72 days.

(d) Mr McGirr suggests three counsel be retained. It is not reasonable to retain three barristers. A senior junior alone would be sufficient – this is not a complex or serious case. Mr McGirr says that he spoke to counsel and they told him how much time they would need. According to Mr McGirr, the senior counsel said he should be allowed 90 days; the senior junior wanted another 90 days; and the junior wanted 100 days for the case. Remarkably, each is seeking substantially more than the 72 days calculated by Mr McGirr. And the overall allowance is ridiculous – collectively the barristers would be engaged for 280 days.

(e) And then there are the solicitors. Mr McGirr said he would be working on the matter for 50 days. Special counsel would be on the case for 70 days.[85] An associate would be engaged for 85 days. A paralegal would be working on the matter for 90 days. It is hard to reconcile this with Mr McGirr's estimate of 72 days to deal with the matter. And if his estimate is correct, Mr McGirr and his staff would be fully engaged for 295 days between them.

(f) The estimate means that, on nearly all of the days spent working on the matter, there would be seven lawyers engaged, all working at once. That, based upon my experience, is quite ridiculous.

163. I did not think it appropriate to rely only upon my opinion, so I consulted an expert litigator with over 30 years' experience in criminal law. The expert has a speciality in corruption and white-collar crime.

164. The expert described Mr McGirr's estimate as *"grossly excessive"* and said virtually every aspect of the estimate was *"over the top"*. The expert made these points:

(a) The criminal charges were neither complicated nor serious. It was not like a fraud case or a white-collar crime case. There are very few documents involved.

(b) The four week estimate for a trial was too long; five days for the committal was too long; eight days for pre-trial arguments was much longer than typical.

(c) Briefing three counsel was excessive; the time allowed for the counsel was excessive. The time allowed for the solicitors' work was similarly overstated. The hourly rates for the solicitors and paralegal were all at or above the highest end of the range.

(d) Taking these matters into account, the $3,000,000 estimate was between five and ten times the appropriate estimate.

[85] This is despite there being no person identified on the letter head as special counsel.

[redacted]

165. The expert was also troubled that the whole $3,000,000 would be paid at once – a matter which the expert described as *"extraordinary"* and that he had *"never seen it in his entire career"*. He explained that, while it is the usual practice to obtain funds in advance of criminal defence work, the payments come in tranches, never all at once.

166. I find Mr McGirr's estimate troubling. It is so exaggerated that it could not be a genuine attempt to provide the NSW Divisional Branch with guidance. Mr McGirr knew why he was being asked for the estimate – he concluded his letter this way:

> *Please pay us the sum of $3,150,969.50 which we will hold in trust on account of our costs and disbursements as disclosed above.*

167. Securing a retainer of this kind was a benefit to Mr McGirr's firm. There would have been substantial profit margins in the estimated fees. If this fee estimate truly came from Mr McGirr, then the larger the estimate, the larger the benefit to McGirr & Associates.

168. In my opinion, Mr McGirr was motivated partly for his own benefit, and partly because an inflated estimate is probably what the Greenfields and Rita Mallia wanted. I do not accept it was a proper estimate. I asked the expert for his opinion – he said that he was "*suspicious of it not being genuine"*.

169. Mr McGirr's estimate was obviously hopeless, but even if it looked impressive on its face (it did not), the amount of money involved meant that the Executive was bound, as a matter of prudence to get a second opinion. The COM was entitled to be given options. It is hard to understand why Peter Hodges' estimate was not also given to the COM. Yet the Executive did not do this. Instead, the Executive decided that Mr McGirr's estimate – and his estimate alone – should be placed before the COM.

170. The Executive had only received the estimate at 5.04pm on 18 July 2024, but in the short time they held it, the Executive decided this was a proper basis for withdrawing over $3,000,000 from members' funds.

19 July 2024 – the COM meeting and the third resolution

171. There are minutes of a meeting of the COM on 19 July 2024. The meeting opened at 9.40am and Rita Mallia took the chair. Both Greenfields and Rob Kera attended.

172. One of the items discussed was titled "*Issues relating to CFMEU Branch and Darren Greenfield and Michael Greenfield".*

173. Remarkably, both Greenfields remained in the meeting when this issue was raised and even participated in the discussion. The minutes record that Darren Greenfield "*briefly addressed the meeting in respect of the matters that have played out in the media this week"*. He told the meeting that he and Michael Greenfield maintained their innocence and intended to "*fight"* the cases.

174. Given his interest in the outcome and his position in the NSW Divisional Branch, it was grossly inappropriate for Darren Greenfield to speak to the COM. There is a record that Darren

[redacted]

Greenfield even lectured the COM on their obligation to discharge their fiduciary duty – ironic, given he was breaching his own fiduciary duty while speaking on the subject.[86]

175. The non-executive members of the COM then requested the Executive leave the meeting. On the face of it, this might look as though the COM was free to come to its own decision. But that is not true: I have been told by members of the COM who were at that meeting that the feeling was that there was no freedom to debate, much less a freedom to dissent.

176. Even though the minutes say "*a long and detailed discussion*" ensued, the truth is that the result of the meeting was settled before it started. Before they left the room, the Executive gave the non-executive members of the COM a piece of paper with the resolution already printed on it. The terms of that resolution had been sent to Rita Mallia by Tim McCauley in an email at 5pm on 18 July 2024 in which Mr McCauley said: "*Attached is a resolution re the legal fees put together by Peter, with my amendments to take account of some of the auditor's comments from recent years.*"[87] The resolution drawn by Mr McCauley is reproduced precisely in the minutes of the COM meeting, right down to the detail of the repetition of a typographical error.

177. The reality is that the resolution was presented to the COM by the Executive as a *fait accompli*.

The $3 million payment is made

178. At 3.13pm on 19 July 2024 Rita Mallia sent an email to the NSW Divisional Branch finance manager, Patricia Hamson, asking for the transfer to be made. A copy of the minutes of the COM meeting was attached. At 4.20pm $2,700,000 was transferred from an account titled CFMEU NSW Branch Construction and General Division into an account titled CFMEU NSW No.2 Account. At 4.29pm $3,150,969.50 was transferred from the No. 2 Account to the McGirr & Associates trust account.

179. The basis upon which the money was paid, and the legal position in respect of how the money was held, is not at all clear. It seems as though, in the haste to complete the process, this was not even considered.

180. It is not even clear who Mr McGirr thought was his client. In his letter providing the estimate, Mr McGirr addressed Rita Mallia in her capacity as the President of the CFMEU. On the face of it the CFMEU was his client – or, more probably, the NSW Divisional Branch was his client. The letter, however, was addressed regarding the Greenfields and their criminal charges. Maybe Mr McGirr thought that the Greenfields were his clients.

181. In making the payment, the NSW Divisional Branch was accepting the terms of the estimate and the letter providing the estimate described the payment as follows: "*Please pay us the sum of $3,150,969.50 which we will hold in trust on account of our costs and disbursements as disclosed above."* Earlier in the letter, Mr McGirr described the purpose of the estimate as "*the anticipated*

[86] There are handwritten minutes of the meeting taken by Denis McNamara. The notes include this reference to "*Fiduciary duties of COM members distributed and read out by [Denis McNamara]".* This is a reference to another document which had been prepared by Taylor & Scott. I attempted to meet with Denis McNamara, but he said he was taking legal advice and that I would hear from the lawyers soon. I had not heard from the lawyers by the time this report was finalised.

[87] "*Peter"* is Peter Hodges from Mills Oakley.

[redacted]

costs that will be incurred by both Counsel and solicitors in defending Darren and Michael until finalisation of the matter".

182. On the face of those assertions, it would seem that the money was placed by the NSW Divisional Branch into a trust account to be held on trust for the purpose of paying the Greenfields' legal expenses. But that leaves open a question as to whether it was the NSW Divisional Branch or the Greenfields who controlled the allocation of the funds in the trust account. It might have been the NSW Divisional Branch; it might have been the Greenfields. There are two invoices which were paid after the trust fund had been created – one was to McGirr & Associates and one was to Mills Oakley. In both instances, it seems to have been assumed by the lawyers involved that approval had to be obtained from Ms Mallia, presumably in her capacity as President of the NSW Divisional Branch.[88]

183. This kind of careless legal work could lead to complications, and could have led to an assertion by the Greenfields that the money was, in law, their money.

184. As it turns out, most of the funds were returned shortly after the Administrator was appointed.

Further concerns regarding the lawyers

185. Earlier it was observed that the Greenfields appeared to have two law firms acting for them. The billing which occurred after the $3.1 million was deposited in McGirr & Associates' trust account seems to confirm that this was the case.

186. In his invoice dated 16 August 2024, Mr McGirr charges for "*all work since 17 April 2024*", and this includes work in relation to the "*committal proceedings at the Downing Centre*", conferences with Peter Hodges, and some role in relation to a "*public interest immunity argument*". Mills Oakley were also charging for that same work.

187. Ordinarily it would be thought when McGirr & Associates gave the estimate (which included the charge out rates for its own staff) that McGirr & Associates had taken over carriage of the matter. This does not appear to be so. The invoice of Mills Oakley dated 16 August 2024 records substantial work being done by Mills Oakley in a manner similar to the way it was carried out before Mr McGirr received $3.1 million in trust. It seems as though Mills Oakley continued to have principal carriage of the matter for the Greenfields.

L. THE RECOVERY OF (MOST OF) THE $3 MILLION

188. The Administration was introduced by statute and commenced on 23 August 2024.

189. On 27 August 2024 Paul McGirr wrote to the National Secretary of the CFMEU, Zach Smith asking for confirmation *"that the funds previously provided by the CFMEU to our firm's trust account remain allocated for the use of the Greenfields' reasonable defence costs and*

[88] Arrangements of this kind may be permitted under the *Legal Profession Uniform Law*, but there is no evidence of arrangements of this kind were made or even considered, and if so, whether the relevant professional obligations for such an arrangement were complied with by the lawyers.

[redacted]

expenses." It is not clear why Mr McGirr, who was acting for the Greenfields, now thought that Mr Smith was his client or controlled the funds.

190. On 9 September 2024 the Administrator, Mark Irving KC, wrote to Mr McGirr stopping further payments from the trust account and asking for an account of the use of the money.

191. On 11 September 2024 Mr McGirr advised that two payments, totalling $43,911.55, had been made from the trust account. One was for $33,111.55 paid to Mills Oakley on 19 August 2024 "*on account of disbursements incurred in the Court Proceedings"*. The other, for $8,800, was transferred to the general account of McGirr & Associates on 20 August 2024 "*on account of the professional fees of McGirr & Associates in the Court Proceedings"*.

192. On 13 September 2024 Mr Irving requested the return of the whole sum transferred, including the $43,911.55. On 19 September 2024, $3,107,057.95 was transferred by McGirr & Associates to one of the NSW Divisional Branch's accounts.

193. The $43,911.55 remains outstanding.

M. CONTRAVENTIONS OF STATUTORY DUTIES

194. In my opinion there have been multiple contraventions of statutory duties by each of the members of the Executive – Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield.

195. In arriving at this conclusion, I have kept steadily in mind the observations made by Justice Logan in *FWC v Smyth*[89] that the actions of the Executive and the COM, the considerations which they took into account, and the decisions at which they arrived, are not to be judged by some external standard unrelated to the industrial and political environment in which they were operating. Instead, the actions of the Executive and the COM are to be tested by reference to appropriate union-minded intentions and objectives.

196. Even taking account of the observations of Justice Logan, there were steps taken by the Executive which were indefensible, and clearly in contravention of their statutory duties.

The original decision to indemnify

197. In the way in which it was cast, the first resolution was probably within power and justifiable (as it was originally expressed), as a "*gift or donation*". That power derived from a combination of the union objects which appear in the National Rules and rules 35(c), 40(4)(a), 42(c) and 42(s) of the Divisional Branch Rules.

198. But just because there was power to make the decision does not mean that it was in the best interests of the NSW Divisional Branch to do so.

199. The NSW Divisional Branch could have passed a resolution supporting the Greenfields without a promise to pay the reasonable legal expenses of the Greenfields. There was no urgency to the payment of the Greenfields' legal expenses. As far as the materials disclose, there is no

[89] [2024] FCA 304.

[redacted]

apparent reason why a decision indemnifying legal costs had to be made on the same day the Greenfields were charged. Had there been a desire to indemnify the reasonable legal expenses of the Greenfields, a reasonable person in the position of the Executive exercising care and diligence would have made some proper inquiries into the precise nature of the charges, the anticipated legal fees, the anticipated time for the resolution of the criminal proceedings, the NSW Divisional Branch's financial position, and what financial liability it could accept.

200. However, taking into account the industrial and political environment, and excusing what might have been an overreaction made in the heat of the moment, I do not make findings that the original decision to indemnify constituted a contravention of the Registered Organisations Act. That is not to say the original decision was wise or warranted.

The second resolution

201. Similarly, I am not inclined to make a finding of a contravention in respect of the circumstances leading to the passage of the second resolution. In this respect I am relying heavily on the observations of Justice Logan.

202. The purpose behind the second resolution is transparent: it was designed to protect the fact of the payment of the legal expenses from disclosure to ROC and from disclosure in the NSW Divisional Branch's accounts.[90] The first aspect of this purpose is one which is explained from the deep-seated hostility of the union movement generally, and the CFMEU specifically, to the ROC. It seemed to be mainstream union thinking that if compliance with ROC requirements could be avoided, then they should be avoided.

203. The other aspect of this is more troubling, because it also seems plain that by taking the measures which it did, the form of the resolution proposed by the Executive to the COM also had an effect of concealing the payments from the ordinary membership.

204. I have taken into account that the Executive took legal advice on this matter. And while I have disagreed with the substance of that advice, that does not mean that it was unreasonable for the Executive to rely upon it. There is a real question as to whether there was a power available to pass the resolution, but that depends upon whether the payments are regarded as the expenses of management. Taylor & Scott emphatically told the Executive that it was because of their view regarding the significance of the "*nexus*". The actual form of the resolution which was passed was one drawn up for the Executive by the lawyers.

205. Once all these factors are taken into account, and even though the matter is borderline, I am not willing to make a finding of a contravention based upon the terms of the second resolution or the fact that the resolution was carried.

206. That does not mean that all of the payments made under either of the resolutions did not independently constitute contraventions.

[90] In fact, the purpose was the opposite of Rita Mallia's representation to the COM: she told the COM that it was necessary "*to ensure proper compliance with Registered Organisation Commission reporting requirements*"; the reality is the resolution was proposed to defeat ROC reporting requirements.

The payments made under the first and second resolutions

207. Even if the first and second resolutions were justifiable exercises of power, the way in which the Executive dealt with the matter clearly involved contraventions of their statutory duties. The matter upon which I am focussed is the payment of nearly $900,000 for legal expenses in under three years. This was members' money and it should have been kept under careful control.

208. Neither resolution under which the payments were made was expressed in the terms of an absolute indemnity; the indemnity was always limited by reference to "*reasonable legal expenses*". As discussed earlier, there was no effort made to determine whether the legal expenses incurred were reasonable or not.[91]

209. Under r 24A of the National Rules, there was a continuing obligation that union funds only "*be expended for legitimate union business*". That meant that each payment made under the indemnity had to be judged by reference to whether it was in the best interests of the union, and the best interests of the membership.

210. This was not just a breach of the rules. The conduct of the Executive was such that it concealed from the COM the true position in respect of the spending. That is especially serious when two of the members of the Executive were benefiting from the concealment. The reaction of non-executive members of the COM when I revealed to them that $900,000 had been spent suggests that, had they known, they would have reviewed and probably terminated the payments.

211. It is not even clear now whether the members of the Executive themselves were aware exactly how much was being spent. It seems different members of the Executive approved different invoices. No cumulative tally seems to have been kept. There was no rigour, no checking, no care.

The statutory contraventions

212. There were two aspects to the contraventions by the Executive in relation to the payments made under the first and second resolutions. The first was the failure to control the payments by testing the reasonableness of the invoices. The second was the failure to keep the COM informed as to the rate of spending, and the accumulated costs, and the anticipated future costs.

213. These matters, both independently and in combination, constituted contraventions of s 285, s 286, and s 287 of the Registered Organisations Act.

214. As to s 285 the conduct of the Executive demonstrated a complete absence of care or diligence. The invoices rendered were paid almost immediately and there was no checking or challenge. The invoices themselves carried advice as to how that could have been done. Instead, the legal

[91] The mere fact that there were two law firms engaged to do the same work suggests that the legal expenses incurred were not reasonable.

[redacted]

costs were allowed to mount to $900,000 in the absence of review by the COM. It is not even clear that the members of the Executive turned their mind to the accumulated costs.[92]

215. As to s 286 and the duty of good faith, there was undoubtedly a contravention because good faith requires that the powers be exercised in what was believed to be the best interests of the organisation. It is inconceivable that failing to evaluate the legal expenses by reference to their reasonableness could discharge that duty. It is equally inconceivable that keeping the accumulated costs a secret from the COM, and failing to inquire as to the total costs to be expended, was in the best interests of the organisation. Good faith also requires avoiding conflict between the decision-making and personal interests – which was obviously breached by both Greenfields.

216. As to s 287, the duty not to misuse a position was plainly contravened by each of Darren Greenfield and Michael Greenfield. They were using their place on the Executive improperly to gain an advantage for themselves. They even personally approved some of Mills Oakley's invoices charged to them to be paid by the NSW Divisional Branch.

217. I am also of the view that each of the above contraventions should be characterised as "*serious*" for the purposes of the civil penalty which can be imposed. In each instance the contravention was one which involved a great deal of members' funds. It also had the impact of neutering the role of the Committee of Management – which should have been regarded as the apex body protecting the interests of the membership. In the case of the Greenfields it was additionally serious because it involved personal gain.

The third resolution

218. There were further statutory contraventions by each of Rita Mallia, Darren Greenfield, Rob Kera, and Michael Greenfield in respect of their role in proposing and securing the passage of the third resolution.

219. Even if the payment of a union member's legal expenses could, in certain circumstances, be supported by the rules, it could *never* be justified to pay those fees in the way in which they were paid here. By recommending or making the payment on the basis of the single estimate obtained from Mr McGirr was reckless – there was no checking to see whether the estimate was reasonable or not. Had it been checked, it would have been identified as unreasonable. Even the fact that it was an estimate made by Mr McGirr – who from the Executive's perspective had little previous involvement in the Greenfields' defences – was reckless. By making the payment, any chance of having the fees restricted to "*reasonable legal expenses*" was foregone.[93] A large

[92] I have considered whether s 285(2) could excuse a member of the Executive from a contravention, but I am satisfied it is not available to them. In the case of Rita Mallia and Rob Kera I do not accept that in failing to monitor the legal expenses they could have rationally believed their actions were in the best interests of the organisation: s 285(2)(d). That could also be said in respect of the Greenfields, and in addition they would be denied the excuse under s 285(2) because each had a "*material personal interest*" in the matter: s 285(2)(b).

[93] Who would have the standing to challenge the reasonableness of the bills? This raises the same legal problem addressed earlier.

[redacted]

proportion of the cash available to the NSW Divisional Branch was tied up, indefinitely, in circumstances over which the COM would have no control.[94]

220. There were specific breaches by the Greenfields by participating at the meeting at which this payment was to be approved. As mentioned earlier, Darren Greenfield should not have attended the meeting, much less addressed the non-executive members of the COM as to their fiduciary duties. Michael Greenfield was present in the room while that was occurring. It is true that the Executive left the room before the vote was taken, but by that time the breach had occurred. Making the Greenfields leave the room just after Darren Greenfield had claimed his innocence, was merely window dressing.

The statutory contraventions

221. As to s 285 and the duty of care and diligence, the actions of each of the members of the Executive were woefully short of what would be expected of a reasonable person in their position. As far as the materials disclose, the Executive did not consider the reasonableness of the estimate, or the financial impact on the NSW Divisional Branch in making such a significant upfront payment. The way in which the trust was formalised was not thought through or adequately documented. Tying up an important part of the funds available to the NSW Divisional Branch for an indeterminate period was financially foolish – the money could have remained invested and earning interest.[95]

222. As to s 286, the duty of good faith required the members of the Executive to focus on the "*best interests*" of the NSW Divisional Branch. If that had been done, the decision would never have been made. It does not appear that the Executive paid any attention to the best interests of the NSW Divisional Branch; they focussed only on the best interests of the Greenfields. The Greenfields' conflict in this respect is another aspect of their serious contravention of their duty of good faith.

223. As to s 287, the Greenfields obviously breached their duty not to use their office to gain an advantage when they put forward a resolution which, if passed, would provide them with a massive benefit.

224. There is no doubt in my mind that these matters were of a character such as to be "*serious*" for the purposes of imposing a civil penalty.

[94] Of course, this again raises the legal issue over who had the actual control over the money.
[95] The potential excuse available under s 285(2) is not available to the members of the Executive for the same reasons put forward earlier.

[redacted]

RECOMMENDATION TWO:

Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield should be subject to civil penalty proceedings for serious contraventions of their civil obligations under s 285 and s 286 of the Registered Organisations Act upon the basis that they:

(a) *failed to consider the reasonableness of the Greenfields' legal expenses;*

(b) *failed to inform the COM as to the spending on the Greenfields' legal expenses; and*

(c) *facilitated the payment of $3,150,969.50 into the trust account of McGirr & Associates.*

RECOMMENDATION THREE:

In addition, Darren Greenfield and Michael Greenfield should be subject to civil penalty proceedings for serious contraventions of their civil obligations under s 287 of the Registered Organisations Act upon the basis that they:

(a) failed to consider the reasonableness of the Greenfields' legal expenses;

(b) failed to inform the COM as to the spending on the Greenfields' legal expenses;

(c) failed to remove themselves from the decision-making processes; and

(d) facilitated the payment of $3,150,969.50 into the trust account of McGirr & Associates.

Criminal contraventions

225. I have thought carefully as to whether the conduct of the members of the Executive crossed that line which would make their contraventions subject to a criminal penalty, rather than a civil penalty. In the end, I have concluded – with some hesitation – that the conduct of Rita Mallia, Rob Kera and Michael Greenfield did not cross that line. That conclusion in respect of Michael Greenfield is one I hold with considerable reticence.

226. It is different for Darren Greenfield. I am of the view that his conduct disclosed intentional dishonesty and certainly reached the standard of recklessness.

227. Darren Greenfield knew that important funds were being paid for his benefit, when they could have been used elsewhere for the benefit of the members. Darren Greenfield knew that the legal expenses were very large and were continuing to mount. He was active in preventing disclosure to ROC, which had the consequential effect of concealing the payments from the membership. Darren Greenfield knew that the COM was not being given sufficient information to allow it to make the appropriate decisions as to whether the payments should be continued. Darren Greenfield knew, because of the way he had tamed dissent, that whatever was proposed to the COM would be approved.

228. It is also clear that Darren Greenfield himself was involved in the processes leading to the formulation to the formulation and passing of the third resolution. This may readily be inferred from the fact that his lawyers – both Paul McGirr and Peter Hodges – were speaking directly to the NSW Divisional Branch regarding matters relevant to his criminal charges. That could only

[redacted]

have been because Darren Greenfield had given those lawyers instructions that they were released from any privilege for the purposes of having those discussions. This had two aspects. Peter Hodges was giving a fees estimate *and* drew the original form of the resolution the day before the resolution was passed. Mr McGirr was supplying the estimate which would be the subject of the resolution.

RECOMMENDATION FOUR:

Darren Greenfield should be prosecuted under s 290A of the Registered Organisations Act for:

(a) an offence of recklessly failing to discharge his duties as State Secretary of the NSW Divisional Branch in good faith; and

(b) an offence of using his position of State Secretary of the NSW Divisional Branch dishonestly and with the intention of directly gaining an advantage for himself and his son.

Paul McGirr

229. In my view, Paul McGirr was "*involved*" in the Executive's contraventions under s 286 and the Greenfields' contraventions of s 287.

230. Mr McGirr undoubtedly aided and abetted Rita Mallia, Darren Greenfield, Rob Kerr, and Michael Greenfield in their contraventions under s 286 and s 287 in facilitating the payment of the $3,150,969.50 into the trust account of McGirr & Associates. The way in which Mr McGirr aided and abetted was by providing the fees estimate, by providing a grossly inflated estimate, and by providing his trust account as the receptacle for the money. Without Mr McGirr's assistance, the $3,150,969.50 would never have left the NSW Divisional Branch's accounts.

231. For the same reasons as applied to the principal contraventions, Mr McGirr's contraventions were obviously "*serious*". In that respect, I also take into account that he was to be a beneficiary of the arrangement once the money had passed through the accounts.

RECOMMENDATION FIVE:

Paul McGirr should be subject to civil penalty proceedings for his involvement in a serious contravention of s 286 and s 287 in facilitating the payment of $3,150,969.50 into the trust account of McGirr & Associates.

N. RECOVERING THE MONEY

232. The question arises as to whether the NSW Divisional Branch is able to recover any of the money paid out on behalf of the Greenfields. There is a subsidiary question: if so, from whom can it be recovered?

The statutory provisions relating to the recovery

233. Under s 307(1) of the Registered Organisations Act, the Federal Court may order a person to compensate an organisation for damage suffered by the organisation if "*the damage resulted from the contravention*". The language of s 307(1) mirrors the relief available for breaches of

[redacted]

directors' duties under s 1317H the *Corporations Act*.[96] Drawing from the authorities on s 1317H, it follows that the words "*resulted from*" in s 307(1) should be given their natural meaning – ie. an order for compensation will be in respect of damage that "*as a matter of fact was caused by the contravention*",[97] requiring a causal connection between the damage and the contravening conduct.

234. The Administrator of the CFMEU may apply for a compensation order from the Federal Court for contraventions of, inter alia, ss 285, 286 or 287 by a person who was an officer or employee of the CFMEU working in the Construction and General Division or any of its branches.[98]

The $900,000 paid to Mills Oakley

235. Some control should have been put in place soon after the payments commenced to be made to Mills Oakley. Based upon my conversations with non-executive members of the COM, if they had been informed that the invoices were charging for legal expenses at a rate of nearly $30,000 a month, the COM would have required a review of the original indemnity decision and, at some point, terminated the payments.

236. From the moment that that decision would have been made, any further payments to Mills Oakley would constitute damage inflicted on the NSW Divisional Branch by the contravention of a statutory duty by the members of the Executive. That amount would be recoverable from the individual members of the Executive.

237. It is impossible to be precise as to when a decision to terminate the payments would have been made. But that kind of uncertainty is a common feature whenever damages are assessed; precision is impossible, but a court makes a best estimate. In my view it is likely that a substantial proportion of the $900,000 paid to Mills Oakley could be recoverable. An assessment of the reasonableness of Mills Oakley's fees would assist in this respect.

The $44,000 paid out by McGirr & Associates

238. Similar considerations apply to the $44,000 which has not yet been accounted for by McGirr & Associates.

239. In this instance it would be recoverable from each of the members of the Executive and from Paul McGirr.

[96] See, *Health Services Union v Jackson (No 4)* [2015] FCA 865, [123].
[97] *Adler v ASIC* [2003] NSWCA 131, [709].
[98] Registered Organisations Act, s 301(1A).

[redacted]

RECOMMENDATION SIX:

The Administrator should consider taking action against Rita Mallia, Darren Greenfield, Rob Kera, Michael Greenfield, and (only in respect of (b)) Paul McGirr under s 307 of the Registered Organisations Act to recover:

(a) *some or all of the $900,000 paid to Mills Oakley; and*

(b) *some or all of the $44,000 which remains unaccounted from the McGirr & Associates trust account.*

O. POSTSCRIPT

240. As foreshadowed, there is a particular matter about which I remain uncertain and troubled.

241. It seems to me that it is at least a possibility that the fees estimate prepared by Peter Hodges was provided to Paul McGirr, and then put by Mr McGirr onto his letterhead, with or without adaptation.

242. I tried to get to the bottom of this matter. A statutory notice was issued by the Administrator on 13 December 2024 seeking production of "*a specific document*" being "*the document described in the email sent at 5.01pm on 18 July 2024 by Tim McCauley to Rita Mallia and copied to Ivan Simic and Peter Hodges as 'A copy of the estimate of legal costs provided by Peter'*".

243. The recipients of the notice were Rita Mallia, Tim McCauley, Ivan Simic and Peter Hodges. *None* of them supplied me with a copy of the document.

244. Ms Mallia claimed no longer to have access to the relevant records. Mr McCauley claimed never to have received a copy of Mr Hodges' fee estimate – even though he referred to it in his email of 18 July 2024. Mr Simic did not respond at all. Mr Hodges, through his lawyers, gave reasons why he regarded the notice as invalid, and then declined to respond voluntarily.

245. I find that response by Mr Hodges to be particularly disconcerting. He did not deny retaining a copy of the document; he simply refused to supply it. This is despite the fact that, plainly enough, at the moment of preparing the fees estimate the NSW Divisional Branch was his client. What is more, Mr Hodges billed for creating the fees estimate and the NSW Divisional Branch paid his invoice.

246. The reasons why I regard it as, at least, a possibility that Mr McGirr's fee estimate was one created by Mr Hodges are because:

(a) Mr Hodges *did* create a fee estimate. The document exists, but he will not assist me by letting me see it.

(b) At some point, that fees estimate was in the hands of Rita Mallia and, based on Mr McCauley's email, it was intended to be used as the basis for the third resolution.

(c) If Mr Hodges' fees estimate was different to Mr McGirr's estimate, there is no obvious reason it would not have been provided during the COM meeting. One reason could be because there was no difference between the two fees estimates.

[redacted]

(d) It is hard to understand how Mr McGirr, if he was discharging his professional duty, could have arrived at an estimate as swiftly as he did.

(e) There are some tell-tale features in Mr McGirr's estimate which suggest a connexion with Mr Hodges' estimate. For example, the charge out rates for the lawyers and paralegal approximate those which were charged by Mills Oakley in its invoice dated 16 August 2024. In Mr McGirr's estimate he refers to an hourly rate for "*Special Counsel*", even though there was no one in his firm with that status – but Mills Oakley regularly had a person described as "*Special Counsel"* working on the Greenfields' matter.

(f) Even after the monies were paid into the McGirr & Associates' trust account, Mills Oakley still provided the primary legal services to the Greenfields. This is evident from Mills Oakley's invoice dated 16 August 2024. That is, the work covered by McGirr's fees estimate was being performed by Mills Oakley.

(g) There is no record of, and no separate charge for, as there usually would be, a handover of the file from Mills Oakley to McGirr & Associates, who were ostensibly taking over the Greenfields' defence to completion.

247. Some of these matters may have an innocent explanation, but their collected effect seems to point to the tentative conclusion I referred to.

248. As soon as these matters became apparent to me, on 19 December 2024, I sent an email to the lawyers representing Mr McGirr and Mr Hodges, drawing attention to this possible inference and asking for their submissions. Mr McGirr did not respond; Mr Hodges obfuscated.

249. In this report I have been strongly critical of Mr McGirr in relation to his fees estimate. He would not be relieved of that criticism if all he has done is adopt Mr Hodges' fees estimate, but at least the blame could be shared.

[redacted]

Geoffrey Watson

[redacted]

Second Bi-Annual Report of the CFMEU Administrator

[redacted]



CFMEU ADMINISTRATOR
MARK IRVING KC

Monday 25 August 2025

The Honourable Amanda Rishworth MP
Minister for Employment and Workplace Relations

By email: [redacted]

Dear Minister,

Bi-Annual Report

I refer to s.323T(1) of the *Fair Work (Registered Organisations) Amendment (Administration) Act 2024.* Accordingly, I attach the second Bi-Annual Report of the CFMEU Administration.

On the matter of the requirement under the Legislation to conduct provide a special financial audit, I refer to previous discussions that this not able to be achieved on the reporting date. The Union's annual financial reports will be finalised shortly and will be reported to the Fair Work Commission, and I will send them directly to you.

Yours sincerely

[redacted]

Mark Irving
Administrator

[redacted]

CFMEU ADMINISTRATOR
MARK IRVING KC

econd i Annual eport of the CFMEU Administrator

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ntroduction and verview

The Administration is making progress in performing the statutory functions conferred on it. The Union has continued to perform its core functions of serving members, advancing their industrial interests, and keeping them safe at work. The Administration continues in its mission to ensure that the Union is performing its core functions lawfully and effectively. Since my last report in February 2025 the Union has stabilised. The road ahead has been charted and clearly communicated. The architecture of the Union going forward has been mapped in the strategic plan. The framework that will allow the Union to continue to perform its core functions in the long term is being constructed. The rebuilding phase of the Administration is underway. Despite all the work the Administration has done and will continue to do, there remain serious challenges to overcome, some of which will require others in the industry to bear a greater load and accept responsibility for their role in making changes across the industry.

This is a report as required by s. 323T(2) of the Fair Work (Registered Organisations) Amendment (Administration) Act 2024 (Cth), s. 876L of the Industrial Relations Act 2016 (Qld) and section 16A(2) of Schedule 6 of the Industrial Relations Act 1996 (NSW). There are specific parts of the report dedicated to the position in Queensland and New South Wales. The report outlines the Administrators activities over the last 6 months in accordance with the statutory requirements.

On 18 June 2025, some 6 months after hearing argument, the High Court handed down its decision dismissing a challenge to the constitutional validity of the laws under which the Administration is conducted. The February 2025 report observed that the Administration was operating in the shadow of the case brought by dissidents in the High Court. The resolution of the application, and the dispelling of much uncertainty, has provided an opportunity for the Administration to move to its next phase. As detailed below, the Administration has pivoted in a number of ways: developing and starting to implement a strategic plan and a national restructure.

The strategic plan is annexed to this report. Further, the decision marked a major shift in attitude towards the Administration by some within, and some outside, the CFMEU. As a result of the decision and those shifts in attitude, a large number of organisers in W and ueensland have exited the Union. Additionally, organisers have been removed in outh Australia. At the same time, many of the remaining organisers have expressed a willingness to unite to address the problems within the Union by co operatively working with the Administrator, although there is more work to be done. More details on these developments are below.

The breadth of the work being undertaken by the Administration is apparent in this report. ome numbers give a partial insight into some of the operations of the Administration

- The Administration has received over complaints through its anonymous whistleblowing website.
- The ivision s total asset value is 1 million with net assets after liabilities position of 161 million. The Union has 11 million in financial assets including cash, term deposits and share investments.

- Financial members are down from , in the financial year to 6,6 in the financial year, a decrease. ince the end of the last financial year the membership has increased. The steps being taken to increase membership are noted below.
- The Administration has held do ens of meetings with stakeholders. n the fortnight before this report was finalised, as an indicative period, the Administration met with the Australian Federal olice, the FW , the Australian Contractors Association, national employers and national and state employer associations. Further, The Administration has met with relevant Ministers peak Union bodies, and key industry leaders involved in the Construction ndustry Culture Taskforce.
- There are in excess of staff currently engaged in the Union. ver 6 staff have left the Union since the commencement of the Administration, over two thirds of whom were in leadership positions or organisers. The circumstances of these changes are discussed below.
- The Union is in the process or has finalised policies governing menacing behaviour, and is developing a tatement of Expectations for all staff. t is in the process of developing ational H policies and procedures, a ational Code of Conduct, an E A olicy, an rganised Crime olicy, an ndustrial Mediators olicy, and a Gift olicy.
- The Administration has commenced and finali ed many investigations, and has referred matters to regulators and law enforcement. A number of these investigations have been made public.

An Administration with a strategic plan

1. The Federal legislative scheme contemplates that the CFMEU operates effectively during the course of the Administration s A of the FW Act. The CFMEU keeps workers safe on site. t protects and improves wages and conditions. t leads campaigns that change the industry and makes life better for members and all working people strategic plan principle . To operate effectively and achieve its purposes, the Union should have a plan to win more members, more agreements, safer workplaces and more power to change the lives of workers strategic plan paragraph .

. To progress and map the work tasked to the Administration, a strategic plan was put together with stated aims, ob ectives and a desired outcome. The plan makes the work transparent ensuring members, the community, and relevant stakeholders are aware of the priorities and proposed actions of the Union.

. n May the Administrator established a ational teering Committee. t meets monthly. t provides the Administrator advice on the functioning and reform of the Union. The Administrator serves on the Committee, along with the ational ecretary, the irector of the ational ffice, ranch Executive fficers from each

[redacted]

ranch, and the ecretary of the WA ranch. The membership of the Committee will be supplemented by additional appointments as the ational estructure of the Union is implemented.

. n une , the strategic plan of the Union was published. t outlines the principles of the Union that should be clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union strategic plan paragraph 1 . The plan was considered and endorsed by the ational teering Committee. t was published to members and is available online at https cg.cfmeu.org blog 6 cfmeu strategic plan . ey aspects have been considered by delegates meetings across the country.

. n une the Administration announced a ational estructure of the Union. The restructure built on a proposal from the ational ecretary and followed consultation with relevant staff. The restructure called for the establishment of a Union Education and evelopment Unit, the commitment of funding to address a range of issues associated with gender equity and sexual harassment, the reform of the delegates structure, the development of greater national media, communications, research and campaigning capacities strategic plan paragraph .1 .

6. That restructure is in the process of being implemented. r ohn Fal on is now heading the Union Education and evelopment Unit, whose work is discussed below. The Union will invest . m over years on addressing behavioural change of men in the industry towards women in the industry strategic plan paragraph . . The ational ecretary has proposed, and the Administration have agreed, that in each ranch a delegates consultative committee should be established. This is an important step in democratising the Union, keeping delegates informed and having their voices heard. The ational ecretary has also developed policies about strengthening the role of delegates in the Union and implementing a more robust process with regard to the criteria needed to become a delegate strategic plan paragraph 6, .

The conduct of the Administration

. Under the Federal Act all of the powers of all of the office holders in the ivision are vested in the Administrator, and all of that power is divested by that law from those office holders who remain. ome additional powers are granted to the Administrator by the Act. y those mechanisms almost all of the legal power to conduct the Union and its business is in my hands. imilar schemes effect the same outcomes in W and ueensland.

[redacted]

. The Administrator has in turn appointed and delegated powers to ranch Executive fficers to oversee the day to day operations in the W, A, ACT, ic Tas and ld T ranches of the Union. n Western Australia, the Administrator has delegated powers to the ecretary of the Union who retains my confidence. n addition, staff engaged directly in the Administration and the ational ffice exercise powers pursuant to a range of delegations of power. n WA and the ACT there are ranch Committees of Management, though under the Federal Act they are currently divested of powers. As noted above, the ational teering Committee operates to ensure the work of the Administration remains closely aligned with and best able to support the work of the ranches.

. The next level of leadership differs from ranch to ranch. n some, there are Assistant ranch Executive fficers. n others, there is a leadership group of coordinators reporting to the ranch Executive fficers. n each ranch there is an organising team and a support administrative team, including staff responsible for membership, legal compliance, finance, T as well as other essential support staff. Within the Administration, there is the Administrator, a Chief of taff, eputy Chief of taff, a Head of Media and Communications, a irector of ublic Affairs, a Chief nvestigator, the Head of ntegrity, three in house lawyers and two support staff. ess than of the Union s staff are engaged directly within the Administration.

1 . n accordance with the ational estructure of the Union, a number of additional staff are being engaged in newly created positions in research, policy and communications. n addition, new organisers are in the process of being employed in the Union to meet the demands of ranch operations. The CFMEU seeks to attract and retain the best people to work for the CFMEU and is developing national H policies and procedures, as well as committing to a program of ongoing education for staff strategic plan paragraph .

elations with stakeholders and industry reform

11. The Administration engages with a range of stakeholders both Federally and across the tates. t has regular meetings with the FW , FWC and various regulators and police forces. t provides information about alleged wrongdoing in the industry to regulators, largely through the oint Agency Working Group consisting of regulators and police forces across Australia. The Administration has developed and maintained relationships with representatives of employer groups, both through various formal fora and informally. These relationships are civil and co operative. They allow the parties to identify and resolve matters before they become significant issues of disruption and ensure that the rights and interests of members are protected and advanced.

1 . After the establishment of the Administration the tripartite ational Construction ndustry Forum C F recognised an unprecedented opportunity to collaboratively address the key challenges facing the construction industry. The C F with senior representatives of Unions, employers and government are committing to creating lasting and tangible change in the industry in shared recognition of the urgent need to address significant immediate and long term challenges across a range of areas, including industry culture. The CFMEU, through the ational ecretary, has engaged in that process. The C F proposes a fundamental shift towards a better industry a stable industry where procurement practices drive innovation and value, where fair payment practices strengthen the profitability and financial security of all businesses and workers, where adversarial relationships give way to a culture of collaboration and shared interests, where workplaces are inclusive and responsive to the needs of different employees, and where a skilled and diverse workforce is fairly remunerated and safe from all workplace harms.

1 . The array of issues that are the sub ect of the C F collaborative, tripartite process is extensive. They are catalogued in the C F lueprint for the Future inked here . ne of those issues is the adversarial relationships between stakeholders including a lack of trust and communication between parties. n some tates relations between the CFMEU and some sectors of industry have been civil. n others, the relationship historically has been hostile. A significant cultural change in the industry will take time and involves all parties.

Education and cultural change

1 . Changing the culture of an organisation is not simply a matter of announcing policies or changing personnel. Cultural change is in part a function of the values of an organisation. The principles that are not only catalogued, but also exhibited in the consistent actions of the leadership will become the fundamental and distinctive characteristics of the organisation.

1 . An integral part of changing culture is through education. Under the leadership of r ohn Fal on, the CFMEU is developing an education module on the history, principles and values of the CFMEU and the wider union movement. r Fal on has been appointed as Head of Education nationally, a new position to work on this pro ect across all ranches of the Union strategic plan paragraph .1 . r Fal on was formerly CE of t incent de aul and is an esteemed social ustice advocate and a campaigner against inequality through his writing, public speaking and advocacy work.

16. r Fal on will implement a program of ongoing education. The CFMEU will invest in and develop future leaders, staff, delegates and members as part of our national

education program. A core component of the education program will be training on ethics, integrity, recognising and eliminating corruption, as well as ensuring that delegates and staff are aware of their legal obligations and their duties in relation to Union members strategic plan paragraphs .1 and . .

taff, policies and procedures

1 . As noted above, the Federal legislative scheme contemplates that the CFMEU operates effectively during the course of the Administration. The CFMEU has over employees. t performs a key function in keeping over 6, members safe at work. t also ensures members receive correct pay and their entitlements are protected. From its inception, the need for the Administration to ensure the CFMEU continued to function effectively meant that continuity of services to members was important. A sudden wholesale replacement of the workforce was not only unnecessary and impractical, it would have been inconsistent with the scheme arliament enacted. elivering services to members while overseeing change is the ongoing commitment of the Administration.

1 . ver the course of the Administration there has been a substantial change in the staffing profile of organising staff. n W in excess of of the organisers have been replaced since August . n ueensland and A that number is about . They have been replaced largely by a mix of excellent delegates, experienced organisers from other Unions and other activists strategic plan . . The reasons for the turnover in those states was in large part due to former employees not being appropriately qualified to meet the inherent requirements of their duties lawfully and effectively. ther reasons include a mismatch of values between the former organisers and the Administration and, in some cases making a choice not to serve the Union after the High Court decision and the guilty pleas of arren Greenfield, once it was clear that Mr Greenfield, Mr avbar and Mr ngham were not returning.

1 . As to new and continuing staff, the CFMEU s commitment to their continued education has been noted above. A tatement of Expectations has been developed and is progressively being adopted as a set of binding, fundamental principles that will apply to all employees. The tatement of Expectation makes it clear that the employees must support the goal of returning the Union to the democratic control of members as a principled, strong and independent Union and not undermine or interfere with the work of the Administrator in achieving that end.

. A Code of Conduct for staff is being developed strategic plan paragraph .1 . The purpose of the Code is to establish standards of behaviour required by all people who work for the CFMEU, whether as employees, contractors or consultants. The Code sets out the values of the Union and covers matters such as discrimination, sexual and

other harassment, bullying and victimisation. The Code of Conduct for delegates of the Union continues to apply.

emocratising the Union and the position of delegates

1. Elections cannot be held while a ranch is in Administration. Elections will be held as part of the process of a ranch moving out of Administration. The Administration is reviewing the rules of the Union to ensure members voices are genuinely heard in the decision making structures of the Union strategic plan paragraph 6.1 . The members should determine the direction of the Union. ules are needed to distribute power and prevent the excessive concentration of power into the hands of a small coterie of leaders strategic plan paragraph 6.1 . There will also be a review of the rules governing reporting mechanisms of elected leaders to the membership, and to embed accountability and transparency into the governance processes strategic plan paragraph .

. elegates have always played a fundamental role in governing the Union. They are the backbone of the Union in many respects. elegates meetings are accorded a position within the rules that does not reflect their role in the Union. The position of delegates under rules will be reviewed as part of the task of ensuring members voices are genuinely heard in the decision making structures of the Union. Further, the ational ecretary has developed a set of principles, now endorsed by the ictorian delegates, which have been adopted in paragraph of the strategic plan. The new standard in ictoria is that all delegates must have five years continuous financial membership and be directly employed and elected by their fellow workers. ew delegates will be supported through mentoring and training, and will be required to sign the ational Code of Conduct for delegates. The training will cover, amongst other matters the history and achievements of the CFMEU union values the role of delegates and how to ensure workplaces are safe and supportive. The policy is designed to ensure the appointment of delegates is not corrupted, by putting an end to the practice of parachuting workers or mates who have little or no experience in the industry, with little or no training in Union values, into crucial positions as Union representatives on worksites. This new policy will be rolled out nationally. n due course, existing delegates will be provided with re training.

The position of women in the industry and the Union

. roblems confronting the achievement of ustice for women in the construction industry are well documented. Widespread discrimination against, and harassment of women, occurs in the construction industry. There exist structural and cultural impediments to the employment of more women into the industry.

. The attitudes and behaviours of some members, delegates, and employees towards women in the industry need to change. This has been well publicised through various news reports focusing on behaviour of certain delegates in ictoria towards Union members who are women. The Watson report into the ueensland ranch as it was conducted prior to the Administration found that the targeting of women was part of the perverted model embraced by the former avbar ngham leadership. t is a core Union value that all workers, regardless of gender, should be able to perform their ob free of violence and harassment.

. The Union is changing. The delegates of the ictorian ranch have demanded that workplaces be free of harassment and gendered violence. n ueensland, there has been a similar reckoning with past behaviour. Many of the employees of the Union, its members and delegates, are committed to achieving change and advancing the position of women in the industry. The Administration is establishing a program within the Union committed to gender equality. A committee comprised of women will guide efforts to combat gender based violence and mistreatment within the Union. This will supplement proposals within the ational estructure of the Union, under which funding was committed . m over years to engage a ro ect fficer and staff to address the behaviour of men towards women in the industry, increase workforce entry and retention of women, and address the systemic barriers to participation.

6. The Union is also committed to increasing representation and voice of women throughout its ranks. As part of the rules review, attention will be paid to the need to ensure appropriate representation which will help ensure issues of gender ustice become a key part of the industrial agenda of the Union. There is a lack of formal structures within the Union related to representation of women. There is inconsistency between ranches regarding work to progress women s industrial issues within the Union. The Administration is embarking on a pro ect to look at the current allocation of resources into this work and how we can make improvements to give effective voice to women within the Union structures.

elations with other Unions and resolving demarcation disputes

. As detailed in the CFMEU trategic lan, a key principle that underpins the work of the Union is solidarity that the Union is bound in solidarity and unity with the members and the Union movement. ne of the goals identified in the trategic lan is for the CFMEU to be a leader in the movement. The Administration condemns the attacks made in the past by the leadership in some ranches particularly ueensland , which included threats and acts of violence, against other unionists, their representatives and leaders in the labour movement. The CFMEU is committed

to returning as a respected and respectful partner to the broader trade Union movement.

. There will be a review of all the Union s demarcation issues. The Union will only represent those who it is lawfully entitled to represent. The Union will work with other unions cooperatively to ensure that demarcation issues are settled promptly and effectively, with a view to ensuring that agreement is reached which respects all unions and, more importantly, the best interests of the workers involved. Work on that review commenced once the High Court handed down its decision. Further, and as part of that process, there will be regular meetings with peak bodies and key unions.

Governance

. The reform of governance policies and practices within the Union is underway. As well as the ational Code of Conduct, the Administration is committed to establishing best practice governance, compliance and integrity within the Union. To this end, we are developing national policies that are consistent in every ranch to guide budgets and finance, reporting to members, and financial and regulatory compliance strategic plan paragraph . . . We are improving governance training for staff and future leaders strategic plan paragraph . We are also investigating the Union s T capacity in order to ensure that we are able to engage with members more effectively and efficiently strategic plan paragraph . .

ndustrial campaigns

. n accordance with the statutory functions of the Administrator to ensure the Union is operating effectively, the CFMEU is forging ahead in campaigns to improve the working lives and conditions of members. This means the CFMEU continues to work to keep workers safe on site and protects and improves wages and conditions. t leads campaigns that change the industry and make life better for members and all working people strategic plan principle . To achieve these ends, there is a need for more resources nationally in order to campaign on industrial and political campaigns. The Union is expanding the national team to include research and policy positions, communications, and a women s officer.

1. The Union is embarking on industry wide campaigns on issues such as trade licencing, productivity and labour hire. The ictorian ranch has prioritised trade licencing as a way to ensure that workers skills are recognised and that they are paid correctly. The licencing campaign is also aimed at ensuring that people setting up a business in the construction industry are licenced in the relevant trade. This is a way

to curb the rise of labour hire companies where the owners have no skill, history or previous connection to the construction industry.

Corruption and criminal influences

. The Administration continues its work in ensuring the Union is free of outside corrupting and criminal influences. Work in this area is progressing and, as noted above, requires systemic and cultural changes within the Union as well as across the broader industry. The Union continues to investigate credible allegations of corruption and refer allegations to external agencies where appropriate strategic plan paragraph .1 . The Administration has received over complaints under its anonymous whistleblowing website. t triages the complaints. ome are dealt with internally. ome are referred to others. The Administration refers matters regularly to the oint Agency Working Group, that consists of the FW , FWC, various police forces and other regulators in various urisdictions. The Administration has also made specific referrals of criminal conduct to the ictorian and W olice forces, as well as contraventions of industrial legislation to regulatory agencies. ome of those referrals have been accompanied by material to help in the prosecution of those matters.

. The Union structures and staff must be resilient against corruption in the construction industry strategic plan paragraph 1 . The Union is committed to ensuring that staff and delegates do not have allegiances to organised crime or bikies strategic plan paragraph 1 .1 . The connection between the CFMEU and some employees and delegates has already been severed due to such inconsistent allegiances. The mechanisms by which this commitment is being met remain imperfect. Achieving the desired outcome is a work in progress. ut the resolution of the Administration to break such bonds of disloyalty is steadfast.

. ne of the occasions in which corruption can arise is in processes involving the making of enterprise agreements. Currently the decision whether an employer gets an enterprise agreement is made by reference to opaque criteria and is susceptible to abuse. There should be a policy that governs the exercise of the powers of the Union. t should serve members interests and be lawful, efficient, effective, transparent, and resilient to corrupt abuse. t should lawfully take into account whether the employer seeking that the Union facilitate an EA has a history of compliant conduct, whether the employer has engaged in anti Union, anti worker or unsafe conduct, whether the employer has engaged in corrupt or improper industrial relations conduct and whether the employer is a financially stable and lawful enterprise. This policy is being developed, and was considered at the most recent ational teering Committee. nce finalised it will form one of the structural changes to strengthen the Union s

capacity to fight back against corrupt and criminal elements in the construction industry strategic plan paragraph . .

. The Administration continues to engage in investigations for a variety of purposes. ne purpose is to understand how employers are using organised crime connections, biker groups and other criminals in performing industrial relations functions in their businesses. Another purpose is to examine whether it is appropriate to continue to engage certain employees. Another is to understand the business models of organised crime, and how they use the construction industry as ad uncts to broader criminal endeavours and finally, to understand models of wrongdoing so as to inform necessary structural reforms. The structure and depth of these investigations varies according to their purpose.

6. The Administration has an ntegrity Unit. t engages investigators. t engages barristers to conduct inquiries into defined matters. ome result in final reports. ome result in sufficient information being obtained to inform decisions.

Employers, organised crime and reform

. n the C F lueprint for the Future unions, employers and government make a firm commitment that criminality and violence will not be tolerated by, or in, the industry. This needs to be more than an unrealised vision.

. The Administration seeks to eliminate, to the extent it can, the involvement in the construction industry of organised crime figures and companies they control and the involvement in industrial relations of patched members and leaders of outlaw motorcycle gangs. The Administration wishes to implement practices to seek to ensure organised crime or criminality has no role in industrial relations in the construction industry. The CFMEU has sought to remove from its representatives who are patched members and leaders of outlaw motorcycle gangs or those who consort with organised crime figures. Union employees have to meet a fit and proper person test to obtain a right of entry permit. The Administrator has reset standards of conduct for Union employees and, as noted elsewhere in this report, meetings of organisers across Australia and delegates meetings are holding themselves to higher standards.

. However, employers and their representatives do not have to meet any fit and proper person test to engage in industrial relations, and nor do they have to meet civil standards of conduct. Employers in construction continue to use organised crime figures and outlaw motorcycle gang representatives in the industrial relations system. The Union is getting its house in order. ndustry needs to do the same. Governments need to help.

. ome employers, including ma or firms in the industry, continue to hire organised crime and MCG members to seek to resolve industrial disputes or appoint organised crime figures as mediators . ome of these organised crime and MCG members are operating extortion rackets in the construction industry in which they receive payments from employers for alleged protection from the Union. ome operate sham rackets in which they convince gullible employers that payments are required to facilitate bribes to CFMEU employees to acquire a benefit such as industrial peace or an E A in circumstances in which no bribe is ever paid, the whole of the payment is kept by the organised crime figures.

1. The identification of most organised crime figures and thereby the companies they control is a matter known only to police forces across Australia who are sub ect to significant legislative impediments on sharing information about criminal activities and people with construction industry participants.

. As noted above, through the C F Unions, employers and government made a firm commitment that criminality and violence will not be tolerated by, or in, the industry. Expelling these organised crime figures and MCGs from industrial relations roles in the construction industry is a reasonable start. However, even if there was a oint resolve by employers and Unions to do so, identifying who should be excluded from the industry would require a change in the laws governing the sharing of information by police forces to inform a udgment about who should be excluded. Confronting the insidious role of MCGs and organised crime in the construction industry will require collaboration between stakeholders and a steely resolve. The Union is getting its house in order. ndustry needs to do the same. Governments need to help.

. A further problems arise when organised crime is the employer, or the business is controlled by biker groups. ome vast construction empires are built using, or laundering, the proceeds of other crimes. The frauds, tax evasion, exploitation, illegality and funds from money laundering give these firms a competitive advantage when tendering with construction companies for obs compared with law abiding firms. The fact that these empires are controlled by organised crime figures and biker groups apparently does not dissuade construction companies accepting their tenders. These employers do not have to meet any fit and proper person test to be engaged on massive pro ects. ndustry needs to step up. Governments need to help. tandards should be set and enforced. Accountability for those who enable organised crime to operate should be increased.

. The Union is further advocating for legal and regulatory changes in the industry to prevent the drivers of corruption. ne of those drivers, for example, is the proliferation of labour hire in the industry in the last years. The large scale use of

labour hire, as opposed to direct employment, has meant that anyone can set up a labour hire company, secure an E A and get a foothold in the construction industry. The examples of criminal elements in this space have been aired publicly and we are determined to look at reforming this and any other drivers that contribute to criminality and corruption in the industry strategic plan paragraph . .

Financial position

. The financial position of each ranch is the sub ect of audited accounts that will be published in accordance with the governing legislative timetables, and will be made available to members and published online. The financial position of the Union is strong. There are no transactions in the last 6 months that consider to be unlawful s T b and cognate state provisions. During the course of its first 12 months the Administration has worked on ensuring that the financials of the Union are accurate, useable and aligned with the activities that members want the Union undertaking. The discipline of preparing and reporting against a budget was implemented (in some cases for the first time in some Branches).

ranches across Australia

W

6. The Administrator s previous report detailed the findings of the inquiry commissioned into the conduct of arren Greenfield, ita Mallia, Michael Greenfield and other enior Executive officers of the W ranch who were removed from their positions after the Union was put into administration. The inquiry by Geoffrey Watson C found that these individuals committed serious contraventions of the duties they owed to Union members. Darren Greenfield and Michael Greenfield also breached their duty to the Union by using their position to gain an advantage for themselves. Since that time the matter has been referred to the relevant regulator and police force for any further civil or criminal action. n April , arren Greenfield and Michael Greenfield pleaded guilty to corruption and bribery charges. There is no greater betrayal of members than for leadership to accept a bribe related to their duties.

. The admission by the former leadership that they were guilty of accepting bribes in the performance of their duties has lead to a ma or change in the Union, in con unction with the outcome of the High Court. The ma ority of organisers appointed by the Greenfields have now left the Union. A number of delegates,

disappointed in the conduct are now working with the administration to grow the Union and restore democratic processes.

. The well known and highly regarded Union leader Michael Crosby has been appointed as ranch Executive fficer, and Chris Christodolou continues as his deputy. hortly afterwards, a recruitment process for new organisers commenced, resulting in do ens of candidates applying for the newly available positions. A mix of experienced and new organisers will take up organising roles in the ranch to take on the challenge of rebuilding, re energising and growing the ranch. The future of the W ranch as a principled, strong and independent ranch will be secured.

ueensland

. The progress in ueensland has been substantial. From August until mid the ueensland T ranch was like W the sub ect of a shadow leadership. n February the former ranch Executive fficer resigned. He was replaced by ared Abbott, the then Assistant ecretary of the ueensland Council of Trade Unions.

. The Administration then commissioned a report into violence in the construction sector and the role played by the former CFMEU leadership.

1. The High Court handed down its decision on 1 une . Within hours, the former leaders and their supporters organised a protest outside the Union office in risbane, where faithful to the kinds of behaviours outlined in the Watson report the protestors verbally abused female ournalists.

. n uly the Administrator received a report commissioned from Geoffrey Watson C into violence in the ueensland construction industry. ee Administrator esponse to Watson at the following link esponse to Watson eport. The report revealed that under the leadership of Michael avbar and ade ngham, the ueensland ranch embraced a culture which encouraged and celebrated the use of threats of violence, intimidation, misogyny and bullying. t also detailed abhorrent behaviour encouraged or not condemned by the leadership towards officials and members of other Unions the ueensland ranch considered as enemies .

. everal organisers left the Union following the release of the report, and there is currently a recruitment process to hire new organisers and officials to do the work that is required for the Union to serve its members. ther organisers decided they want to work with the Administration and reform the Union. They have demonstrated a commitment to move forward. A week after the Watson report was

released a statement was endorsed by staff of the ueensland ranch which accepted there was significant work ahead for the ranch to regain the trust of the community and repair relations with the Union movement. The staff condemned violence, intimidation and misogyny and declared that they will not be influenced by former officials seeking to bring the Union into disrepute. n August , hundreds of delegates met and passed a resolution on measures to democratise the Union, to work with all stakeholders to find collaborative solutions to issues that arise, to repair relationships with other Unions and engage in the political process in members interests. They also voted to setting high standards of behaviour and to deal with any behaviour that brings the Union into disrepute.

. Following the release of the Watson report, the ueensland Government announced that a Commission of nquiry will be held into the CFMEU.

. n public statements the Administrator has made clear that any Commission of nquiry that seeks real change needs to look at the whole industry and the matters of criminality across the industry as outlined above.

6. t is the intention of the Administrator to cooperate with the Commission of nquiry.

. The Administration remains committed to implementing its strategic plan. The mission of the Administration remains unchanged. The resolve to continue to progress a reform agenda during the life of the Commission of nquiry will remain unchecked.

Conclusion

. There is no doubt that the task assigned under the various legislative schemes to the Administration is monumental and unprecedented in Australian industrial relations. t is being undertaken at a pivotal moment in the industry. The Administrator has made progress and secured achievements, with thanks to the committed members, delegates and staff of the Union committed to change.

. Every worker that is a Union member and every Union official understands that workers in the construction industry, with its unique features, need a strong Union that stands up for its members and secures the pay and conditions that they deserve for building the towns and cities in which we live.

6 . o unionist wants a weak Union that can t implement safety on site in one of the most dangerous industries in Australia, or can t ensure workers go home at the end of the day. o unionist wants a Union that doesn t fight for better pay and conditions

and to ensure that they are paid all their entitlements. That is why unions have lent their support, publicly and privately and have assisted in the work of rebuilding the Union. Additionally, tribute is owed to those members, delegates and officials who are working together to rebuild the Union. Their courage, discipline and cooperation in their quest to rebuild the CFMEU into a strong, effective, respected and respectful Union is acknowledged.

61. However, the goodwill of the individuals and organisations that have supported the Administration can only take the Union so far. The work that the Administration is undertaking to reform the Union can only take the Union so far. The problem across the industry are myriad and the Administration and the Union has neither the responsibility nor the resources to fix all of them. Governments, employer bodies, regulators and law enforcement all have a role to play. We look forward to working with all of them to address the problems of the construction industry and to make it a safe, law abiding and productive industry which provide fair conditions to workers.



JUNE 2025

Strategic Plan

2025–2028 | CFMEU

CFMEU
NATIONAL

Goal:

To return the Union to the democratic control of members as a principled, strong and independent Union.

+A Principled Union

01 The core principles and purpose on which the Union is founded is written in its rules.

To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

The principles that have underpinned the work of the Union include:

- **Solidarity** – a Union bound in solidarity and unity with the members and the Union movement.
- **Justice** – a Union that is committed to justice and fairness for the working class.
- **Equality** – all members are equal no matter where they live and should be free of discrimination and harassment no matter who they are.

+A Strong Union

02 The CFMEU will continue to deliver for its members.

It keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the law and make life better for members and all working people. It will continue to make workplaces safe, free of violence and menacing behaviour.

The Union will have a plan covering its operations and build capacity to win for members, be a leader in the movement, and grow in strength.

+ An Independent Union

03 The Union must be enduringly free from internal corruption and resilient to external corrupting influences.

Members and democratically elected delegates and leaders must truly determine the direction of the Union.



The Action Plan:

To achieve the goal, the union must deliver on 10 key steps.



1 The principles of the Union are clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union.

1.1 Develop a statement of principles that are supported by members and delegates.

1.2 Develop a training module on the history, principles and values of the CFMEU and the Union movement.

2 The Union has a plan to win – more members, more agreements, safer workplaces and more power to change the lives of the working class.

2.1 Invest in the Union to deliver a national industrial, OHS, legal, political, campaigning and membership growth capacity.

2.2 Develop industry-wide campaigns to improve the lives of construction workers.

2.3 Appoint a National Women's Officer to develop partnerships and deliver on equality and safety for women in construction.

2.4 Ensure every branch is viable and sustainable within the new national structure.

3 The Union has world class governance, compliance and integrity.

3.1 Develop national codes of conduct for all staff and delegates.

3.2 Develop national policies guiding budgets and finance, reporting to members and regulatory compliance.

3.3 Improve governance training for staff and future leaders.

3.4 Ensuring the Union has the best technology to engage with members.

4 The Union attracts, keeps and develops the best staff.

4.1 Develop national HR policies and procedures.

4.2 Implement a program of ongoing education for staff.

4.3 Invest in new skills and experience where needed.

5 The Union invests in education and development of future leaders, delegates and members.

5.1 Develop a national training capacity and structure to ensure that every branch and every member around Australia has access to training.

5.2 Develop training and education on ethics, integrity and recognising and eliminating corruption.

5.3 Ensure delegates and staff are aware of their legal obligations and their duties owed to members.

6 The members genuinely determine the direction of the Union.

6.1 Ensure members' voices are genuinely heard in the decision-making structures of the Union.

6.2 Distribute power and prevent the excessive concentration of power into the hands of a small number of leaders.

7 Delegates are truly representative of the members and have real democratic power in the Union.

7.1 Implement new national framework for the election and training of Delegates, reflecting the resolution passed by the Victorian Delegates.

8 The leaders of the Union are held to account by the members.

8.1 Review the reporting mechanisms of elected officials to members.

8.2 Embed accountability and transparency into governance processes.

9 The Union is free of outside corrupting and criminal influences.

9.1 Investigate credible allegations of corruption and refer allegations of corruption to external agencies as appropriate.

9.2 Review the bargaining processes of the Union to strengthen the Union's capacity to fight back against corrupt and criminal elements in the construction industry.

9.3 Establish a National Education and Integrity Unit.

9.4 Advocate for laws and policies that reveal the underlying drivers of corruption in the construction industry, ie. overuse of labor hire.

10 The Union structures and staff are resilient against corruption in the construction industry.

10.1 Prevent the appointment of staff and delegates with allegiances to organised crime or OMCG.

10.2 Identify the underlying cultural issues that lead to corruption.

10.3 Develop ongoing training and education of staff.

10.4 Establish processes and advocate for structural changes to seek to minimise or eliminate the involvement of OMCG and organised crime in industrial relations in the construction industry.



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CFMEU ADMINISTRATOR
MARK IRVING KC

23 February 2026

The Honourable Amanda Rishworth MP
Minister for Employment and Workplace Relations
By email: [redacted]

Dear Minister,

Bi-Annual Report to Parliament

I refer to s.323T(1) of the Fair Work (Registered Organisations) Amendment (Administration) Act 2024. Accordingly, I attach the third Bi-Annual Report of the CFMEU Administration.

Yours sincerely

[redacted]

Mark Irving
Administrator

CFMEU ADMINISTRATOR
MARK IRVING KC

Third Bi-Annual Report of the CFMEU Administrator

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Rebuilding the Union

1. The Administration is making steady progress towards achieving its goal to return the Union to the democratic control of members as principled, strong and independent Union. The Administration over its 18 month long life has moved through various phases: a phase of establishing control, a planning phase, and then a phase of restructuring and readying the Union for the implementation of the plan. It has now entered into a new phase: the rebuild of the Construction Division of the CFMEU.

2. The CFMEU is changing. It is changing its personnel. It is changing its culture. It has shed what courts before the Administration described as a lawless model of behaviour based on threatening and abusive conduct. It is gradually regaining its position in civil society. It is changing how it engages with employers, employer groups, regulators, governments, other unions and other industry partners. It is moving towards a model based more on co-operation and collaboration, and less on confrontation and conflict. All of this can be done without sacrificing the interests of members or compromising their safety. But there remains much to be done.

3. As detailed in previous reports, a strategic plan has been developed for the Union to be implemented over the life of the Administration. A copy of this plan is attached to this report. The plan defines the values guiding the Union. It identifies the changes needed. That plan states how the Union will be rebuilt. To create the conditions necessary for the implementation of the plan it was necessary to stabilise the Union, change its workforce, place various professionals in national leadership positions, expand their functions, and reorganise operations. During the coming 6 months the plan will be further reviewed.

4. Over the course of the last 6 months the Union has entered a new stage of its journey. The Union has now steadied. It has regenerated its workforce and will continue to regenerate as we move forward. It has restructured its national operations. There will be further reforms, but those implemented to date are substantial. The more significant are addressed below.

5. The new phase of the Administration requires a different approach. New personnel are now moving into place to implement the plan. This implementation stage – the rebuild phase – requires a different set of skills within the Administration and within the Union. The architect's plans have been finalised, the site has been cleared, the foundation has been laid: it is now time to construct the framework that will endure for a generation.

6. The work is slow, and deliberately so. It needs to be methodical. It needs to be careful. The scale of the reforms are broad. The Administration needs to make changes that will last for many years. The arc of the Administration reshaping an organisation as large and complex as the CFMEU is long. Abrupt violent upheavals have the potential to disrupt a major part of the Australian economy. This is particularly so given the many challenges facing the construction industry in Australia. The Olympics in Queensland, the T2D project and other capital works in South Australia, and the AFL stadium in Tasmania are merely examples of the vast projects that will be built largely by CFMEU members. As noted above, the CFMEU wishes to work with all stakeholders (governments of all political persuasions, employers and other unions) using an industrial relations model based on co-operation and collaboration, without sacrificing the interests of members or compromising their safety. To get this massive amount of work done requires innovative thinking and mature judgment, rather than reflectively relying on past flawed models of industrial relations in this field or now outdated misconceptions based on how the CFMEU conducts its business. Project agreements, arrangements that facilitate the engagement of more women in construction, flexible and productive rostering and RDO practices, are all matters that should be the subject of discussion aimed at mutually beneficial reforms and fully debated in the lead up to the 2027 enterprise bargaining rounds across Australia.

7. Like all human institutions, the CFMEU remains flawed. Only the blithely ignorant would contend nothing has changed in the CFMEU, and only the gloomiest pessimist would suggest that the reforming rebuilding process should now cease. More change is needed. The task of reform is well progressed, but unfinished. The CFMEU's journey has many miles to go before the Administration ceases.

Regeneration and restructuring

8. In my August 2025 bi-annual report I explained the structure of the Administration and the mechanisms governing how my powers are variously delegated to Branch Executive Officers and others. That structure remains in place. There have been four significant changes in the last 6 months.

[redacted]

9. First, I have appointed Matt McGowan as the Assistant Administrator. Matt McGowan is the former National Secretary of the National Tertiary Education Union (NTEU) and has almost 20 years of experience in leading unions at a National and State level. The Federal legislative scheme contemplates that the CFMEU operates effectively during the course of the Administration: s 323D (2A) of the FWRO Act. The Administration is moving into its rebuilding phase its focus shifts towards implementation of developed plans and embedding new governance structures. Given his experience and aptitude, Mr McGowan is ideally placed to enable the achievement of the legislative goal and the effective implementation of the strategic plan.

10. Second, during the Administration there has been a regeneration of the staff within the CFMEU. When the Administration commenced, the Division (directly or through the Queensland state registered Union) employed about 320 employees, largely through its 6 Branches. Since the commencement of the Administration over 50% of those employees have ceased to be employed by the Union and new employees have been appointed. This renewal has been accompanied by a restructuring of the operations of many of the Branches.

11. The extent of this change is perhaps best measured by considering the position of the three levels of industrial leadership within the Union prior to the Administration: the senior leadership, the industrial co-ordinators and the organisers. The senior leaders of the Victorian, NSW, Queensland and SA Branches have all left the Union. Those senior leaders were the employed Secretaries and other senior office holders in those Branches. They are all removed persons under the Act. Immediately below those senior leaders were co-ordinators (with various titles in each State). Over 90% of the industrial co-ordinators in the Victorian, NSW, Queensland and SA Branches have left employment since the commencement of the Administration. The final level of industrial leadership in the Union are the organisers. About 90% of the organisers in NSW who were engaged prior to the Administration have now had their employment ended. In Victoria over 50% of the organisers have had their employment ended since the commencement of the Administration. In South Australia the figure is over 60% and in Queensland the figure is above 50%.

12. The departure of so many of the industrial leaders of the Union has provided opportunities for renewal within the Union ranks. The new employees have been employed under different employment conditions and subject to more exacting standards of behaviour. The reasons for the departure of leaders, coordinators and organisers varied from person to person. Some have been removed in accordance with statutory requirements; some have been dismissed for misconduct; some have resigned; some have been made redundant. Some were dishonest and corrupt, and their departure was a step towards the Administration achieving its aims. Some were decent, loyal and honest servants of the members, and their departure was a loss to the Union. To describe the process as a mass 'clean out' is unfair to the good employees. However, whatever the

[redacted]

reasons for the departures, there has been a regeneration in the industrial leadership of the Union.

13. Third, the National Restructure of the Union has been implemented. There is now a National team of professional executives in place. The National Team is led by a National Executive Officer, Emma Kindon. The team consists of Directors of the following sections: Trade Union Education; Legal and Industrial; Finance; Technology; Media and Communications; Policy and Research. Steps to appoint a National Women's Officer are being finalised. Four of the eight leaders are women. Two have doctorates. Five are new employees of the Union.

14. Fourth, the functioning of the National Steering Committee (whose operation was described in my August 2025 report) has been enhanced by the establishment of a series of committees and working parties. The committees will be the driver of policy recommendations and inform future decision making. The working parties will focus on the delivery of work on a day-to-day basis. There are discrete committees whose work covers a wide variety of topics, including Technology, Governance and Democracy, Trade Training, Integrity, Rules reform and demarcation resolution. The working parties include those dedicated to Women and Diversity, National Campaigns, Education, and Enterprise Bargaining.

Operation of the Union

15. A core part of the Federal legislative scheme is that the CFMEU operates effectively during the course of the Administration: s 323D (2A) of the FWRO Act. To operate a Union requires the appointment of people with some experience in that field. To do otherwise would be negligent. A role of the Administrator under the Act and scheme is to exercise the powers conferred to pursue the objects of the Union. The role is avowedly not to wind up and cease the operation of the CFMEU as an effective union.

[redacted]

16. Prior to agreeing to take up the appointment as Administrator I wrote to the Federal Minister in a letter tabled in Parliament before the bipartisan vote to support the relevant laws. In that letter I identified the principles and goals that would guide me should I decide to accept the appointment which included that:

> *The purpose of the union is to serve its members, to advance their industrial interests and to ensure the members are safe at work and receive fair conditions.*
>
> *The administration will be a union conducted independently of government and regulatory control, except to the extend required by law, and will act lawfully to pursue the purposes of the union and serve its members.*
> *Goals...During the administration to conduct a union that serves its members....*
> *Ensuring the union acts lawfully*

17. The Union during the Administration is performing its core function of serving its members, advancing their industrial interests and ensuring members are safe at work and receive fair conditions. This is what the legislation requires. This is what was promised. Any criticism of the Administration for appointing people with experience in running unions and allowing the union to lawfully conduct its business misunderstands, with respect, what the laws require.

18. One of the goals being pursued is to ensure the Union is operating lawfully. In the 5 years prior to the Administration commencing there were findings by various courts that the CFMEU had engaged in 1163 contraventions of industrial laws. Since the Administration has commenced, there is no finding of any court that the CFMEU has engaged in any contravention of any industrial law concerning conduct occurring during the Administration (though there have naturally been findings about pre-Administration conduct).

Co-operation with law enforcement, regulatory bodies and stakeholders

19. The Act and the scheme impose on the Administrator the responsibility of cooperating in numerous ways with law enforcement agencies and regulators. The Administration has met that responsibility in a variety of ways. The Administration has regular meetings with the FWC, the FWO, and the AFP. The Administration regularly engages with and provides assistance to representatives of police forces around Australia, including Taskforce Hawk within the Victoria Police. The Administration from time to time commissions reports to examine historical practices so as to inform the reform process.

20. The Administrator continues to be supportive of the operation of the joint agency working group which operates as a centralised clearing house between the various police forces and regulators so that matters involving possible criminal acts referred by the

[redacted]

Administrator to the working group can be distributed amongst the relevant agencies pursuant to agreed relationships between them. Pursuant to various inquiries conducted and reports commissioned by the Administration certain matters have been referred to specific police forces and regulators for further investigation and prosecution. In these scenarios, the cooperation of the Administrator extends to providing the underlying documentary material to enable those authorities to proceed promptly to act on the alleged contraventions of the law identified by the Administration.

21. From the commencement of the Administration a productive working relationship has been established between the Administration, the CFMEU and peak employer bodies. Formal and informal discussions take place about a range of issues of pressing concern to the construction industry.

Resolving demarcation issues

22. The resolution of long running demarcation problems will be a priority for the Administration over the course of 2026. The resolution is important as a matter of principle, and is important for the industrial relation system, for the economy, for the CFMEU and its members, for other unions, for employers, and for the broader union movement. Their resolution requires all actors to come together in good faith. As detailed in the CFMEU Strategic Plan, a key principle that underpins the work of the Union is solidarity – that the CFMEU is bound in solidarity and unity with the members and the union movement. One of the goals identified in the Strategic Plan is for the CFMEU to be a leader in the movement. The Union condemns the attacks made in the past by the leadership in some Branches (particularly Queensland), which included threats and acts of violence, on other unionists, their representatives and leaders in the labour movement. The CFMEU is committed to returning as a respected and respectful partner to the broader trade union movement. This requires the CFMEU to maturely address contentions made by others about proper lines of demarcation.

23. A comprehensive review of all the Union's demarcation issues is being undertaken. The Union will only represent those who it is lawfully entitled to represent. There are processes being developed and implemented to ensure prompt, effective and binding mechanisms to resolve demarcation issues in a manner that reflects and respects the rights of the CFMEU and its members, and the rights of other unions and their members, without industrial disruption. The results need to be enduring, and ensure that any settlement robustly survives for decades.

24. This new approach has already borne fruit. In relation to one long running demarcation sore the CFMEU Construction Division has engaged a former member of the Fair Work Commission to arbitrate a dispute. All sides agreed to accept the outcome. This has resulted in a process where hundreds of members are being transferred from the Construction Division in accordance with the determination made. Once finalised, the

[redacted]

outcome will be publicised so all stakeholders know where the lines of demarcation are drawn.

25. However, to resolve disputes requires both sides to sit down in good faith and deeply engage with the other parties' arguments. It takes two to tango. A process whereby one party simply regurgitates historical grievances may perform a cathartic function, but doesn't in itself develop a prompt, effective and binding mechanism to resolve demarcation issues. The CFMEU will continue to professionally, diligently and maturely work with all willing unions, whatever their historical beefs, to work towards solutions. The Administration provides a once in a generation chance to sort these issues out finally, lawfully and effectively. It would be tragedy for the union movement, and the construction industry, for that opportunity to be squandered due to provincial grudges, or to gain some fleeting temporary advantage.

Aspects of the rebuilding process

26. In February I approved the 2026 workplan for the Administration. The Workplan implements in a specific way the Strategic Plan as part of the rebulding of the union. As detailed below this involves:

- Continuing to make safety of workers the number one priority;
- Improving national and branch capacity to service the OHS needs of workers;
- Addressing pressing industrial issues, such as unlawful sham contracting;
- Reviewing the rules and governance of the CFMEU;
- Examining the role of wellness and ensuring that the mental health of members is protected;
- Deciding the future of the Victoria Wellness Centre;
- Continuing to rebuild the culture of the Union;
- Establish an internal integrity, audit, and compliance unit within the CFMEU;
- Develop and implement a new staff code of conduct;
- Implement a three year plan to educate our delegates and staff;
- Identify and foster quality leaders of the future;
- Hold a National Delegates Convention;
- Form delegate advisory committees;
- Implement a men's behavioural change program;
- Rebuild the Union's IT and membership support services;
- Further develop capacity to better support women in the union and the industry;
- Continue to build research capacity;
- Build campaign capacity;
- Advance industry structural reform in various forums;
- Continue to engage with key construction industry stakeholders from employer groups;
- Participate in forums facilitated by various regulators;

[redacted]

- Continue the commitment to the National Construction Industry Reform (NCIF) through which key structural and productivity issues can be addressed;
- Work on trade licensing and its relationship to industry reform and future wages strategies;
- Repairing the CFMEU relationship with others within the industrial relations system, including regulators, stakeholders and the broader union movement.

27. Rebuilding the Union has many aspects. It involves rebuilding the culture of the Union. The regeneration and restructuring of the CFMEU described above is part of that process. It will include a review of the rules and governance of the CFMEU. That will include the establishment of an internal audit, risk and integrity unit within the CFMEU which will be embodied in the Rules. In addition, a new staff code of conduct will be developed.

28. Well trained and supported people are at the heart of an ethical union. 2026 will see the roll out of a three-year plan to educate our delegates and staff. The National Education unit is now in place. Premises to conduct the retraining work have been acquired. Fundamental to this work is the rebuilding of culture and values. Leaders within the CFMEU and the Administration are crucial in this process of rebuilding the culture of the Union. As the Union rebuilds democratic structures and practice in 2026, it is imperative that leaders model the values and culture the Union seeks to promote. The Union must identify and foster quality leaders of the future. Our focus in 2026 will be on developing staff and delegates including through the development of a Leadership Development program and the holding a delegates convention. There will also be formation and operation of delegate advisory committees. Member education is also a key focus, requiring close work between the National Education unit and the National Communications Unit. The work over 2026 will also involve the implementation of a men's behavioural change program to reinforce the respect of women.

29. The safety of workers in a dangerous industry is always the first priority of the CFMEU. Over 2026 the Union will review the national and branch capacity to service the OHS needs of workers and to ensure better coordination between Branches and National officers. The Union has identified a series of issues that members have expressed are the most important industrial issues. These include widespread, unlawful sham contracting. Resources will be deployed to pursue issues the members wish the Union to pursue. In 2026, the Union will examine the role of wellness and ensuring that the mental health of members is protected. This will in part involve defining the role of wellness in bargaining strategies and working conditions. The Union will also decide the future of the Victoria Wellness Centre and how it can be best used to advance the interests of members.

30. The Union is embarking on a rebuild of the Union's capacity. The Union is rebuilding its IT and membership support services needed to meet the needs of members and the union. The union is rebuilding democratic structures (particularly amongst delegates) and

[redacted]

reshaping their relationship to how power is exercised. In 2026 the Union will further develop capacity to better support women in our union and industry, with a new fully funded National department and a revised National Women's Committee. The Union will build an integrity, audit, and compliance unit within the Division in 2026, reshaping its current arrangements. It will embed integrity measures into democratic structures.

31. The Union is continuing to build research capacity to support campaigns, industry structural reform, growth initiatives, and pursue member interests. Building campaign capacity is essential to winning for members and improving the working conditions and lives of members.

32. Industry structural reform is being advanced by the CFMEU in various forums. The Administration has held multiple meetings with key construction industry stakeholders from employer groups. It also participates in forums facilitated by various regulators. Most importantly, the CFMEU has committed to the National Construction Industry Reform (NCIF), a tripartite body shaping construction industry reform. Key reform issues for 2026 include procurement processes, the development of 'fit and proper person' standards, and the facilitation of project agreements. The CFMEU is also engaging over 2026 in extensive discussion regarding trade licensing and its relationship to industry reform and future wages strategies.

33. The Union will continue to work to repair its relationship with others within the industrial relations system. The Union is committed to building better day-to-day working relationships with government at every level. This includes regulators, stakeholders and the broader union movement. Being a leader in the union movement requires the CFMEU earning back the trust of other unions.

Financial position

34. The financial position of each Branch and reporting unit is the subject of audited accounts that have been published online. The financial position of the Union is strong. It is one of the most financially strong unions in Australia. Work continues on ensuring that the financials of the union are accurate, useable and aligned with the activities that members want the union undertaking. The discipline of preparing and reporting against a budget has been implemented. Now that the third reporting period covered by this Report in accordance with governing laws has concluded new financial reports will be prepared covering the period ending 23 February 2026.

35. Compared with the previously published financial reports, in the reporting period there has been one alteration of significance. During 2024-5 the FWC investigated whether there were breaches of the law concerning donations made by the CFMEU Victorian-Tas Branch in the 2023 financial year to indirectly aid Diana Asmar, the then Secretary of another Union. As a result of that investigation, the Administration took steps to rectify

the accounts to reveal the nature of the transactions in line with advice from the FWC. The FWC also made findings concerning possible contraventions of the law by former officers. It has carriage of these matters. The Administration is co-operating with the FWC and is supportive of the FWC taking steps to hold former officers to account for any contraventions of the law.

Mark Irving KC

23 February 2026

[redacted]



JUNE 2025

Strategic Plan

2025–2028 | CFMEU

CFMEU
NATIONAL

Goal:

To return the Union to the democratic control of members as a principled, strong and independent Union.

+A Principled Union

01 The core principles and purpose on which the Union is founded is written in its rules.

To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

The principles that have underpinned the work of the Union include:

- **Solidarity** – a Union bound in solidarity and unity with the members and the Union movement.
- **Justice** – a Union that is committed to justice and fairness for the working class.
- **Equality** – all members are equal no matter where they live and should be free of discrimination and harassment no matter who they are.

+A Strong Union

02 The CFMEU will continue to deliver for its members.

It keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the law and make life better for members and all working people. It will continue to make workplaces safe, free of violence and menacing behaviour.

The Union will have a plan covering its operations and build capacity to win for members, be a leader in the movement, and grow in strength.

[redacted]

+ An Independent Union

03 The Union must be enduringly free from internal corruption and resilient to external corrupting influences.

Members and democratically elected delegates and leaders must truly determine the direction of the Union.



The Action Plan:

To achieve the goal, the union must deliver on 10 key steps.



1 The principles of the Union are clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union.

1.1 Develop a statement of principles that are supported by members and delegates.

1.2 Develop a training module on the history, principles and values of the CFMEU and the Union movement.

2 The Union has a plan to win – more members, more agreements, safer workplaces and more power to change the lives of the working class.

2.1 Invest in the Union to deliver a national industrial, OHS, legal, political, campaigning and membership growth capacity.

2.2 Develop industry-wide campaigns to improve the lives of construction workers.

2.3 Appoint a National Women's Officer to develop partnerships and deliver on equality and safety for women in construction.

2.4 Ensure every branch is viable and sustainable within the new national structure.

3 The Union has world class governance, compliance and integrity.

3.1 Develop national codes of conduct for all staff and delegates.

3.2 Develop national policies guiding budgets and finance, reporting to members and regulatory compliance.

3.3 Improve governance training for staff and future leaders.

3.4 Ensuring the Union has the best technology to engage with members.

4 The Union attracts, keeps and develops the best staff.

4.1 Develop national HR policies and procedures.

4.2 Implement a program of ongoing education for staff.

4.3 Invest in new skills and experience where needed.

5 The Union invests in education and development of future leaders, delegates and members.

5.1 Develop a national training capacity and structure to ensure that every branch and every member around Australia has access to training.

5.2 Develop training and education on ethics, integrity and recognising and eliminating corruption.

5.3 Ensure delegates and staff are aware of their legal obligations and their duties owed to members.

6 The members genuinely determine the direction of the Union.

6.1 Ensure members' voices are genuinely heard in the decision-making structures of the Union.

6.2 Distribute power and prevent the excessive concentration of power into the hands of a small number of leaders.

7 Delegates are truly representative of the members and have real democratic power in the Union.

7.1 Implement new national framework for the election and training of Delegates, reflecting the resolution passed by the Victorian Delegates.

8 The leaders of the Union are held to account by the members.

8.1 Review the reporting mechanisms of elected officials to members.

8.2 Embed accountability and transparency into governance processes.

9 The Union is free of outside corrupting and criminal influences.

9.1 Investigate credible allegations of corruption and refer allegations of corruption to external agencies as appropriate.

9.2 Review the bargaining processes of the Union to strengthen the Union's capacity to fight back against corrupt and criminal elements in the construction industry.

9.3 Establish a National Education and Integrity Unit.

9.4 Advocate for laws and policies that reveal the underlying drivers of corruption in the construction industry, ie. overuse of labor hire.

10 The Union structures and staff are resilient against corruption in the construction industry.

10.1 Prevent the appointment of staff and delegates with allegiances to organised crime or OMCG.

10.2 Identify the underlying cultural issues that lead to corruption.

10.3 Develop ongoing training and education of staff.

10.4 Establish processes and advocate for structural changes to seek to minimise or eliminate the involvement of OMCG and organised crime in industrial relations in the construction industry.

[redacted]





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Pyrmont NSW 2009

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CFMEU ADMINISTRATOR
MICHAEL CROSBY AM

24 August 2026

The Hon. Amanda Rishworth MP
Minister for Employment and Workplace Relations

By email: [redacted]

Dear Minister Rishworth,

Bi-Annual Report to Parliament

I refer to s.323T(1) of the Fair Work (Registered Organisations) Amendment (Administration) Act 2024. Accordingly, I attach the fourth Bi-Annual Report of the CFMEU Administration.

Yours sincerely,

[redacted]

Michael Crosby
Administrator

CFMEU ADMINISTRATOR
MICHAEL CROSBY AM

Administration Report to Parliament

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Introduction

This is my first report to Parliament following my appointment as Administrator by the General Manager of the Fair Work Commission, Mr Murray Furlong. I thank him for his confidence in me.

I wish to pay tribute to the work of my predecessor; Mark Irving KC. Mark did an extraordinary job in the most difficult of circumstances. In the context of a High Court challenge that aimed to stop the Administration in its infancy, he set about removing the worst elements of the CFMEU leadership, put in place a team capable of administering the Union and made the case for a Union that was both ethical and lawful while defending the interests of its members. His success is well understood by the Union and the industry more generally.

Twenty-seven former leaders were summarily removed. Around 150 other staff -- organisers have left by one means or another. A new influx of staff, unsullied by the past, have taken up employment with the Union.

Members rights are being assiduously protected without resort to the aggression and menacing behaviour that became a badge of honour for the Union.

Employers report a fundamental change in the way in which the Union interacts with their staff on worksites.

The Union is operating within the law and rebuilding its relationships with the broader Union movement.

Mark Irving led this work despite the police indicating that there was a credible threat to his safety -- a sure sign that the Union really had fallen a long way from real Union values. Mr. Irving continues his involvement with the Administration as an advisor, and the work of the current Administration continues to follow the strategic plan established under his leadership.

I was appointed Administrator on 21 May 2026. Prior to that time, I exercised the Administrator's delegated authority as the Executive Officer for both the NSW and ACT Branches of the Union. That appointment was taken up on the 17 June 2025.

I have been a Union official and Union leader for 49 years. I have been an authority on Union reform both in this country and internationally, and it is this experience and knowledge I bring to the job of reforming and rebuilding the Union for construction workers.

The fundamental task before us is to demonstrate to members that they can exercise collective power lawfully. There is no need to resort to violence and thuggery to get them the just rewards for their work that they deserve. They can defend their safety on the job lawfully.

The problem we need to correct is that former leaders had decided that power meant that they could completely ignore the law and do whatever they liked. Worse, they sold members the lie that the only way to exercise collective power was to get into bed with criminal elements, ignore the law and use physical force rather than the power of argument or the exercise of lawful industrial action.

I make no apology for the fact that at the end of Administration, I aim to make sure that the Union is effective and powerful in the lawful pursuit of safe workplaces and decent conditions. It will lawfully and effectively act in the members' interest.

Construction sites are complex, dynamic workplaces requiring a high level of skill matched with hard unremitting physical labour.

The workers the Union organises and represents work ten-hour days and 6-hours on Saturdays. Overtime is common. Their workplaces are inherently unsafe with threats constantly present from four different directions -- up, down and from side to side. As shifts go on, workers report that their concentration lags and it is this time that accidents happen.

Injuries are common even on Unionised sites. Deaths in construction are all too common on sites with no Union delegates or Health and Safety Representatives.

Safework Australia reports that in the 2023/24 year, there were 44 fatalities in construction, nearly a quarter of all workplace deaths in that year.

The pace of work and its length means that their social and family life is limited in the extreme. They are simply not home long enough to hang out with their kids or be with their partners. This is a factor in the reality that construction workers suffer suicide at more than twice the rate of men generally.

Workers make two demands of their Union. First that they receive a just reward for the work that they do. Second, that they come home at night in one piece.

At its base, they want respect. They are not pieces of machinery. They are not infinitely replaceable.

Their Union needs to be effective and powerful in its legal pursuit of their basic internationally recognised labour and human rights.

The construction Unions in Australia have a very proud history of delivering respect at work, and the right of workers to come home safe.

The job of the Administration is to return this history of the Union to the members a new -- strong, ethical and effective.



Michael Crosby AM



Rebuilding the Union

Staff

1. Now that the Union has been cleared of the previous deeply compromised leaders, the most fundamental challenge for the Administration is to change the culture of the organisation.
2. When that is done, the Union will be fully reformed and fit to emerge from Administration. The change has begun.
3. The Union has an influx of new leaders and organisers who understand what it is to be part of a powerful but lawful Union. There are new organisers hired both from other Unions and from within the Union's own ranks.
4. Importantly, the Union now has two senior female leaders as National Executive Officer and NSW and ACT Executive Officer. Added to that is the involvement of a number of female organisers who are able to model a different kind of worker representation.
5. New delegates in workplaces are being identified and trained who are untouched by the previous culture.
6. The organisers and delegates who have been retained are committed to a different way of working.
7. In continuing to work under Administration many of these staff and delegates risk retaliation from those loyal to the leadership and they should be strongly supported in in continuing to do the work of representing members. They have shown courage in putting the Union first.

Training

8. One of the most obvious failures of the old regime was the almost complete failure to provide its own staff and leadership with training.
9. Under Administration, the Union is moving to remedy this obvious deficiency as quickly as possible.
10. The education process it is delivering enables the Union's staff to work out for themselves what went so wrong and what led to the Union losing its social licence. It is in training that they get the confidence and the skill to be able to do their work within the confines of the law. Indeed, for the first time, they have the chance to find out what the law is and what it requires of them.
11. The National Office of the Union has a new training department, with Dr. John Falzon, formerly of the St Vincent de Paul Society, leading the development of curriculum and the roll out of training.
12. Over the last 6 months, training has been delivered to hundreds of staff across the country, covering:

    - Introduction to political education
    - Union values
    - Organiser development
    - History of the Union and the industrial relations system
    - Leadership development program.

[redacted]

13. The next steps to be delivered include:

- Vic Branch Organiser Development Program over 6 days
- Respect@Work for the whole organisation
- QLD/NT Regional Organisers Conference Education modules
- Delivery of Module 1 to staff (including organisers) in QLD, WA and Vic.
- Leadership Development Program Second Residential.

14. The training unit will also deliver courses in:

- Public Speaking
- Respect@Work compliance training
- Building a Values led Union, ethical decision making.

15. Further courses in development include:

- Union History module
- Organiser Capability Framework - linking skills to education and training offerings.

The role of delegates

16. In any Union -- and particularly in this Union -- the role of delegates is central. The incidence of full-time delegates on building sites is notable -- and given the constant influx of different trades and sub-contractors every day -- essential.

17. Delegates and Health and Safety Reps play a vital role in keeping every worker safe and they promote highly productive workplaces through their ability to sort out minor disputes on the job, quickly.

18. Under the previous leadership, in the Victorian Branch particularly, these roles were handed to people with no history of Union activity and with links to criminal gangs. This is a recent phenomenon and is perhaps the most damaging of the breaches of Unionism by the now sacked leadership.

19. Most of these characters have been cleared out and policies have been adopted by every Branch to ensure that this pattern of behaviour cannot be repeated.

The lawful exercise of power and relationship with regulators

20. A feature of the three problematic State Branches under the previous leadership was that they made enemies of everyone in the industry. From politicians on both sides, to Health and safety inspectors and managers in the state regulatory authorities, to the ACTU or local labour councils, to other Unions -- all were characterised as enemies or as somehow inferior. The Union saw itself as outsiders and this gave licence to some in the Union to act as 'outlaws'. Many in the Union simply refused to have some employer representatives in their buildings or present at negotiations.

21. The previous Administrator worked assiduously to repair the relationships, and that strategy is continuing under the new Administrator.

22. The reality is that it will be very difficult to succeed in advancing the interest of its members if the Union fails to get the support of the entire range of regulatory authorities.

[redacted]

23. The Union will police safety with the utmost vigor but needs the consistent and timely backing of the state health and safety regulators.

24. The Union will call out criminal activity, but a clean industry will also require state police to follow up criminals in the construction industry.

25. The Union will continue to campaign against the evil of sham contracting -- the closest thing to modern slavery in the construction industry, but will need the help of the ATO, the Workers Compensation regulators and the Payroll Tax compliance units to assist in making the cost of sham contracting prohibitive.

26. The Union will be active in prosecuting employers who ignore their obligations under industrial law but will need the help of the Fair Work Ombudsman in launching their own prosecutions of employers who fail to respect the rights of workers.

Progress

27. The Administration has achieved a great deal in the two years it has been in operation. The culture of the Union is changing. However, success is not yet uniform across the country.

West Australia

28. The Administration is satisfied that the Branch under the continuing leadership of Mick Buchan -- exercising delegated authority in that State -- acts lawfully and with success.

29. There have been problems identified with the way in which Right of Entry is exercised, and these are being addressed. There is no evidence of corruption or violence being deployed on work sites.

South Australia

30. The Branch was in a bad place after effectively being taken over by John Setka's Victorian Branch. A program of reform has been introduced, a new Executive Officer appointed, and the organisers trained and mentored by experienced organisers from other Branches. The Union will employ more organisers so that the branch can rebuild.

31. A protected action ballot was conducted amongst members employed at the six Tier 1 builders in the State and members participated in lawful action.

32. After further negotiation, the Union and employers came to an agreement that saw EBAs updated to the satisfaction of all concerned.

33. This turn of events is an indicator of where the Union is headed. The members can see that they still always have collective power while acting lawfully.

Queensland

34. The Branch under the leadership of Jared Abbott, assisted by Matt Van Hoff, has been completely rebuilt. More than 50% of the organisers have been replaced and a highly effective group of leaders developed. Delegates work well with the Branch's officers and understand the necessity of reform.

35. There is no evidence of the continued existence of the Ravbar/Ingham culture of lawlessness, aggression and violence. Rather, at every turn the Branch has led the way in trying to build relationships with employers in the industry.

36. Comprehensive training programs have been undertaken by all organising staff.

37. All existing and new delegates are attending a newly developed two-day values-based delegate training that includes genuine and effective use of health and safety, and proper conduct.

[redacted]

38. A Women's support and advocacy officer has been employed to promote women in construction and drive cultural change within the Union and broader industry.

39. The Union has worked with EBA employers to develop a process for handling disputes over safety. The aim is to avoid any perception that safety is weaponised for industrial purposes. A series of information sheets have been developed to guide site managers and Health and Safety Representatives, delegates and organisers in how safety issues are to be handled.

40. Employers have commented to the Administration that they recognise the complete change in the tenor of workplace relations.

NSW

41. Karma Lord, assisted by Chris Pappas, runs a highly effective Branch. Almost 90% of organisers under the Greenfields have left the Branch for one reason or another and an impressive group has been hired in their place.

42. Every new organiser has been trained and mentored in how to do their job. Coordinators hold organisers to account. The staff are focussed on enforcement of the EBA. A Compliance Officer role has been created to ensure employer enforcement with industrial instruments.

43. It is regretful that many employers in the industry were quite happy to work with the Greenfield regime. 'Problems' were sorted out as a result of 'deals' in back rooms. Whether money changed hands the Administration cannot say. What is clear is that compliance with the EBA was optional. There are no longer deals in backrooms. Where flexibility is granted to employers -- as set out in the EBA -- the result of those agreements is published. The same flexibility is then available to every EBA employer bidding for work.

44. Organisers are no longer permitted to have procurement conversations that involve influencing subcontractor selection amongst EBA companies. This discussion rests with Executive. Nor are they permitted to approve dispensations to EBA clauses. This also rests with Executive. This central oversight assists in creating a transparent playing field in the industry, and stops these conversations being monetizable assets.

45. The Branch will shortly be turning its attention to the non-EBA world. Early inspections of high-rise residential apartment sites and Tier 3 and 4 sites have revealed appalling safety breaches.

46. Sham contracting is widespread. The Branch has a responsibility to organise those workers, keep them safe and allow them to bargain for a decent return for their labour.

47. The NSW office has received a massive uptick in anonymous whistleblower safety complaints. This is a positive sign that the branch is rebuilding trust. Upon investigation these complaints prove to be true. Workers are scared and desperate to hide their identity because of the history of people linked to raising safety concerns, losing their jobs. Unfortunately, employers are equally desperate to hide these unsafe worksites and repeatedly breach sections of the WHS Act to delay, frustrate and subvert Organisers' entry and investigation powers.

48. A Safety Officer role in the Union has been created and filled.

49. This will assist the Union in performing increased joint compliance action with Safework NSW, and lead to faster and escalated enforcement results from the regulator.

50. Prosecutions remain an underutilised option to change offender behaviour and deter others in an industry that is culturally lawless.

[redacted]

Victoria/Tasmania

51. The Branch is making progress. A large number of organisers have left and are progressively being replaced. Two lead organisers have been appointed and under the leadership of Matt McGowan, a highly experienced Union official, the work of defending members continues.

52. Unfortunately, the reform of the Branch has an ongoing and organised opposition. A number of delegates owe their loyalty to removed leaders like John Setka and Joe Myles and they are active in undermining the work of the Administration. Ralph Edwards, a former President, is active in publishing material which aims to mislead those who follow his social media feed about the work of the Administration.

53. This core of disgraced leaders and a number of delegates are still unable to own the fact that the Union lost its social licence because of the misbehaviour of its leadership group. Some of these removed officials and the rump who support them see nothing wrong in the involvement of Organised Criminal Gangs in the work of the Union, the close relationship between the leadership and people of the ilk of Gatto, the selling of EBAs and the corruption of individual Union officers.

54. John Setka has published threats of physical violence against the Administration. These have been referred to police, and they have taken out a Personal Safety Intervention Order.

55. The Administration is taking aggressive action to confront those who continue to fight the reform of the Union.

56. John Setka has been asked to show cause why his membership should not be terminated for a period of five years -- the maximum term possible.

57. Action is being taken against other removed persons who we believe are in breach of the rules.

58. Legal action has commenced to force those who continue to control a range of funds that are the property of the CFMEU.

Cooperation with the industry and role of regulators

59. It should be clear to all that corruption and violence is still a characteristic of the construction industry and that reforming the Union is not sufficient to clean up the industry.

60. The Administration is well advanced in its efforts to reform the Union.

61. Without serious regulation of the industry, the power of money will make it inevitable that bad actors will again rise to power within the Union.

62. The Administration hopes that the Queensland Commission of Inquiry and the Victorian Royal Commission will address this issue in detail. Regulators already exist. Health and Safety regulators are present in each State.

63. The Fair Work Ombudsman regulates compliance with the Fair Work Act. The Police oversee criminal activity. APRA regulates our relationship with Cbus. There are regulators of Labour Hire in most States but not in NSW and West Australia.

64. It is critical to the rights and safety of construction workers that regulators do not see the period of Administration, or the actions of the previous leadership, as a hurdle to being involved in prosecutions of those in conflict with the Union.

65. The task of the Administration is to persuade our members that a law-abiding Union can defend the interests of members. To do that we need the help of every regulator.

[redacted]

66. Under Michael Crosby, the Administration will renew contact with each of the regulators and work with them to demonstrate the Union's bona fides. The Administration will do all in its power to ensure that those breaking the law are prosecuted so that a message is sent to the industry that compliance with the law is fundamental.

Legal action

67. The Union, in pursuing the need for lawful action to be successful, has necessarily become far more litigious. Where organisers are hindered and obstructed in exercising their rights of entry under either State or Federal legislation, the Administration will sue. Where employers indulge in sham contracting and refuse to make amends in relation to back paying the workers involved, the Administration will sue.

68. The length of time taken to bring these cases to court for hearing is frustrating. Members understandably grow tired when they are told constantly that the Union must obey the law, and the law is so slow to deliver an outcome.

Labour Hire

69. The incidence of labour hire in the industry is indefensible and regrettably growing. There is certainly a role for labour hire. At peak periods where workers are needed for short periods to top up the labour supply, companies supplying workers are an essential part of the construction process.

70. Too often however labour hire is used as a replacement for large parts of a normally permanent workforce.

71. These jobs are no replacement for permanent employment -- whether they are covered by an EBA. Workers suffer enough from the inherent instability of construction or not employment without having to suffer employment on a day-to-day basis.

72. Labour hire is a source of corruption and where it flourishes, the integrity of the Union and the industry is put at risk. The Administration values the work of the Labour hire regulator in Victoria and believes that model is worthy of emulation everywhere. It is an enormous problem for the Administration that there is no regulator of labour hire in NSW. We welcome the fact that the NSW Government has this issue under active consideration.

Rules

73. Work on the Rules is proceeding with the help of the Fair Work Commission. The Union's rules have been deficient in that they allowed State Branches to become fiefdoms beyond the reach of democratic control. The principles underlying the new Rules changes are aimed at eliminating that risk as far as possible, ensuring that rank and file members exercise ultimate decision-making power.

74. The Administration will be consulting widely with the Union's members on the principles that should guide the rules making process. Drafting will embed those principles in the Rules that are delivered.

Submission and Research papers

75. Under the Administration, the Union is developing position papers and providing input into a wide range of Government and industry processes, including:

- Senate inquiry into housing productivity
- Future Made in Australia Consultation
- Secure Australian Jobs Consultation
- Review of Mutual recognition scheme Submission & AMR submission (May and March)

[redacted]

- Review of the Occupational Skills Classification Australia 2027 review
- ACT Trade Licensing submission
- Skilled migration submission 1 and follow up submission on interim report.
- JSA survey consultation submission
- NZEA EIJP redeployment grants consultation submission
- Recognition of Prior Learning (RPL) roundtable for JSA.

Demarcation disputes

76. There is a long-standing conflict with the Australian Workers Union over the right to cover particular classes of worker. The CFMEU in the past has behaved appallingly in relation to the AWU. No matter the merits of the demarcation argument, there can be no excuse for the physical and mental intimidation of officers of another Union.

77. The issue is important for the industry as a whole, because conflict on worksites leads to a loss of productivity and an increase in the cost of construction.

78. The Union has entered into an agreement with the AWU aimed at settling once and for all the demarcation of work between the two Unions. The Administration and the AWU have jointly appointed former Commissioner Julius Roe to arbitrate on competing claims.

79. The Administration wants to thank the Fair Work Commission for their support of this process.

80. The two sides are making submissions to Mr. Rowe and the CFMEU will be bound by his decision.

Future EBA policy

81. The granting of EBAs has been a source of corruption and the Union's processes must become far more transparent so that employers and workers understand what guides the Union's decision-making.

82. Work is continuing on an EBA policy that will guide the Union's decision-makers into the future.

83. The policy will be developed with the following principles:

- To ensure members rights are protected
- To increase transparency and accountability in the CFMEU's decision making process
- To clearly identify the criteria that will govern the CFMEU's decisions
- To seek to facilitate agreements with employers who are compliant with industrial laws, not financially unstable, not be anti-worker, and not corrupt
- To minimise, and to the extent possible eliminate corrupt conduct.

84. The limits of our power to avoid engagement with employers who are linked to criminal organisations must be acknowledged. We put employers asking for an EBA through a due diligence process. That can at least enable us to see exactly who we are dealing with. The reality is that our members are employed by such people.

85. They need the protection of the Union. We may well decide to engage with such an employer through the EBA process. It is for that reason, that we have repeatedly called for the introduction of a fit and proper test for employers in the industry. The EBA process is simply not capable, on its own, of driving out criminality in the industry.

[redacted]

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STATEMENT OF MARK IRVING KC

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EXPERIENCE

1. My name is Mark Irving KC. My professional address is 540 Elizabeth Street, Melbourne, Victoria 3000.

2. I was a member of the Victorian Bar for 27 years, from 1997 to 2024, and was appointed senior counsel in 2017.

3. At the Bar I specialised in employment, industrial and anti-discrimination law. I have worked for unions, their members, individual workers, employers, employer organisations and regulators.

4. I have acted in a significant number of matters acting against those who have engaged in corrupt conduct within unions and employer organisations. I was the counsel for the Health Services Union (**HSU**) in a series of cases concerning corruption by senior officers including:

    a. proceedings successfully seeking the removal of 86 office holders in a branch of the HSU that had become dysfunctional, and seeking the appointment of an administrator to address corrupt conduct and promote good corporate governance within the organisation;

    b. proceedings against Craig Thomson, the former MP and union official, that resulted in orders requiring the repayment of members' funds that Mr Thomson had spent on escorts and furthering his personal political career;

    c. multiple proceedings against Kathy Jackson, the former National Secretary of the HSU, that resulted in orders that she repay over $1.4 million, including monies kept in a political slush fund she used consisting of union funds; and

    d. the Trade Union Royal Commission which, in part, resulted in successful applications against Kathy Jackson.

5. I have drafted rules of unions to embed anti-corruption measures, entrench transparency and accountability to members, and alter organisational structures to make the organisation more resilient to corruption. I have delivered seminars for the regulator of unions and employer organisations about the corrupting benefits

[redacted]

[redacted]

provisions in the *Fair Work Act 2009* (Cth) and have advised the regulator on matters including:

a. dysfunctional employer organisations; and

b. unauthorised payments made to officers of employer organisations.

APPOINTMENT AS ADMINISTRATOR

6. On 23 August 2024, the Attorney-General placed the Construction and General Division of the federally registered Construction, Forestry and Maritime Employees Union (**CFMEU**) and its branches into a scheme of administration pursuant to s 323B of the *Fair Work (Registered Organisations) Act 2009* (Cth) (**FW RO Act**).

7. This included the Queensland and Northern Territory Divisional Branch (**QLD/NT Branch**).

8. The federal scheme of administration was established by the *Fair Work (Registered Organisations) (CFMEU Construction and General Division Administration) Determination 2024* (Cth) (**2024 Determination**).

9. Pursuant to clause 2 of the 2024 Determination, I was appointed as administrator of the federal scheme.

10. On 24 August 2024, the Queensland Minister for Industrial Relations placed the Construction and General Division of the Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland (**CFMEUQ C&G**) into a scheme of administration.

11. CFMEUQ C&G was placed into a scheme of administration by the instrument titled *Industrial Relations Act (CFMEUQ Construction and General Division Administration) Administration Notice 2024* (Qld) (**2024 Notice**).

12. Pursuant to clause 2 of the 2024 Notice, I was appointed administrator of the State scheme.

13. The Administration's task is to rebuild the Union while also running the Union.





14. A core function of the Administration is that CFMEU function lawfully and effectively (s 323D of the FW RO Act). The Administration is determined to create a lawful and effective Union in Queensland and elsewhere across Australia.

15. The Strategic Plan 2025-2028 (the **Strategic Plan**), which was considered and endorsed by the National Steering Committee and published in June 2025, defines what is meant by an effective Union. A copy of the Strategic Plan is annexed at **Annexure 01**.

16. An effective Union is one that operates under the democratic control of its members and which is a principled, strong and independent Union.

17. The Strategic Plan details what is meant by a principled Union. These principles underpin the work of the Union, namely:

    a. Solidarity – a Union bound in solidarity and unity with the members and the Union movement.

    b. Justice – a Union that is committed to justice and fairness for the working class.

    c. Equality – all members are equal no matter where they live and should be free of discrimination and harassment no matter who they are.

18. The core principles and purpose on which the Union is founded is set out in its rules: to uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation. The rules are annexed to this statement as **Annexure 02.**

19. A strong Union keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the law and make life better for members and all working people. It will make workplaces safe, free of violence and menacing behaviour.

20. An independent Union must be enduringly free from internal corruption and resilient to external corrupting influences. Members and democratically elected delegates and leaders must truly determine the direction of the Union.

21. The Strategic Plan sets out an action plan which requires:

[redacted] [redacted]

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a. retraining of staff and delegates;

b. better planning within various aspects of the Union's operations;

c. investment in building capabilities within the union to achieve its goals;

d. running industry wide campaigns to advocate for change;

e. financial and budgeting reforms so that members' funds are spent wisely and are accounted for in transparent ways;

f. binding codes of conduct for staff and delegates;

g. better procedures for ensuring regulatory compliance;

h. better governance procedures and governance training;

i. investment in appropriate IT and other technology;

j. training in ethics, integrity and recognising and eliminating corruption;

k. more effective training to ensure staff and delegates perform their roles lawfully and comply with their duties to the Union and its members;

l. reshaping decision-making structures to ensure members' voices are genuinely heard and to re-distribute power and prevent the excessive concentration of power into the hands of a small number of leaders;

m. ensure that delegates are truly representative of the members, are elected fairly, and are appropriately qualified to perform the role;

n. establish procedures and relationships with law enforcement and regulatory agencies so that allegations of corruption and other wrongdoing are referred to those agencies as appropriate;

o. establish procedures governing the bargaining processes of the Union, including those regulating the employers with whom the Union will facilitate bargains and the circumstances in which the Union will exercise its powers to support or not support (in various ways) that builders engage particular subcontractors;

p. to strengthen the Union's capacity to fight back against corrupt and criminal elements in the construction industry;

[redacted]

[redacted]

q. establish clear guides or protocols to govern how the union's statutory powers are used for proper purposes, including powers governing the right of entry and the exercise of powers under OHS laws;

r. Establish a National Education and Integrity Unit to deal with whistleblowing complaints;

s. Advocate for laws and policies that reveal the underlying drivers of corruption in the construction industry, such as the overuse of labor hire and the lack of regulation of employers;

t. Advocate for laws and policies that seek to minimise or eliminate the involvement of OMCG and organised crime in industrial relations in the construction industry.

22. Work has begun to implement each aspect of the Strategic Plan and is progressing in accordance with the statutory timeframes. Changes have been made. More changes need to occur and will occur. The reforms necessary to deliver on those key steps will continue over the course of the Commission of Inquiry.

23. The above matters have been dealt with in the two Administrator's reports to Parliament, see below at [48].

24. The rebuilding process of the Union involves changes in personnel, accountability, transparency, policy, training, cultural change, and systemic change., as detailed in the Strategic Plan. All of this is being done.

25. A foundation for restoring the lawful and effective functioning is that the Union conducts itself lawfully. Between 2019 and the commencement of the Administration, the CFMEU and its officers have been found to have contravened the industrial laws on 1163 occasions. Since the Administration began there has been no finding by any court, and no proceeding commenced by any regulator, concerning any contravention of the CFMEU or its employees occurring during the Administration. This is not to suggest that the conduct of the 320 employees and over 1,000 delegates of the CFMEU has always been flawless post Administration: more work needs to be done and more work is being done.

[redacted]

[redacted]

26. A further critical component of the reforms is cultural change. Changing the culture of an organisation is not simply a matter of announcing policies or changing personnel. Cultural change is in part a function of the values of an organisation: the principles that are not only catalogued but are also exhibited in the consistent actions of the leadership and become the fundamental and distinctive characteristics of the organisation.

THE NATIONAL CONSTRUCTION INDUSTRY FORUM AND CO-OPERATION WITH AGENCIES

27. The work being undertaken by the Administration is not being done alone. In October 2024, two months after the Administration was formed, the National Construction Industry Forum (**NCIF**) recognised an unprecedented opportunity to collaboratively address the key challenges facing the construction industry.

28. The NCIF is a tripartite body, with representatives of four unions with members who work in the construction industry, eight major employer and industry groups, and multiple Ministers of the Commonwealth.

29. In October 2025, the NCIF adopted a Blueprint for Change (the **Blueprint**) to create lasting and tangible change in the industry. The Blueprint is annexed as **Annexure 03.**

30. The Blueprint is the product of industry-wide collaboration, reflecting the shared determination of the CFMEU and the other NCIF participants to build a safe, lawful, and productive industry. The priority challenges identified by the CFMEU and the other NCIF participants include that:

    a. The industry should move away from conflict-based relationships towards collaborative and cooperative models.

    b. The industry must create a culture of lawfulness, which actively combats, amongst other things, gender-based violence, intimidation corruption and criminality. One of the recommendations adopted by the NCIF in June 2025 is for the NCIF to develop a Joint Construction Industry Charter, setting out clear shared goals and expectations for a safe, sustainable and productive building and construction industry, including behavioural expectations, rules of engagement and dispute resolution processes amongst all industry participants.

[redacted]

[redacted]

c. The industry must be able to meet current and future workforce needs through a more diverse, stable and inclusive workforce.

31. The work of the NCIF is advancing apace. Industry, unions and government are coming together as part of an industry-wide collaboration to address the major challenges facing the building industry.

32. In addition, and in parallel, the Administration has developed and maintained relationships with the major employer groups (the Master Builders Association, Australian Constructors Association and Civil Contractors Federation), both through various formal fora and informally. These relationships are civil working relationships. They allow the parties to identify and resolve issues before they become significant issues of disruption and ensure that the rights and interests of members are protected and advanced.

33. The work being undertaken by the Administration also occurs in co-operation with law enforcement, regulatory bodies and governments. It meets with and consults with representatives of governments, the Australian Federal Police, State Police forces, the Fair Work Ombudsman, the Fair Work Commission, State government agencies such as the Labour Hire Authority, WorkSafe and entities responsible for major government projects. It provides information to police and regulatory authorities about criminal and otherwise unlawful activities, has mechanisms by which it provides information received from whistle-blowers to enforcement authorities for action. It also keeps various agencies appropriately appraised of investigations being undertaken by the Administration and collates and provides materials for further investigation and prosecution

INVESTIGATIONS

The Watson Queensland report

34. In around February 2025, the Administration engaged Mr Geoffrey Watson SC to prepare a report on the following matters:

a. Credible allegations of violence, threats of violence and menacing conduct from the period 2015 to date, including allegations of such conduct by or against employees and former officers of the union.

[redacted] [redacted]

b. The culture and actions embraced by the former leadership that tolerated, accepted, promoted and failed to confront a culture of violence and menacing conduct in the union and the industry as a way of doing business.

c. The culture of the union that lead to threats against other unions and unionists, disrespect and threats against regulators, and isolation from the broader union movement.

d. Identify the consequences of the union's culture and attitude to the broader democratic principles of unionism and provide case studies about those consequences.

35. On 17 June 2025, Mr Watson SC produced a report titled 'Violence in the Queensland CFMEU' (**Watson Report**). The report was provided in two parts, namely a public report and a private report which was provided only to the Administrator. A copy of the public report is annexed as **Annexure 04**.

36. The Administration published a written response to the Watson Report. That response is annexed as **Annexure 05.** The response stated in part:

> I have received a report that I commissioned from Geoffrey Watson SC into violence in the Queensland construction industry. The report exposes the role played by the former CFMEU leadership (led by Micheal Ravbar and Jade Ingham) running a regime that was violent, cruel, misogynist and that betrayed the core values of unionism. CFMEU members deserve better than what was delivered by the former leadership. The Union movement, and Queenslanders, deserve better than the mockery of Union values carried out in the name of the CFMEU under the former regime….
>
> The Union commits, at every level, to engage in cultural change. In Queensland, the tools used to achieve those changes will include disciplinary action, dismissals and expulsions detailed below, retraining and the commitment to new binding standards of behaviour, the repair of relations with the union movement, ensuring the Union is conducted in a manner fit for civil society, and the establishment of co-operative consultative forums. I have implemented a National Office restructure that aids in these changes. Those within the Union who do not commit to and cooperate in achieving the required changes will be removed from positions of power.

37. As detailed below at **Table A,** in the two months between 4 July and 4 September 2025 a total of 13 organisers (or those who held similar positions) had their employment terminated with the Union.

[redacted] [redacted]

NATIONAL RESTRUCTURE

38. In June 2025, the Administration announced a national restructure. This decision was informed by a proposal from the National Secretary, responses from staff and Divisional Branches, the Strategic Plan, and other proposals. A copy of this decision is annexed at **Annexure 06.**

39. The national restructure has a series of components, some of which have been implemented and others are in the process of being implemented:

a. **The Union Education, Training and Development Unit** has been established to oversee the training of all staff and delegates. This Unit has been established and is led by Dr John Falzon, educator and former CEO of St Vincents de Paul. The Unit is developing many of the education programs referred to in the strategic plan for delivery to staff and delegates.

b. **Behaviour change:** The Union is investing $5.4 million over five years in a program directed at addressing behavioural change by men in the industry towards women.

c. **A National Director of Media and Communications** has been employed, with an initial focus on improving co-ordination and content sharing across the Branches.

d. **A new Head of Research and Policy** has been appointed to strengthen the Union's research capacity and support advocacy for industry reforms.

DEVELOPMENT AND IMPLEMENTATION OF NEW POLICIES

40. On 15 October 2024, a memorandum from the Administration was published on the CFMEU website titled ‘Menacing Behaviour: Interim Guidelines and Directions.’ A copy of that memorandum is annexed at **Annexure 07**.

41. The memorandum sets out, the definition of menacing behaviour, guidelines for CFMEU staff, and directions to all organisers. The memorandum sets a new standard for behaviour, higher than the standards established under governing law.

[redacted]

[redacted]

Whistleblowing and Complaints Policy for the C&G Division

42. On 23 October 2024, a 'Whistleblowing and Complaints Policy for the C&G Division' was published on the CFMEU website (**Whistleblower Policy**). A copy of the Whistleblower Policy is annexed at **Annexure 08**.

43. The purpose of the Whistleblower Policy is to 'empower individuals involved in the construction industry to feel safe to speak up and make complaints about corrupt, menacing, improper, unlawful or criminal conduct by industry and union participants". The Administration has received over 500 notifications through its anonymous whistleblowing website. An Integrity Unit within the Administration is responsible for managing these complaints, either directly or in cooperation with regulators and law enforcement agencies, including the Fair Work Ombudsman, Fair Work Commission, various police forces and other regulators in various jurisdictions.

Statement of Expectations

44. A Statement of Expectations has been developed for staff members in Queensland. A copy of the Statement of Expectations is annexed at **Annexure 09**. The Statement of Expectations contains binding, fundamental principles governing their employment, including obligations not to engage in conduct that brings the Union into disrepute, and to support the Administration in eliminating violence, intimidation, misogyny, and corruption in the construction industry, including within the CFMEU. Each staff member has entered into the Statement of Expectations. It forms the basis of continuing employment in the Union.

REMOVALS, RESIGNATIONS AND TERMINATIONS

45. Since the commencement of the Administration, there have been a number of changes to employment and office holder roles.

46. In accordance with the 2024 Determination, a number of officials and delegates of the QLD/NT Branch were removed. Those persons are listed in Annexure B to the 2024 Determination. A copy of Annexure B to the 2024 Determination is annexed at **Annexure 10**.

[redacted] [redacted]

47. Additionally, set out below at Table A are the details of full-time officials and employees of the QLD/NT Branch whose employment has ceased during the Administration. In some cases, employees have been made aware that unless they resigned, or accepted a redundancy, then their employment would be terminated.

REPORTING AND STATUTORY COMPLIANCE

48. The Administration has also reported formally on its progress through its First and Second Bi-Annual Reports. These reports outline the Administration's national work and, in the case of the Second Bi-Annual Report, the specific work undertaken in Queensland (see at paragraphs [49] to [57]). Copies of these reports are annexed at **Annexures 11** and **12**.

The contents of this statutory declaration are true, except where they are stated on the basis on information and belief, in which case they are true to the best of my knowledge. I understand that a person who makes a declaration that the person knows is false in a material particular commits an offence.

This statement was:

(a) made in the form of an electronic document;

(b) electronically signed;

(c) made, signed and witnessed under Part 6A of the *Oaths Act 1867* (Qld).

Taken and declared at Melbourne in Victoria on 17 November 2025 before me:)
))

[redacted]

Signature of declarant
Mark Irving KC, administrator

[redacted]

Signature of witness
Solicitor

Nicholas Ivan Perica
Australian legal practitioner

Gordon Legal
Level 5, 500 Bourke Street
MELBOURNE VIC 3000

I am a special witness pursuant to s 12 of the *Oaths Act 1867* (Qld).

This declaration was made, signed and witnessed under Part 6A of the *Oaths Act 1867* (Qld). I understand the requirements for witnessing a document by audio visual link and have complied with those requirements.

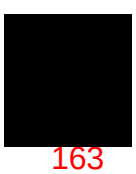




TABLE A

Full-time officials and employees of the Branch whose employment has ended under the Administration

FULL NAME	DATE EMPLOYMENT ENDED	REASON (Removed / resigned / terminated)	POSITION
Michael Ravbar	23/08/2024	Removed	Branch Secretary
Jade Ingham	23/08/2024	Removed	Assistant Branch Secretary
Kane Lowth	23/08/2024	Removed	Assistant Branch Secretary
Brian Humphrey	23/08/2024	Resigned	Training
Jacquie Collie	27/09/2024	Resigned	Executive Assistant to Branch Secretary/Governance/Political/ Women's Officer
Luke Gibson	8/11/2024	Resigned	Organiser
Kate McCormack	04/10/2024	Resigned	Admin Officer
Blake Hynes	17/01/2025	Resigned	Offsite Co-Ordinator
Travis O'Brien	3/02/2025	Resigned	Administration – QLD Executive Officer
Matt Clark	25/04/2025	Resigned	Organiser
Renae Clark	4/07/2025	Resigned	Admin Officer
Rolly Cummins	4/07/2025	Redundancy	Organiser
Brodie Wood	08/07/2025	Redundancy	Organiser
Hayden Turner	08/07/2025	Redundancy	Organiser
Kurt Pauls	1/08/2025	Redundancy	SEQ WPHS Co-Ordinator

[redacted]

[redacted]

FULL NAME	DATE EMPLOYMENT ENDED	REASON (Removed / resigned / terminated)	POSITION
Dennis Mitchell	11/07/2025	Redundancy	Offsite Co-Ordinator
Tony Kong	22/07/2025	Redundancy	Training
Paul Wright	22/07/2025	Redundancy	Organiser
Dean Rielly	22/07/2025	Redundancy	Organiser
Trevor Sinclair	22/07/2025	Redundancy	Organiser
Mick Robinson	19/08/2025	Redundancy	WHS Co-ordinator - Townsville
Eben Cox	20/08/2025	Redundancy	Organiser
Dean Mattas	04/09/2025	Redundancy	Organiser
Tayla Tamaofa	16/10/25	Resigned	Admin Officer

[redacted]

[redacted]

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-01' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

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JUNE 2025

Strategic Plan

2025–2028 | CFMEU

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Document Received: 22 Nov 2021 10:44:47 AEDT

CFMEU
NATIONAL

Goal:

To return the Union to the democratic control of members as a principled, strong and independent Union.

+ A Principled Union

01 The core principles and purpose on which the Union is founded is written in its rules.

To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

The principles that have underpinned the work of the Union include:

- **Solidarity** - a Union bound in solidarity and unity with the members and the Union movement.
- **Justice** - a Union that is committed to justice and fairness for the working class.
- **Equality** - all members are equal no matter where they live and should be free of discrimination and harassment no matter who they are.

+ A Strong Union

02 The CFMEU will continue to deliver for its members.

It keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the law and make life better for members and all working people. It will continue to make workplaces safe, free of violence and menacing behaviour.

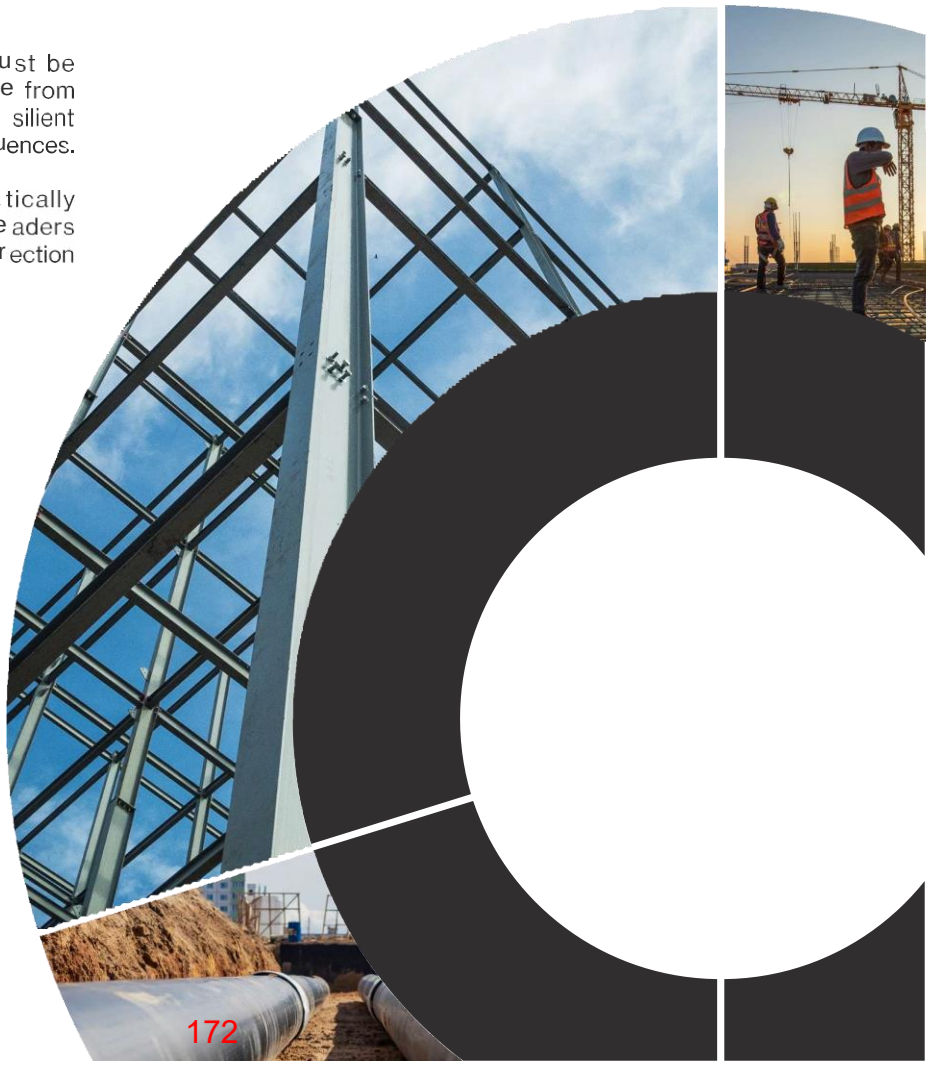
The Union will have a plan covering its operations and build capacity to win for members, be a leader in the movement, and grow in strength.

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+An Independent Union

03 The Union must be enduringly free from internal corruption and resilient to external corrupting influences.

Members and democratically elected delegates and leaders must truly determine the direction of the Union.



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The Action Plan:

To achieve the goal, the union must deliver on 10 key steps.



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1 The principles of the Union are clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union.

1.1 Develop a statement of principles that are supported by members and delegates.

1.2 Develop a training module on the history, principles and values of the CFMEU and the Union movement.

2 The Union has a plan to win - more members, more agreements, safer workplaces and more power to change the lives of the working class.

2.1 Invest in the Union to deliver a national industrial, OHS, legal, political, campaigning and membership growth capacity.

2.2 Develop industry-wide campaigns to improve the lives of construction workers.

2.3 Appoint a National Women's Officer to develop partnerships and deliver on equality and safety for women in construction.

2.4 Ensure every branch is viable and sustainable within the new national structure.

3 The Union has world class governance, compliance and integrity.

3.1 Develop national codes of conduct for all staff and delegates.

3.2 Develop national policies guiding budgets and finance, reporting to members and regulatory compliance.

3.3 Improve governance training for staff and future leaders.

3.4 Ensuring the Union has the best technology to engage with members.

4 The Union attracts, keeps and develops the best staff.

4.1 Develop national HR policies and procedures.

4.2 Implement a program of ongoing education for staff.

4.3 Invest in new skills and experience where needed.

5 The Union invests in education and development of future leaders, delegates and members.

5.1 Develop a national training capacity and structure to ensure that every branch and every member around Australia has access to training.

5.2 Develop training and education on ethics, integrity and recognising and eliminating corruption.

5.3 Ensure delegates and staff are aware of their legal obligations and their duties owed to members.

6 The members genuinely determine the direction of the Union.

6.1 Ensure members' voices are genuinely heard in the decision-making structures of the Union.

6.2 Distribute power and prevent the excessive concentration of power into the hands of a small number of leaders.

7 Delegates are truly representative of the members and have real democratic power in the Union.

7.1 Implement new national framework for the election and training of Delegates, reflecting the resolution passed by the Victorian Delegates.

8 The leaders of the Union are held to account by the members.

8.1 Review the reporting mechanisms of elected officials to members.

8.2 Embed accountability and transparency into governance processes.

9 The Union is free of outside corrupting and criminal influences.

9.1 Investigate credible allegations of corruption and refer allegations of corruption to external agencies as appropriate.

9.2 Review the bargaining processes of the Union to strengthen the Union's capacity to fight back against corrupt and criminal elements in the construction industry.

9.3 Establish a National Education and Integrity Unit.

9.4 Advocate for laws and policies that reveal the underlying drivers of corruption in the construction industry, ie. overuse of labor hire.

10 The Union structures and staff are resilient against corruption in the construction industry.

10.1 Prevent the appointment of staff and delegates with allegiances to organised crime or OMCG.

10.2 Identify the underlying cultural issues that lead to corruption.

10.3 Develop ongoing training and education of staff.

10.4 Establish processes and advocate for structural changes to seek to minimise or eliminate the involvement of OMCG and organised crime in industrial relations in the construction industry.

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CFMEU NATIONAL
CONSTRUCTION UNION



Level 1, 1 Miller Lane
Pyrmont NSW 2009

cfmeu.org

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-02' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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[105N: Incorporates alterations of 9 July 2024 [R2024/74]]
(replaces rulebook dated 01 December 2023 by order of the Federal Court of Australia: NSD1120/2023)

I CERTIFY under section 161 of the Fair Work (Registered Organisations) Act 2009 that the pages herein numbered 1 to 103 both inclusive contain a true and correct copy of the registered rules of the Construction, Forestry and Maritime Employees Union.

GENERAL MANAGER
FAIR WORK COMMISSION

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1 - NAME

The name of the Union shall be the "Construction, Forestry and Maritime Employees Union".

2 - CONSTITUTION

(A)(A) The following unlimited number of persons, whether male or female, are eligible to be members of the Union

(1) employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations and/or industrial pursuits of

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) carpenters or joiners (including foremen and sub-foremen) and carpenters or joiners employed in the States of New South Wales, Tasmania and Western Australia or in the Australian Capital Territory on bridges, wharves, jetties or piers or employed in the State of Victoria on bridges, wharves, jetties or piers which are wholly or substantially built of concrete and in respect of which the performance of formwork requires the exercise of a substantial amount of the knowledge and skill of a tradesman carpenter, or employed in one of the said States or in the State of Queensland or the said Territory on dams, ship carpenters or joiners (including foremen and sub-foremen) or tilelayers, including without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or stonemasons, marble masons, polishers, machinists, sawyers and all other persons engaged in the dressing and preparation and/or erection of stone, marble or slate also those engaged in the preparation and/or erection of terrazzo or similar compositions, or bricklayers, tuckpointers, or in a trade or calling of a slater, roof tiler, shingler, ridger or cement tiler, fixer of roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid sisalkraft or bituminous roofing materials and all accessories made of the same materials and without limiting the meaning of the above they shall be deemed to include terra cotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibro fibrolite, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental thereto or in place thereof, or in New South Wales journeymen and other labour engaged in the plate, sheet and ornamental glass trade, or apprentices or trainees to or in any of the foregoing trades together with such other persons whether employees in the industry or not as have been appointed officers of the Union and admitted as members thereof PROVIDED however that notwithstanding the foregoing:-

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(a) In the States of Western Australia, South Australia, Tasmania and Queensland and in the Australian Capital Territory, nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee engaged in tilelaying as defined in this sub-rule;

(b) In the States of New South Wales, Victoria, South Australia, Queensland and Tasmania nothing in paragraph (A)(i) of this rule shall render eligible for membership, any employee engaged in tilelaying as defined in this sub-rule who is eligible for membership of The Federated Furnishing Trade Society of Australasia;

(c) In the Australian Capital Territory and the State of Tasmania nothing in paragraph (A)(i) of this rule shall render eligible for membership persons engaged in the fixing of corrugated asbestos cement roofing sheets;

(d) Nothing in paragraph (A)(i) of this rule shall render eligible for membership any person who is a member of or eligible for membership of The Plumbers and Gasfitters Employees' Union of Australia;

(e) In the States of Victoria, South Australia, Queensland, Tasmania and the Australian Capital Territory nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee engaged in the plate, sheet and ornamental glass industries as defined in this sub-rule who is eligible for membership of The Federated Furnishing Trades Society of Australasia.

(ii) the process or trade or business as a: plasterer, fixer, shophand, and caster, or employed in internal and/or external plastering, and/or cementing, including rendering with all forms of plaster, asbestos fibre, and including the performance of the aforementioned duties or processes by manual or mechanical means, (excepting employees engaged in manufacture of cement and/or concrete, and/or fibrolite articles) including wood, paper and metal lathing and/or top dressing of all concrete work finished in cement, and/or fibrous plaster fixing work, including sackett board and similar substances, defined as being fixing and finishing of fibrous work, as done by plasterers or fibrous plaster fixers, or employed in underground sewer or tunnel plastering, granolithic floor laying, i.e., floors laid with material or aggregate consisting of granite chips, blue stone toppings, crushed slag, cement floors, including magnesite and/or composition floors, marble mosaic paving, terrazzo and similar work, and/or press cement work, including shophands' work, being defined to include the interpretation of plans and details, and to work from them in the preparation of the ground work for the modeller, and also the cutting and mounting of moulds and casters' work, which shall include cornice and moulding and other plaster castings, and the casting of plain or ornamental plaster sheets by mechanical or manual means (excepting the manufacture of paper-backed wallboard from plaster of paris at Colonial Sugar Refining Company Ltd in New South Wales). Excepting in the State of New South Wales and Victoria the laying or fixing to floors or walls, tiles of terra cotta or pottery ware, faience, ceramic (excepting where such work is done in connection with bricklaying work) opalite tiles not exceeding in measurement .093 square metres, tiles made of plastic substances or other materials in substitution thereof, excepting metal, together with all persons as have been appointed officers of the Federation, and admitted members thereof. All persons employed assisting shophands, casters and/or fixers.

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All junior shophands, casters and fixers and all persons apprenticed to any such branch of the plastering trades. Apprentices to the tilelaying trade other than in the States of New South Wales and Victoria. In the State of Victoria nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee

(a) engaged upon the laying or fixing of tiles faience or ceramic blocks or tiles;
(b) engaged on press cement work;

(c) engaged upon the manufacture of plaster sheets by mechanical or manual means;
(d) engaged in assisting shophands, casters and/or fixers.

(iii) In the State of Victoria any process, trade or business in or of the plaster industry. Without limiting the generality of the term, the plaster industry shall include:

(a) the making of fibrous plaster and plasterglass board;

(b) the fixing or stopping of fibrous plaster, plasterglass board or gypsum plasterboard sections and shapes or any other work connected therewith;

(c) the making of architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster cement or fibreglass;

(d) the fixing of architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster cement or fibreglass or any other work therewith;

(e) the making of moulds for use in the making of such architectural ornaments;

(f) architectural modelling;

(g) the manufacturing of Plaster of Paris and the excavating or preparing of the raw materials for Plaster of Paris;

(h) the making and fixing of gypsum beam blocks and/or castings;

(i) the making of all forms of gypsum plasterboard sections, shapes and systems;

(j) the preparation of material for, and the making and fixing of acoustic tiles;

(k) the erection of suspended ceilings where the ceiling is to be of fibrous plaster sheets or tiles, gypsum plasterboard, plasterglass board or other material having a plaster content, including the fixing of battens, tracks or channels to which the plaster content materials are attached;

(l) the making and fixing of plaster walls, partitions and systems;

(m) the making, colouring and decorating of plaster models, the assembling or finning of models when taken from moulds, and any other work connected therewith;

(n) the making of moulds from chemically blended or compounded substances in substitution for plaster, fibrous plaster, or cement, the using of such moulds in the making of articles from plaster, fibrous plaster or cement or fibreglass for use in the building industry, and the fixing of such articles in the said industry;

(o) the making of articles composed of chemically blended or compounded substances for use in the building industry and the fixing of the said articles;

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(p) the assembling, stacking and preparation for distribution of:

fibrous plaster, plasterglass board, architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster, cement or fibreglass, Plaster of Paris, gypsum beam blocks and/or casting, gypsum plasterboard, acoustic tiles, plaster walls and partitions, plaster models and chemically blended or compounded substances for use in the building industry;

(q) the manufacturing of chalk, crayon or other articles from mineral earth;

and includes in Victoria the occupation of plasters' labourer and a person assisting a tradesperson in the Plaster Industry.

(A)(b) Without limiting the generality of any other subrule or paragraph or being limited thereby an unlimited number of persons employed in or seeking to be employed in or in connexion with all or any of the industry and/or occupations and/or callings and/or vocations and/or industrial pursuits of the painting and decorating industry in connexion with buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), general and ship painting, shall be eligible to be members of the Union including the following:

(a) on ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational offices aboard ships including naval ships of every kind, and the painting of prefabricated ships and prefabricated parts of ships of every kind, and in the State of West Australia in accordance with the State Demarcation Board's decision number 32 of 1945 contained in the West Australia Industrial Gazette, published 30th June, 1947, Vol. XXVIII, page 130;

(b) the painting of launches and boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind;

(c) the painting of or in connexion with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), the painting of or in connexion with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) the painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or sea, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases;

(e) glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars (but excepting in the State of Victoria, South Australia and Tasmania only, any person who is eligible for membership of the Federated Furnishing Trade Society of Australasia);

(f) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(g) signwriting, designing and/or lettering of price tickets and showcards;

(h) pictorial or scenic painting or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering;

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(i) in the State of West Australia the work of enamelling, lining, spraying and writing on cycles;

(j) in the State of Queensland leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections;

(k) employees who mix and/or apply and/or fix paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (coatings shall not be read and construed to include the applying and fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or in the State of Victoria only work covered by the description of industry in connexion with which the Victorian Plasterers Society is registered as at 1st November, 1962, but shall include any subsequent coats of paint or other like material for the purposes of protection or decoration) or other materials used in any of the callings specified in Rule 2, Constitution hereof, (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, oil mixtures, varnishes, varnish mixtures, water colours, water colour mixtures, lacquers, lacquer mixtures, stains and removers, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating trade by heat, flame, water, solvents, electrical, mechanical, airpowered or hand tools, or by grit, shot, or other abrasives or by any other means;

(l) persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade; together with such other persons whether engaged in any industrial pursuit or not who have been appointed officers of the Union or its branches and admitted as members thereof but shall not include persons employed in connexion with the production or preparation of manufactured goods, plant, machinery, equipment, packages or containers for sale or purposes of distribution.

(2) For the purposes of this Rule a person shall be deemed to be employed in one or more of the specified industries, occupations, callings, vocations or industrial pursuits if:

(i) his usual occupation is that of an employee in one or more of the specified industries, occupations, callings, vocations or industrial pursuits, or

(ii) he is a person employed in one or more of the specified industries, or engaged in one or more of the specified industrial pursuits in the State of New South Wales, Queensland, South Australia or Western Australia who -

(a) in the case of a person so employed or engaged in New South Wales - is an employee for the purposes of the Industrial Arbitration Act 1940 of that State or that Act as amended from time to time;

(b) in the case of a person so employed or engaged in Queensland - is an employee for the purposes of the Industrial Conciliation and Arbitration Act 1961-1976 of that State or that Act as amended from time to time;

(c) in the case of a person so employed or engaged in South Australia - is an employee for the purposes of the Industrial Conciliation and Arbitration Act 1972-1975 of that State or that Act as amended from time to time;

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(d) in the case of a person so employed or engaged in Western Australia - is an employee for the purposes of the Industrial Arbitration Act 1979 of that State or that Act as amended from time to time;

(3) A person who is a member of or who is eligible for membership of The Printing and Kindred Industries Union, shall not be eligible to be or be a member of The Operative Painters and Decorators Union of Australia.

(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.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

(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 Shaftsman
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

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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:-

(3) In the State of Victoria as a bricklayer's labourer, a bricklayer's labourer-refractory brickwork, a plasterer's labourer assisting a fibrous plasterer, a plasterers labourer assisting a solid plasterer, a concrete finisher, or labourer whose sole function is to assist a roof slater and tiler or whose sole function is to operate a dump cart;

(4) A drainer or person employed as a plumber's labourer;

(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;

(6) In the installation, repair or maintenance of lifts, escalators or air-conditioning plant;

(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.

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

(i) All persons who are employed or are usually employed in any position on or in or in connection with (a) saws and wood working machines; (b) handling and treating timber and articles manufactured therefrom; (c) sawmills, timber yards, box and case factories, saw makers shops, joiners workshops, car and waggon shops, coach builders workshops, coopers workshops, furniture factories wooden sporting goods factories and veneer and plywood factories; (d) the preparing of woodwork for joiners, carpenters, builders, implement makers, coachbuilders, car and waggon builders, furniture factories, box and case factories, wooden sporting goods factories, veneer and plywood factories and coopers shops; (e) falling splitting and hewing timber.

Provided that millwrights, blacksmiths and maintenance engineers employed as such elsewhere than in bush sawmills, and fitters and/or turners, other than wood turners, shall not be eligible for membership unless covered by the provisions of paragraph (ii) hereof.

In these Rules, the words "wood and/or timber" without in any way limiting the ordinary meaning of the words, shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and with similar machines and/or tools, as in the case of wood or timber and

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(ii) An unlimited number of males and females engaged or usually engaged in any occupation connected with manufacture, processing and supply of pulp, paper, paper board, strawboard, plastic materials (obtained from the wood and cooking chemicals in establishments where the organisation has as members persons coming within any other sections of this constitution) paper bags or any similar commodity, excepting employers of labour and

(iii) Such other persons who may be appointed from time to time to any office.

(D) Without limiting the generality of the foregoing and without being limited thereby in the State of South Australia or the Northern Territory, an unlimited number of employees engaged in or in connection with the coal and shale industries together with such other persons whether employees in the industries or not as have been appointed officers and admitted as members are eligible to be members of the Union. This sub-rule 2(D) does not apply outside the State of South Australia or the Northern Territory.

(DA) In addition to sub-rule (D), the following persons engaged in or in connection with the coal and shale industries on or adjacent to a mine site will be eligible to be members of the Union:

(a) persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

(b) construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

(c) persons engaged to perform work at the Port of Newcastle;

(d) persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(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, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery connected with the production or utilisation of power on land or any harbour or river, and boiler attendants attending boilers not generating steam for power purposes and such persons as have been elected or appointed as paid officers of the Union or a branch of the Union or whilst financial members of the Union are elected as representatives of any working-class organisation to which the Union or a branch thereof is affiliated, or as a working-class member of Parliament.

Provided that mobile crane drivers, operators of fork lifts and/or tow motors engaged on the waterfront upon such work being that of a waterside worker or engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership.

(aa) Nothing in sub-rule 2(E)(a) shall render eligible to join the Union a person engaged:

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(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons performing work at the Nyrstar zinc smelter in Tasmania;

(D) persons performing work at the Cape Flattery silica mine in Queensland;

(E) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(F) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

a. Cape Preston;
b. 7 Mile;
c. Cape Lambert; and
d. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(D) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(v) in or in connection with the operation of a locomotive in the State of Western Australia.

(b) Further, provided that, without limiting the generality of the foregoing the following classes of workers engaged in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building are eligible to be members of the Union. For the purposes 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.

Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Trainee Dogman/Crane Hand
Pile Driver
Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger
Drilling Machine Operator
Dump Cart Operator in respect of Victoria only

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

(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.

(F) Without limiting the generality of any other sub-rule or paragraph or being limited thereby an unlimited number of persons who are employed in, or competent to be employed in or in connection with the following industries or trades are eligible to be members of the Union:

Piano and piano-player makers and tuners, organ-makers, and makers of gramophones and all other musical instruments, cabinet-makers, wood-carvers, billiard table makers and fitters, clock-case makers, coffin-makers, 3-ply veneer workers, chair and couch makers, or other articles of sitting accomodation, sewing machines, upholsterers, carpet and linoleum planners and all floor covering layers, outdoor hands, measuring, fixing, soft furnishings, blind cutting, making, painting, fixing, french-polishers, enamellers, spraying machine operators, makers of wireless instrument cases or cabinets, woodturners, mantel-piece makers, overmantel-makers, mattress-makers, wire-weavers, picture-frame makers, bedding-makers, quiltmakers (including eiderdown), venetian and wire-blind makers, bamboo pith and cane and wicker workers, packers of crockery and furniture mantle-pieces, pictures, carpets, drapery, plate and sheet glass in warehouses, shops, factories or stores, glass bevellers, glass benders, glass worker (excepting those on spectacles, lenses or frames and employees in firms where such employees are engaged on work connected with the manufacture or repair of scientific, precision or other instruments such as binoculars, microscopes, military, aircraft and naval instruments), glass lampshade workers, safety glass workers, toy makers and/or toy repairers in

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establishments where the chief product or products or one of the chief products manufactured in such establishments is otherwise provided for herein; cutters, silverers, glaziers, glass polishing, cutting, painting, cementing, leadlight glaziers and cutters, and all woodworking or other machinists, and operators of other mechanical devices preparing material for above employees; millwright's baby carriage makers, upholstresses, new and second-hand carpet, drapery, table and lampshade hands; flock-workers, rag-pickers and fumigators; timber stackers, yardmen, and labourers, and all other employees working in new and secondhand furniture factories, piano factories, organ factories, mantel-piece factories, billiard-table factories, overmantel factories, bedding-factories, mattress factories, venetian and wire-blind factories, picture-frame factories, plate-glass factories, luxfer glazing factories, bamboo pith cane; Reed-tex, Hytex, and wicker-work factories, sewing machine factories, flock factories, window background workers, display article workers, refrigerator workers, incubator workers, together with such other persons, whether employees engaged in the industries or not, as have been appointed officers of the Union and admitted as members thereof, provided that a branch may issue a clearance to any member whom it may be considered should not retain his membership on the ground that he is working in an industry not governed by any awards of the Society.

(G) [Deleted]

(H) Without limiting the generality of sub-rules (A), (B), (C), (D) and (F) above and without being limited thereby, nothing in sub-rule "E" shall make eligible for membership of the union any person employed by Queensland Alumina Limited in its operations at Gladstone in the State of Queensland.

(I) Without limiting the generality of sub-rules (A), (B), (C), (D) and (F) above and without being limited thereby, nothing in sub-rule (E) above shall make eligible for membership of the Union any person employed by the following employers in metalliferous mining in Tasmania or South Australia:

Aberfoyle Resources Ltd
Beconsfield Gold Mines Ltd
Mt Lyell Mining & Railway Co. Ltd
Pasminco Mining
Renison Ltd
Tasmania Mines Ltd
Western Mining Corporation
Adelaide Chemical Company
Boral Resources (SA) Pty Ltd
Penrice Soda Products Pty Ltd
Mt Gunson Mines Ltd
Commercial Minerals (SA) Pty Ltd

(J) Without limiting the generality of Sub-Rules (A) to (F) herein or being limited thereby, independent contractors who, if they were employees performing work of the kind which they usually perform as independent contractors, would be eligible for membership of the Union, shall be eligible for membership of the Union.

(K) 1. For the purposes of this sub-rule:

1.1 "employees" shall mean and include employees of employers engaged in the operations of sugar mills, refineries, distilleries, terminals and sugar storage facilities in the milling, refining, distilling, terminal, storage and other sectors of the sugar industry in Queensland and/or in any by-product or tourism operations conducted by an employer but shall not mean and include –

1.1.1 persons employed to perform office clerical and tradespersons' work, or

1.1.2 in the case of CSR Limited, persons who are from time to time members of the CSR Ltd Officers' Association or who are from time to time salaried staff of CSR Limited eligible for membership of the CSR Ltd Officers' Association, or

1.1.3 persons who are contractors or subcontractors engaged by employers, and

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1.2 "employers" shall mean and include -

1.2.1 Australian National Power Alcohol Company Proprietary Limited,

1.2.2 Babinda Sugar Limited,

1.2.3 Bingera Sugar Pty Ltd,

1.2.4 The Bulk Sugar Terminal Operations,

1.2.5 Bundaberg Distilling Company Pty Limited,

1.2.6 Bundaberg Sugar Ltd,

1.2.7 CSR Limited,

1.2.8 CSR Plane Creek Pty Ltd,

1.2.9 The Haughton Sugar Company Pty Limited,

1.2.10 Isis Central Sugar Mill Co Limited,

1.2.11 Mackay Sugar Co-operative Association Limited,

1.2.12 Millaquin Sugar Pty Ltd,

1.2.13 Moreton Sugar Ltd,

1.2.14 Mossman Central Mill Company Pty Ltd,

1.2.15 Pioneer Sugar Mills Limited,

1.2.16 Proserpine Co-operative Sugar Milling Association Limited,

1.2.17 Schumer Pty Ltd,

1.2.18 South Johnstone Mill Limited,

1.2.19 The Maryborough Sugar Factory Limited,

1.2.20 Mulgrave Central Mill Co Limited,

1.2.21 Tully Sugar Limited, and

1.2.22 W H Heck & Sons Pty Ltd.

2. Employees (as defined) of employers (as defined) shall not be eligible to join the union.

(L) Employees of Thiess Services Pty Ltd employed as maintenance workers at South Eastern Water pursuant to the Australian Workers Union Construction and Maintenance Award 1989 and the Thiess Environmental Services Pty Ltd Victorian Maintenance and Construction Services Enterprise Agreement 1995-1997 shall not be eligible for membership.

(M) Persons employed or to be employed by Energy Developments Limited and/or its subsidiaries or related companies shall not be eligible for membership of the union pursuant to any rule of the union, and the union shall not have the right to represent under the Act the industrial interests of such persons.

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(N) Without limiting the generality of the foregoing and without being limited thereby, the following are eligible to be members of the Union: an unlimited number of persons whether male or female throughout the Commonwealth who are employed or usually employed in the Brick, Tile and Pottery Industry and without limiting the generality of the foregoing, shall include persons employed or usually employed within the said industry in the manufacture of Abrasive wheels and stones (otherwise than at Australian Abrasives Pty. Ltd., Auburn and at Carborundum Pty. Ltd., Thomastown), Architectural terracotta facing materials, Building bricks of every description (including sand and lime bricks), Bristolware, Ceramics, Chinaware, Conduits and Insulators, Earthenware, Ceramic flooring tiles, Pottery and porcelain ware, Refractory materials, Roofing tiles and accessories including cement tiles only in the State of Western Australia, Stoneware pipes and sanitary fittings, Terracotta ware and wall tiles, together with such persons, whether engaged in the industry or not, who have been elected full time paid officers of the Clay and Ceramics Industry Divisional Branch pursuant to the relevant rules relating to the election of officers.

(O) **Additional Eligibility for Admission to Membership in the State of Queensland**

This rule 2(O) does not apply outside the State of Queensland.

Without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provide for additional eligibility for admission to membership of the Union in the State of Queensland:-

(i)

SECTION A

(a) The Union shall consist of an unlimited number of persons, employed or usually employed as carpenters or joiners, including ship carpenters or joiners, or as stonemasons, marble masons, polishers, machinists, sawyers and all other persons engaged in the dressing and preparation and/or erection of stone, marble or slate also those engaged in the preparation and/or erection of terrazzo or similar compositions; also those employed in or usually employed in the following callings:- Bricklaying, tuckpointing, coke slab wall erection, gas retort repairers, fire clay block layers, floor tilers, roof tilers, slaters and shinglers, Terracotta fixer; majolica fixers, earthenware pipe drain layers in or about a building, cutters of brickwork for doorways, windows etc. plasterers; fibrous plasterers; tilers; floor specialists; lathers; together with such other persons, whether employees in the industry or not, as have been appointed Officers of the Association and admitted as members hereof.

(b) This Union shall also consist of an unlimited number of persons employed in or usually employed in the painting and decorating industry in connection with buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), general and ship painting, including the following:

(i) On ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational Offices aboard ships including naval ships of every kind, and the painting of prefabricated ships and prefabricated parts of ships of every kind.

(ii) The painting of launches and boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind.

(iii) The painting of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise). The painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts or prefabricated building and structures as aforementioned.

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(iv) The painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensors, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or seas, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases.

(v) Glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars.

(vi) Paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering.

(vii) Signwriting, designing and/or lettering of price tickets and show cards.

(viii) Pictorial or scenic painting, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering.

(ix) Leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

(x) Employees who mix and/or apply and/or fix paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, putty stopping, caulking mixtures, compositions or compounds, oils, varnishes, watercolours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (coatings will not be read and construed to include the applying and fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or other like material for the purposes of protection or decoration) or other materials used in any of the callings specified in Rule 1.2.2, Constitution hereof (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, oil mixtures, varnishes, varnish mixtures, water colours, watercolour mixtures, lacquers, lacquer mixtures, stains and removers, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping, or caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical, mechanical, air powered or hand tools or by grit, shot, or other abrasives or by any other means.

(xi) The Union shall also consist of an unlimited number of persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade together with such other persons whether engaged in any industrial pursuit or not who have been appointed Officers of the Union or its branches and admitted as members thereof but shall not include persons employed in connection with the production or preparation of manufactured

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goods, plant, machinery, equipment, packages, or containers for sale or purposes of distribution.

(c) Nothing in this Section A rule will make eligible for membership any employee employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time. Provided further that, notwithstanding the foregoing provisions of this rule, the union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

(d) Notwithstanding any other provision in these Section A rules, a person employed by a sugar mill, refinery, distillery, terminal or storage operation and milling, refining, distilling, terminal, storage or other sectors of the sugar industry shall not be eligible to become a member of the union under this sub-rule.

(e) The Union also shall consist of an unlimited number of members who are employed in, or competent to be employed in or in connection with the following industries or trades: Piano and piano-player makers and tuners, organ-makers, and makers of gramophones and all other musical instruments, cabinet-makers, wood-carvers, billiard table makers and fitters, clock-case makers, coffin-makers, 3-ply veneer workers, chair and couch makers, or other articles of sitting accommodation, sewing machines, upholsterers, carpet and linoleum planners and all floor covering layers, outdoor hands, measuring, fixing, soft furnishings, blind cutting, making, painting, fixing, french-polishers, enamellers, spraying machine operators, makers of wireless instrument cases or cabinets, woodturners, mantel-piece makers, overmantel-makers, mattressmakers, wire-weavers, picture-frame makers, bedding-makers, quiltmakers (including eiderdown), venetian and wire-blind makers, bamboo pith and cane and wicker workers, packers of crockery and furniture mantle-pieces, pictures, carpets, drapery, plate and sheet glass in warehouses, shops, factories or stores, glass bevellers, glass benders, glass worker (excepting those on spectacles, lenses or frames and employees in firms where such employees are engaged on work connected with the manufacture or repair of scientific, precision or other instruments such as binoculars, microscopes, military, aircraft and naval instruments), glass lampshade workers, safety glass workers, toy makers and/or toy repairers in establishments where the chief product or products or one of the chief products manufactured in such establishments is otherwise provided for herein; cutters, silverers, glaziers, glass polishing, cutting, painting, cementing, leadlight glaziers and cutters, and all woodworking or other machinists, and operators of other mechanical devices preparing material for above employees; millwright's baby carriage makers, upholstresses, new and second-hand carpet, drapery, table and lampshade hands; flock-workers, rag-pickers and fumigators; timber stackers, yardmen and labourers, and all other employees working in new and secondhand furniture factories, piano factories, organ factories, mantel-piece factories, billiard-table factories, overmantel factories, bedding-factories, mattress factories, venetian and wire-blind factories, picture-frame factories, plate-glass factories, luxfer glazing factories, bamboo pith cane; Reed-tex, Hytex, and wicker-work factories, sewing machine factories, flock factories, window background workers, display article workers, refrigerator workers, incubator workers, together with such other persons, whether employees engaged in the industries or not, as have been appointed officers of the Union and admitted as members thereof, provided that a branch may issue a clearance to any member whom it may be considered should not retain his membership on the ground that he is working in an industry not governed by any awards of the Society.

(f) Provided further that, notwithstanding the foregoing provisions of this Section A rule, the union does not have the right to enrol as members under this sub-rule persons employed from time to time on Lot 42 CP905700, Locality BEOR, Parish BEOR, County Elphinstone, Title Reference 50170171 until 5 February 2000.

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(g) Without limiting the generality of the foregoing Sub-Rules of this Section A Rule, or being limited thereby, independent contractors who, if they were employees performing work of the kind that they usually perform as independent contractors, would be employees eligible for membership of the Union, will be eligible for membership of the Union, and the Union will consist of an unlimited number of such persons.

SECTION B

(a) The Association shall consist of an unlimited number of all classes of engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers, tow-motor drivers, excavator drivers, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery connected with the production or utilisation of power on land or any harbour or river and boiler attendants attending boilers not generating steam for power purposes and such persons as have been elected or appointed as paid officers of the Association or a Branch of the Association or whilst financial members of the Association are elected as representatives of any working class organisation to which the Association or a Branch thereof is affiliated or as a working class member of parliament. Provided that mobile crane drivers, operators of fork lifts and/or towmotors engaged on the waterfront upon such work being that of a waterside worker or engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership. Provided further that, notwithstanding the foregoing provisions of this Section B rule, the union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

(b) Nothing in sub-rule (O)(i) shall make eligible for membership any employee employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time.

(c) Notwithstanding any other provision in this Section B rule, a person employed by a sugar mill, refinery, distillery, terminal or storage operation and milling, refining, distilling, terminal, storage or other sectors of the sugar industry shall not be eligible to become a member of the association under this sub-rule.

(d) Notwithstanding any other provision in this Section B rule, the persons employed by Dalrymple Bay Coal Terminal Pty Ltd at the Dalrymple Bay Coal Terminal site shall not be eligible for membership under this sub-rule.

(e) Nothing in sub-rule (O)(i) Section B shall render eligible to join the Union a person engaged:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

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(B) persons performing work at the Cape Flattery silica mine in Queensland;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

SECTION C

(a) The Union shall be formed of persons not under the age of fourteen years employed or formerly employed in or about any coal, shale, metal, coke, and smelting works in Queensland, and who are approved by the Committee of Management.

Provided that nothing in this sub-rule shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

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iii. persons performing construction work, or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(b) Provided further that, notwithstanding the foregoing provisions of this rule, the Union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

Without limiting any other rule, sub-rule (O)(i) does not make any person eligible to be a member of the union who is in a class of employees for whom, at the time of the rule being approved, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(ii) The Union shall consist of an unlimited number of persons employed or usually employed as Builders' Labourers throughout Queensland on or about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any tradesperson engaged in building operations, or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of buildings, or as scaffolder, rigger, gear hand, gantry hand or crane hand or as dogperson, or as a drainer on all building contracts, any labourer excavating ground for foundations and basements of buildings, or levelling ground on a proposed building site, or doing concrete work, tarpaving or asphalt work, or mortar or concrete mixing in connection with, or incidental to the foregoing operations, together with such other persons whether employees in the industry or not, as have been appointed officers of the Association and admitted as members thereof. Provided that, notwithstanding the foregoing provision of this rule, the union does not have any right to enrol as members under this sub-rule persons employed from time to time on Lot 42 CP905700, Locality BEOR, Parish BEOR, County Elphinstone, Title Reference 50170171 until 5 February 2000.

Without limiting any other rule, sub-rule (O)(ii) does not make any person eligible to be a member of the union who is in a class of employees for whom, at the time of the rule being approved, the Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(P) Additional Eligibility for Admission to Membership in the State of New South Wales

This Rule 2(P) does not apply outside the State of New South Wales.

Without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provided for additional eligibility for admission to membership of the Union in the State of New South Wales:-

(A) The Union shall consist of an unlimited number of persons, whether male or female

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(1) employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations and/or industrial pursuits of

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) carpenters or joiners (including foremen and sub-foremen) and bridge carpenters, wharf carpenters and carpenters and joiners (including foremen and sub-foremen) employed on bridges, wharves, jetties, piers or dams, or as carpenter-divers, ships carpenters or joiners (including foremen and sub-foremen) or as tilelayers, including without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like, not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or as bricklayers, tuckpointers, or in a trade or calling of a slater, roof tiler, shingler, ridger or cement tiler, fixer of roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid sisalkraft or bituminous roofing materials and all accessories made of the same materials and without limiting the meaning of the above they shall be deemed to include terra cotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibro, fibrolite, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental hereto or in place thereof, stonemasons, letter cutters, carvers, machinists, sawyers, polishers, assistant quarrymen and quarry workers in and about dimension stone quarries other dimension stone quarries other than dimension stonework in other quarries and workers in terrazzo and similar materials or as apprentices or journeymen and other labour engaged in the plate, sheet and ornamental glass trade or trainees to or in any of the foregoing trades together with such other persons whether employees in the industry or not as have been appointed officers of the Union and admitted as members thereof.

(4) Further provided that without limiting the generality of the foregoing, 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 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.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

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(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 Shaftsman
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 exploration or hydrocarbon industries

Provided that, nothing in this sub-rule (4) shall render eligible to join the Union any person employed:

(3) as a drainer or person employed as a plumber's labourer,

(4) 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:

(B) Without limiting the generality of the foregoing, or being limited thereby the union shall also consist of an unlimited number of persons:

who are employed together with such persons who are deemed to be employees by virtue of sub-paragraph (b) of Regulation 91A Industrial Arbitration Regulations under the *Industrial Arbitration Act 1940*, as amended in the process of trade or business as a plasterer, fixer, shophand and caster, or employed in internal and/or external plastering, and/or cementing, including rendering with all forms of plaster, asbestos fibre, finishing all kinds of plaster and

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plastic acoustic work, waterproofing work in cement, plaster or patent materials by manual or mechanical means, excepting employees engaged in manufacture of cement and/or concrete and/or fibrolite articles including wood, paper and metal lathing and/or top dressing of all concrete work finished in cement and/or fibrous plaster fixing work, including sackett board and similar substances, defined as being fixed and finishing of fibrous work, as done by plasterers or fibrous plaster fixers, or employed in underground sewer or tunnel plastering, granolithic floor laying, ie floors laid with material or aggregate consisting of granite chips, blue stone toppings, crushed slag, cement floors, including magnesite and/or composition floors, terrazzo and similar work including shophands' work, being defined to include the interpretation of plans and details, and to work from them in the preparation of the ground-work for the modeller, and also the cutting and mounting of moulds and casters' work, which shall include cornice and moulding and other plaster castings, and the casting of plain or ornamental plaster sheets, the laying or fixing to floors or walls of tablets of sheeting made of plastic substance or other materials in substitution thereof, excepting metal, terra-cotta or potteryware, and all persons covered by the constitution of The Federated Rubber and Allied Workers' Union of Australia, New South Wales Branch, whether employed in the process, trade or business of plastering of any description or not, together with all persons who have been appointed Officers of the Federation and admitted members thereof, registered for the industries of building operations and of plastering.

All persons employed assisting shophands, casters and/or fixers.

All junior shophands, casters and fixers and all persons apprenticed to any branch of the plastering trade.

(C) (1) Without limiting the generality of the foregoing, or being limited thereby the Union shall also consist of an unlimited number of persons employed in or usually employed in the painting and decorating industry in connection with buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise), general and ship painting, including the following:

(a) on ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational offices aboard ships including naval ships of every kind.

(b) the painting of launches and boats of every kind.

(c) the painting of or in connection with all buildings and structures, (commercial, residential, industrial or otherwise), the painting of or in connection with prefabricated buildings and structures, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) glazing, glass cutting, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars

(e) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(f) signwriting, designing and/or lettering of price tickets and showcards, (excluding workers in retail shops carrying out the lettering of price tickets and showcards for their employers own use, but not for resale.)

(g) pictorial or scenic painting or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto.

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(h) employees who mix and/or apply and/or fix paint or like matter or substitutes or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wall papers, wall hangings or coverings, coatings, or other materials used in any of the callings specified in Rule 2(P), Constitution hereof (other than mixing of paint, protective coatings and/or plastic coatings and/or finishes, putty stopping, caulking compositions or compounds, oils, varnishes, water colours, lacquers, stains, and removers, in paint and chemical factories) and/or other materials used in the painting and decorating trade with brush, spray, roller or other tool or remove paint or like matter or substitute or compositions or compounds for texture (other than employees engaged on plasterers' texture work) or plastic coatings and finishes or other decorative coatings and/or finishes, or putty, stopping or caulking compositions or compounds, oils varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings or other materials used in the painting and decorating trade, by heat, flame, water solvent, electrical, mechanical, airpowered or hand tools or by grit, shot or other abrasives or by any other means.

(i) the Union shall also consist of an unlimited number of persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade; together with such other persons whether engaged in any industrial pursuit or not who have been appointed officers of the Union or its branches and/or sub-Branches and admitted as members thereof but shall not include persons employed in connection with production of manufactured goods, or the preparation of any goods, packages or containers for sale or purpose of distribution.

(2) A person who is a member of or who is eligible for membership of The Printing Industry Employees Union of Australia, New South Wales Branch, the Amalgamated Printing Trades Employees Union of Australia New South Wales Branch, or the New South Wales Branch of the Vehicle Builders Employees Federation of Australia, shall not, by reason of anything contained in sub-rule (c) only of this rule, be eligible for membership of the Union.

(D) Without limiting the generality of the foregoing and without being limited thereby:

The union shall consist of all persons who are employed or are usually employed in any position on or in or in connection with (a) Saws and Woodworking machines; (b) Handling and treating timber and articles manufactured therefrom; (c) Sawmills, timber yards, box and case factories, sawmakers shops, joiners workshops, car and waggon shops, coachbuilders shops; (d) preparing woodwork for joiners, carpenters, implement makers, coachbuilders, car and waggon builders; (e) Hewing, splitting and felling timber and such other persons who may from time to time be appointed to any office.

Provided that millwrights, blacksmiths and maintenance engineers employed as such elsewhere than in bush sawmills, and fitters and/or turners shall not be eligible for membership; and

Provided further than any employee covered by an award by the New South Wales Industrial Relations Commission, or its predecessors, existing at the time of the registration of rule 2(D) of the Construction, Forestry, Mining and Energy Union (New South Wales Branch) shall not be eligible for membership under this sub-rule 2(P)(D), in the event of such award being in respect of members of an existing Industrial Union registered under the Industrial Relations Act 1996 (NSW) or its predecessors.

In this rule, the words “wood and/or timber” without in any way limiting the ordinary meaning of the words, shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence, from whatever material made or

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manufactured or constructed, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and by similar methods and with similar machines and/or tools as in the case of wood or timber.

(E) (a) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in, or in connection with the Coal, Shale or Coke Industries in the Western District and in the Metalliferous Mining Industry and any person who is a duly registered unemployed member in compliance with these rules, together with and including other persons temporarily or permanently taken from the Industry and who are employed by the members or representatives of the members appointed by them, who shall be aggregated in Lodges already established or which may be established by the authority of the Western District branch of the Australian Coal and Shale Employees Federation.

(b) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in any capacity in connection with coal and shale mining; in connection with the coke industry, but excepting persons employed in the iron, steel and metal industries; and excepting also persons who are now members, or in the future may be eligible for membership of the United Collieries Staff Association of New South Wales; but as regards the last mentioned union, so as not to exclude lampmen and grooms.

(c) Without limiting the generality of the foregoing and without being limited thereby, the union shall also be composed of an unlimited number of persons employed in and around the coal mines, shale mines and coke works in the Northern District of New South Wales

(d) provided that nothing in sub-rules 2(P)(E)(a),(b) or (c) shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

iii. persons performing construction work, or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(F) Without limiting the generality of the foregoing and without being limited thereby the Union shall also consist of:-

(a) An unlimited number of all classes of engine drivers, (including operators of rear side and/or bottom dumpers on construction work), firemen, crane drivers dynamo

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attendants, mobile crane drivers, forklift drivers, tow motor drivers, excavator drivers, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery.

Provided that persons engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership.

Provided further, that persons employed in the steel wire netting and wire rope industries shall not be admitted to membership or retained as members. Provided further, that the union shall not admit to membership or retain as members, any manager, foreman or members of the salaried staff of any employer, excepting salaried staff employed by the Electricity Commission of New South Wales on operational duties as power plant operator, ie one engaged in the operation and control of generating plant (turbine boiler and generator) by instrumentation and assistant power plant operator, ie one engaged in assisting in the operation and control of generating plant (turbine boiler and generator) by instrumentation.

Nothing in sub-rule 2(P)(F) shall render eligible to join the Union a person engaged in:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(b) Further, provided that, without limiting the generality of the foregoing the Union shall also consist of the following classes of workers engaged in or in connection with or

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incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building. For the purposes of this proviso 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.

Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Trainee Dogman/Crane Hand
Pile Driver
Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger, assisting a rigger specified in the immediately preceding classification
Drilling Machine Operator

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

(i) 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.

(ii) in the mining or exploration or hydrocarbons industries.

Further provided that the union shall also consist of Elected officers and position holders of the union whether or not employed in an industry in respect of which the union is registered, and

Any person who whilst a financial member of the union is elected as a representative of a working class organisation to which the union is affiliated, or as a working class Member of Parliament and who have been admitted as members of the union.

(G) Without limiting the generality of any other sub-rule or paragraph or being limited thereby, the union also shall consist of an unlimited number of persons, whether male or female:

a) employed in, or deemed to be employed in, usually employed in or qualified to be in desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or callings, and/or vocations, and/or industrial pursuits of; and/or

b) who are employed in an occupation, in or in connection with the furnishing industry (as hereinafter defined) whether on salary or wages or piece-work rates, or as members of a butty-gang; and/or

c) who, pursuant to the Industrial Arbitration Act 1940, or any Act, amending, repealing or replacing the said Act, are deemed to be employees for the purpose of the cited Act, and are engaged in the industrial pursuit or pursuits of the following industries, occupations, callings, and vocations; viz:

* cabinetmaking including cabinetmakers employed in retail shops;

* cabinetmakers and joiners manufacturing kitchen cabinets;

* patternmaking;

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* chair, couch and/or seating accommodation manufacture in any material whatsoever;

* chair, couch and/or seating accommodation assembling, fitting up and repairing in any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the installation of chair, couch and/or seating accommodation;

* wood carvers;

* wood finishers, lacquerers, sprayers, varnishers and journeymen tradesmen and persons engaged in applying any other form of coating including, but without limiting the generality of the foregoing, powder coating and coatings applied by mechanical, electrostatic or other means;

* wood turners, other than those engaged in saw mills, timber yards and the coachbuilding industry;

* wood machinists other than those engaged in the saw mill departments of furniture factories;

* wood polishers and french polishers including wood polishers and french polishers employed in retail shops and/or by contract polishers;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, assembly, fitting up and/or installation of new furniture or furnishings such new furniture or furnishings being manufactured of any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the repair, renovation, refurbishment and/or restoration of damaged, used or second-hand furniture or furnishings such furniture or furnishings being constructed of any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, installation, repair, renovation, refurbishment and/or restoration of wooden mantelpieces and/or overmantels;

* billiards, table tennis, snooker and pool table makers, repairers, restorers, fitters and installers;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in, or in connection, with the design, manufacture, alteration, repair and installation of amusement machines, poker machines, card machines, juke boxes and suchlike, roulette wheels, baccarat tables, blackjack card shoe boxes and any other form of amusement, recreational and or gaming machine, furniture or furnishings now in existence, or hereafter coming into existence, which pursuant to the principles of ejusdem generis would be classified as furniture, furnishings, decoration or ornamental background work;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or procedure incidental to, or in, or in connection with the manufacture or repair of spring units, couches, divans, lounges, sofas or similar articles whether constructed or weaved wire or of spiral springs attached to wire and/or metal framework excepting persons engaged in the metallic bedstead-making industry;

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* journeymen, tradesmen and persons wholly or partially engaged in the manufacture of bedding, baldachins, bed valances and bedding materials such bedding and bedding materials being manufactured of any material or combination of materials whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, case cutting, sewing and/or repair of all forms and types of mattresses (inclusive of spring filled, wire, machine made and/or filled mattresses and water filled mattresses);

* persons wholly or partially engaged in any operation or process, including feather processing, incidental to or in, or in connection with mattress case and bed covering filling said mattress and bed coverings including but, not limiting the generality of the foregoing, quilts, doonas, sleeping bags and bedspreads;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process in or in connection with or incidental to the design, manufacture, alteration, repair and installation of display materials and devices, exhibition stands and show cases including but, not limiting the generality of the foregoing, point of sale materials, merchandising devices, panelling and show room stock fixtures;

* journeymen, tradesmen and persons wholly or partially engaged in cutting, jigsaw cutting, fitting up and/or assembling, laying of carpet, carpet tiles, seagrass, linoleum, hessian, imitation grass, or any other form of floor covering in any material whatsoever, laminating and/or painting, covering, staining, spraying, polishing, rolling, moulding, vacuum forming, wire bending, machining and die cutting performed incidental to, or in or in connection with display work and exhibition work;

* journeymen, tradesmen and persons wholly or partially engaged in the design, manufacture, alteration, repair and installation of any composition of wood, metal or other construction, in any material whatsoever, and in

  any other process performed incidental to or, in or in connection with display work, exhibition work and ornamental background work;

* persons wholly or partially engaged in teasing upholstery or bedding material;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in or in connection with the following industries and callings;

  * the manufacture, finishing, repair, alteration and restoration of frames of manilla type furniture;

  * the manufacture, weaving, finishing, repair, alteration and restoration of perambulators or pithcane bassinets; and

* mottling, lacing, preparing material, lapping and fixing pre-woven sheets of reedtex, hytex or like material or machine woven pithcane to frames;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in connection with the manufacture of basketware said basketware being manufactured of any material whatsoever;

* wicker workers and makers of articles of whatsoever description made of bamboo, cane, pithcane, willow, rush grasses, seagrass, reedtex, hytex or any

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similar or like material or any material introduced in substitution for the aforesaid materials;

* upholsterers including upholsterers employed in retail shops;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with carpet planning, measuring, cutting, laying, repairing, fixing, sewing and/or machining including all preparatory work performed incidental to, or in connection with the foregoing and also including, but without limiting the generality of the aforesaid the installation of protection, floor patching and/or levelling, removal and replacement of furniture, drilling, plugging and adhering, taking up and or disposal of carpet, underlay, smoothedge and such like, naplocking and the installation of smoothedge;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with tilelaying - excepting journeymen, tradesmen and persons wholly or partly engaged in any operation or process in or in connection with the laying or fixing of encaustic, ceramic and vitreous tiles, faience, mosaic and opalite not exceeding in measurement .093 square metres where the said tiles, faience, mosaic and opalite is fixed with cement composition but including journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the laying of vinyl tiles and sheeting, rubber tiles or sheeting, cork tiles or sheeting, parquetry, floor sanding, synthetic grass laying, linoleum and any other form of floor covering material introduced in substitution for, or in addition to, the aforesaid floor covering materials;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in, or in or in connection with the laying or installation of any form of floor covering material not elsewhere specified in this Rule.

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in or in connection with the manufacture or repair of soft furnishings, loose coverings, stuffed quilts, pillows, bolsters, cushions, blinds (other than venetian blinds), vertical drapes, curtains, tapestry and furnishing drapery, said operations or processes, including but without limiting the generality thereof, planning, designing, cutting, measuring, fixing, sewing, measuring-up on site and installation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacturing or repair of window blinds including venetian blinds, wood weave blinds, blinds manufactured from holland or ticking, wire blinds, gauze blinds, gauze screens or blinds and screens manufactured from other textile material or other material introduced in substitution for, or in addition to, the aforesaid materials, said operations or processes including, but without limiting the generality thereof, planning, designing, cutting, measuring, assembling, painting fixing and installation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture or repair of cornice boxes, cornice rods and rails, pelmets and pelmet boxes, facias and the like used in or in connection with all forms of window blinds heretofore described, said operations or processes including, but without limiting the generality thereof, planning, designing, measuring, measuring on

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site, cutting, assembling including assembling on site, painting, fixing and installation on site;

* cabinetmakers engaged in piano and organ manufacture or repair;

* polishers and french polishers engaged in piano and organ manufacture or repair;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture or repair of pianos, pianofortes, organs and general musical instruments and wood winds, said operations or processes including, but without limiting the generality thereof, planning, designing, assembling including assembly on site, iron frame fitting, key making, sound board making, action fitting, stringing, bass stringing making, chipping up, bass string fitting, tuning and regulation including tuning and regulation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with, the manufacture and repair of mount and ticket boards, picture frames, photograph frames and lobby frame stands and any other manufacture of wood, metal or other construction in any material whatsoever of a like nature to the aforesaid manufactures, said operations and processes including, but without limiting the generality thereof, cutting, jigsaw cutting, fitting up, mount cutting, cardboard frame cutting, covering, shooting, coating, squeezing, applying and/or making compo, joining or finishing the said manufactures by bronzing, gilding burnishing, staining, spraying, polishing or waxing or covering the said manufactures with silk, or tapestry or other material or textiles;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture, in any material whatsoever, or repair, of clock cases, printer cases, ice chests, camp furniture, wireless, radio, stereo-phonic and quadrophinic equipment, television equipment, video recorders, video monitors and the like, sound reproduction equipment, refrigerators, incubators, talking machines, sewing machines, lampshades and all forms of church, office, shop, commercial, domestic and residential furniture, furnishings and ornaments not specified elsewhere in the Rule 2(P);

* journeymen, tradesmen and persons who cannot now conveniently belong to an existing registered industrial union who are performing work incidental to, or in or in connection with the industry or industries, and/or occupations, and/or callings and/or vocations and/or industrial pursuits previously specified in this Rule in factories, retail shops or other establishments manufacturing furniture, pianos, organs, table tennis, billiards, snooker and pool tables, mantelpieces, overmantels, beds, bedding, quilts, mattresses, venetian and other window blinds, picture frames and any other form of furniture, furnishings, ornaments or ornamentation not elsewhere specified in this Rule;

* apprentices in any of the tradesmen callings previously specified in this Rule;

* juniors engaged in any of the industries, callings, vocations and industrial pursuits previously specified in this Rule;

* all persons appointed as foremen, sub-foremen and leading hands in any establishment in any of the industries, occupations, callings, vocations and industrial pursuits previously specified in this Rule;

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* all persons, whether engaged in or in connection with the industry or industries, and/or occupations and/or callings and/or vocations and/or industrial pursuits previously specified in this Rule or not, who have been appointed as Officers of the Society.

d) Persons who are eligible for membership of the Public Service Association of New South Wales shall not, by reason of anything contained in sub-rule (G) only of this rule, be eligible for membership of the Union.

i) In this Rule the words "wood, timber, metal and plastic" without in any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever material made or manufactured or constructed, which is or can or may be used in the place of wood, timber, metal or plastic, and which can be handled and/or treated and/or machined and/or worked in a similar way and by similar methods and with similar machines and/or tools as in the case of wood, timber, metal or plastic.

ii) In this Rule the word "furniture", in addition to its etymological, dictionary, statutory and judicial meanings shall mean and include all manner, forms and types of accoutrements, chattels, goods, items and articles now in existence, or hereafter coming into existence, which are used in the interior or exterior decoration, adornment, fitting-out, beautification, making habitable and ornamentation of any form of church, office, shop, commercial, domestic, residential or recreational premises or location and, without limiting the generality of the foregoing, shall include all manufactures and items commonly described as outdoor and/or garden furniture; and the word "furnishings" shall have a like meaning.

Further the fact that a given item, article or furniture manufacturing must, as a result of its particular construction, be wrought into or attached to any building, structure or other fixture, shall not be construed so as to eliminate the said item, article or furniture manufacture from the foregoing definition;

iii) In this Rule the word "ornament", in addition to its etymological, dictionary, statutory and judicial meanings shall mean and include all manner, forms and types of accoutrements, chattels, goods, items and articles now in existence, or hereafter coming into existence, which are used to decorate, adorn or beautify any form of church, office, shop, commercial domestic or residential premises and, without limiting the generality of the foregoing, shall include all forms of manufacture in ceramic, glass, porcelain, acrylic, metal or any other material whatsoever, such as figurines, flower vases, pottery, statues, statuettes, wall ornaments and any other form of ornament or ornamentation which pursuant to the principles of ejusden generis, would be classified as an ornament or ornamentation.

iv) In this Rule the word "employee" shall have the meaning ascribed to it within the meaning of section for the *Industrial Arbitration Act 1940*, which section, inter-alia, defines employees in terms which include deemed employees; said definition being cited as follows:

"Employee" means persons employed in any industry, whether on salary or wages or piece-work rates or as members of a butty-gang, and includes any person who is, pursuant to any provisions of this Act, deemed to be an employee for the purpose of this Act, but shall not include a member of a family in the employment of a parent, and the fact that a person is working under a contract for labour only, or substantially for labour only, or as lessee of any tools or other implements of production or an outworker, or is working as a salesman, canvasser, collector, commercial traveller, insurance agent or in any other capacity in which he is paid wholly or partly by commission, shall not in itself prevent such person being held to be an employee.

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(H) Provided that nothing in this Rule 2(P) shall make any person eligible to be a member of the Union who is of a class of employees for whom, as of the date of this Rule being approved, was subject to a representation order, a State demarcation order, a demarcation order, a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(Q) Additional Eligibility for Admission to Membership in the State of Western Australia

The provisions of this rule 2(Q) enabling workers, categories and classes of workers to be eligible for membership of the Union have no application whatsoever beyond the State of Western Australia. This proviso applies regardless of any term or provision of this rule 2(Q).

The provisions of this rule 2(Q) do not extend and are not intended to operate as extending the eligibility rules of the Union beyond those that of The Construction, Forestry, Mining and Energy Union of Workers. This proviso applies regardless of any term or other provision of this rule 2(Q).

Without limiting any other rule, this rule does not make any person eligible to be a member of the Union who is in a class of employees for whom, at the time when this rule was approved by the General Manager, was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to a class of employees of which that person is a member, in favour of another organisation or association.

Further, without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provide for additional eligibility for admission to membership of the Union in the State of Western Australia:-

(1) The Union shall in the State of Western Australia consist of an unlimited number of persons who are:

(a) over the age of 16 years and who are employed or usually employed as builders' labourers on or about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any trades person engaged in building operations or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel or combination of those or other materials incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of buildings or as scaffolder, rigger, gear hand, gantry hand or crane hand, or as dogman, or as drainer on all building contracts, and any labourer excavating ground for foundations and basements of buildings, 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 foregoing operations;

(b) provided that no person employed in any of the vocations or callings mentioned in subrule (1)(a) of this Rule shall be eligible for membership if he or she is eligible to be a member of the Australasian Society of Engineers, Industrial Union of Workers, Western Australian Branch, the Electrical Trades Union of Workers of Australia Western Australian Branch Perth, the Amalgamated Engineering Union Workers, Perth Branch, or the Amalgamated Engineering Union of Workers, Kalgoorlie Branch.

(2) In addition to the foregoing, the Union in the State of Western Australia shall consist of an unlimited number of persons who are employed, or who are usually employed in the painting and decorating industry applying paint or its substitutes, or any preparation, by any means, the purpose of which is of a decorative or protective character for residential, commercial or industrial purposes (excluding the application of bitumen or like substance to roads and like surfaces), which industry shall be deemed to include the painting of buildings and structures (residential, commercial and industrial), aircraft, machinery, ships and small vessels of every description (including prefabricated work on any of the aforementioned, wholly or in part) and general painting, together with plastic relief workers, paper hangers, wall coverers, decorators, grainers, marblers, varnishers, enamellers, gilders, lacquerers, spray workers, sign, profile,

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scenic, mural and pictorial artists, or persons engaged in the removing of paints and/or their substitutes and the preparation of all work and materials used in the painting trade and branches thereof, including paint mixers together with glaziers, vitrolite cutters and fixers, ticket writers, cycle enamellers, liners, writers, and sprayers, and shall include foremen and sub-foremen in the industry.

(3) And in addition to the foregoing the Union in the State of Western Australia shall consist of an unlimited number of persons who are employed, or who are usually employed as:

(a) Plasterers - the work of a plasterer shall mean and be deemed to be, all internal and external plastering, and cementing, including rendering with all forms of plaster, asbestos fibre, finishing all kinds of plaster and plastic acoustic work, water proofing work in cement, plaster or patent materials, by manual or mechanical means, including wood lathing and metal lathing, or any similar substitute that may be used as a ground for plaster work, such as sackett board; the affixing of plain and ornamental tiles on walls and floors, the fixing of fibrous plaster or any other kind of plaster required to be finished off with plastered joints; the top dressing of all concrete work finished in cement also cement floors, walls and ceilings, rough cast; and fixing plaster, cement, or patent plaster ornaments; and in the use of materials appertaining to the trade or calling of plasterers;

(b) Wall and Floor Tilers;

(c) Wall and Ceiling Fixers;

(d) Fibrous Plaster Workers - Persons engaged in:

(i) Architectural modelling;

(ii) The manufacture of architectural ornaments of plaster and fibrous plaster;

(iii) The manufacture of fibrous plaster goods;

(iv) The fixing of manufactured plaster goods and fibrous plaster columns and acoustic tiles and the fixing of fibrous plaster on the walls and/or ceilings of buildings;

(v) The preparation of designs and ground work and the making of models and/or moulds whether of gelatine, plaster, wax, rubber or cement, subject to the making of such models and/or moulds being incidental to the fibrous plaster industry;

(vi) Any phase or phases of item (i) to (v) inclusive;

(e) Manufactured Cement Goods Workers - Persons engaged in-

(i) Architectural modelling;

(ii) the manufacture of architectural ornaments of cement;

(iii) except as provided for in subrule (8) of this Rule, the manufacture of portable articles of reinforced cement or concrete, cement pressed work, baths, washtubs, troughs, sinks, pillars, ornaments and other miscellaneous goods, including floor beams, partition blocks, lintels, cornices and balusters, subject to and without limiting the generality of subrule (1) and (2) of this Rule, excluding the manufacture of cement bricks, pipes and/or building blocks, except where such work is performed in the establishment of manufacturers of fibrous plaster, plaster and/or cement goods, and excluding workers employed by the Fremantle Harbour Trust and the Minister controlling Harbours and Rivers.

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(iv) the manufacture of cast stone and terrazzo where such work is performed in the establishments of manufacturers of fibrous plaster, plaster/or cement goods.

(v) any phase or phases of items (i) to (iv) inclusive;

(vi) plaster mill workers - persons engaged in the manufacture of plaster of paris.

(4) The Union shall also consist of an unlimited number of persons employed, or usually employed in the State of Western Australia as carpenters and/or joiners (including ships' carpenters and joiners, carpenters employed on jetties, and wharves, dams and bridges) and joinery assemblers and roof tile fixers and bricklayers, stoneworkers, stonemasons, marble masons, stone, marble or slate polishers, stone marble or slate machinists and stone, marble or slate sawyers and labourers in the industry of monumental masonry and foreman, subforemen, or apprentices to or in any of the foregoing trades provided that no foreman tradesman or subforeman tradesman (except acting foremen tradesmen or acting sub-foremen tradesmen) who is eligible for membership of The Foremen (Government) Industrial Union of Workers, WA as at the 11th Day of December 1986 shall be eligible for membership of the Union.

(5) The Union shall also admit to membership any person who is employed, or usually employed in the State of Western Australia including all islands bounding the whole coastline of the State in any of the following capacities:

Engine drivers, steam boiler and gas producer firemen, trimmers or fuelmen or tour guides in power houses, engine cleaners, greasers, boiler cleaners, crane drivers, dynamo attendants in power houses, stationary motor drivers, electric power sub-station attendants, power house switchboard attendants. Provided that, in respect of the vocations referred to in this subrule 4.6, employees of the Western Australian Government Railways Commission and persons eligible for membership of the Coal Miners Industrial Union of Workers of Western Australia employed in the coal mining industry within the State of Western Australia shall not be eligible for membership of the Union.

Nothing in this sub-rule 2(Q)(5) shall render eligible to join the Union a person engaged in:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

i. Cape Preston;

ii. 7 Mile;

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iii. Cape Lambert; and

iv. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than;

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the operation of a locomotive in the State of Western Australia.

(6) The Union may admit to membership all other persons in the State of Western Australia whether employees in the foregoing callings or vocations or not as have been appointed or elected officers of the Union, provided that no person shall be a member who is not an employee within the meaning of the Industrial Relations Act (WA) 1979 as amended.

(7) The Union may admit to membership employees who are engaged in the State of Western Australia the manufacture of:

(a) bricks and who are employed by:

(i) Boral Bricks Western Australia Pty Ltd trading as Midland Brick;

(ii) BGC (Australia) Pty Ltd trading as Brikmakers;

(iii) Austral Bricks (WA) Pty Ltd trading as Austral Bricks; and

(iv) Geraldton Brickworks Pty Ltd trading as Geraldton Brick Co;

(b) cement roof tiles and who are employed by:

(i) Austral Bricks (WA) Pty Ltd trading as Bristile Roofing; and

(ii) Monier Prime Pty Ltd trading as Monier Prime Roofing.

(8) This rule 2(Q) does not allow the union to cover in the State of Western Australia or elsewhere any person who, as of the date of this rule 2(Q) being approved, is of a class of employees in respect to which the Construction, Forestry, Mining and Energy Union of Workers was subject to a representation order, a State demarcation order, a demarcation order, or a demarcation undertaking or agreement (however described) in regards to that class of employees in favour of another organisation or association.

(R) Without limiting the generality of Sub Rules (A) to (Q) and (S) herein or being limited thereby:

The Union shall consist of:

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(a) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the following industries, mills, factories, places of work, products or processes in Australia:-

textile, woollen (other than wool scouring), worsted, wool tops, spinning, weaving, dyeing, finishing, waste-breaking, flock, wadding, felt and feltex, flax, cotton, carpets, silk and artificial silk, rayon and/or any vegetable or synthetic fibre or non woven substance, technical textile, textile backing, textile coating, textile services, hosiery, half-hose, knitting, textile printing, textile furnishings, tapestry, braids and tassels;

(b) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the designing, preparing, patternmaking, manufacturing, making including the treatment or conversion of any vegetable or synthetic fibre or non-woven substance, processing, repairing, altering, trimming, blocking, pressing, finishing or selling from factory outlets of:

(i) infants' nappies;

(ii) table and sanitary napkins;

(iii) facial and toilet tissue;

(iv) tampons;

(v) mats, towels and absorbent cloths, pads and wipers;

(vi) substitutes for the products of any of the industries, mills, factories, places of work, products or processes listed in paragraph (a) above;

(c) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the Felt Hatting Industry, and the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of all articles of headwear and/or millinery including but not limited to hats, caps, berets, hoods and helmets.

(d) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of footwear of every description including but not limited to boots, shoes, slippers and wood lasts.

(e) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of:

(i) any male or female garment;

(ii) any article of wearing apparel whatsoever, made from material of any description;

(iii) any article of neckwear;

(iv) handkerchiefs;

(v) any fashion accessory whatsoever.

(f) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing

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and/or selling from factory outlets of the whole or any part of any description of textile furnishings including but not limited to any description of serviettes, pillowslips, pillowshams, sheets, blankets, bedspreads, tablecloths, towels, quilts, aprons, mosquito nets, bed valances, cot covers, blinds, carpets, cushions, curtains or bed curtains and automotive textile furnishings including but not limited to motor vehicle and other seat covers, mats and dash covers.

(g) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the laundry industry, or the dyeing and/or cleaning and/or repairing and/or pressing and/or ironing any garment or any article of any description whatsoever.

(h) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets of the whole or any part of any description of umbrella;

(i) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the embroidering and/or ornamenting of:

(i) any of the articles referred to in any other part of this rule;

(ii) artificial flowers.

(j) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the industry of a furrier.

(k) Without limiting the generality of any other subrule of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the making of chenille and the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets of articles of all descriptions made of chenille;

(l) Without limiting the generality of any other part of this rule, all persons other than electrical workers, and fitters (including persons performing the job of fitters where these persons are described as mechanical and fabrication tradespersons, and including howsoever ‘fitters’ are termed in the future), wholly or partly engaged or usually engaged in or in connection with:

(i) the maintenance or repair of machinery used at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs, or in relation to a product referred to in any other part of this rule, including but not limited to mechanics engaged in the maintenance or repair of machinery used in the production of boots, shoes and slippers.

(ii) cleaning at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs, or in relation to a product referred to in any other part of this rule.

(iii) receiving, dispatching, packing, unpacking, storing and/or otherwise handling goods at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs.

(m) such other persons as have been elected or appointed officers or organisers or employees (other than clerical employees) of the Union or a Branch and who have been continuously employed in any one or more of the industries of the Union for at least three years.

(n) Such other persons who are independent contractors who, if they were employees performing the work of the kind that they usually perform as independent contractors, would be eligible for membership of the union.

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(S) Without limiting the generality of Sub-Rules (A) to (R) herein or being limited thereby:

1. PART S

(a) The Union shall be composed of any number of:

(i) bosuns, bosuns' mates, quartermasters, storekeepers, able seamen, chief integrated ratings, bosun integrated ratings, integrated ratings, provisional integrated ratings, trainee integrated ratings, general purpose ratings, sailors, deckhands, ordinary seamen, deck boys, pumpmen, donkeymen, water tenders, engineroom attendants, oilers, greasers, motormen, boiler attendants, firemen, wipers, trimmers, crew attendants, catering attendants and trainee catering attendants, employees engaged on working on dredges, lighters, hulks, barges, punts, employees working on river and harbour vessels, including ferries, employees working on tugboats and tenders, employees working in the pilot services; and

(ii) Marine Cooks, Bakers and Butchers, trainee cooks and other employees employed, or competent to be employed in the galley of Australasian vessels; and

(iii) seafaring stewards, pantrymen and stewardesses, catering attendants and trainee catering attendants; and

(iv) persons temporarily, permanently or usually employed within the Commonwealth of Australia, or in any place in which the Industrial Relations Act, 1988 applies on a full time or part time basis in the Industry defined in Rule 2(b) of the Rules;

(v) all employees who are employed in or in connection with the recreational diving industry throughout the Commonwealth of Australia, including those employees who are in command and control of small vessels which are operated in or in connection with a port or adjacent to an offshore facility and who are required to possess and use a Coxswain's Certificate or equivalent in such operation; other than those employees who are:-

(1) in command, control or who supervise or operate vessels including employees described as masters, mates, deck officers and skippers;

(2) marine engineers, however described;

(3) employed in the State of Queensland in or in connection with the sale or supply of recreational diving equipment or facilities the provision of recreational diving services or related underwater services by an employer whose sole or predominant business activity consists of the operation of one or more tourist resorts or hospitality facilities of a similar nature, and where such sale, supply or services are provided in association with the operation of that tourist facility;

(4) solely or predominantly engaged in the sale, reception or delivery of merchandise in a retail outlet operating separately and distinct from the provision of recreational diving services;

(5) solely or predominantly engaged in clerical duties in a retail outlet operating separately and distinct from the provision of recreational diving services;

together with officers of the Union.

For the purposes of (v) herein an employee shall be regarded as employed in or in connection with the recreational diving industry only if the employee is employed by an employer whose sole or predominant business activity consists of either the sale or supply fo recreational diving equipment or facilities, the provision of recreational diving services or related underwater services.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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(b) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S, in the State of Western Australia, the Union shall, in the State of Western Australia, consist of an unlimited number of members in addition to those referred to in Sub-Rule (a) of this Part S who follow in that State the occupation of:-

(i) Painting (excepting those provided for in Part 1 of Reference No. 32 of 1945 Demarcation Board Decision if the word "enamelling" in sub-paragraph (ii) and the words "done in enamel" in sub-paragraph (ix) of paragraph 5 of part 1 of that Decision were deleted therefrom), chipping, sandblasting, shotblasting (subject to the abovementioned Decision), scraping, scrubbing, cleaning, limewashing, cementing and cement washing, on any vessel or sectional part thereof, or on any vessel during construction; boiler scalers, shipwrights' assistant, carpenters' assistant, and joiners' assistant in the shipping trade; workers employed cleaning ships' holds and dunnaging, excepting such cleaning and dunnaging as is normally performed by waterside workers or shipwrights; riggers, wire splicers, sailmakers, sailor gangs or general labourers (other than those engaged in structural maintenance) working about docks, dockyards, slips, vessels (including any sectional part of a vessel or on any vessel during construction) and shipyards; painters of ironwork, machinery, sheds, sheerlegs, cranes and smokestacks in established dockyards and shipyards in which members of the Union have from time to time been employed for work on ships; workers engaged in the making, repairing and/or maintaining of rope, wire, chain or canvas gear used in connection with cargo handling, insulation and lagging workers; workers engaged in the mooring and unmooring of vessels; deckhands of floating cranes and such like vessels.

Provided that a worker who, pursuant to the foregoing provisions of this Sub-Rule (b), is eligible for membership of the Union shall remain eligible for such membership when in the course of employment in any of the occupations referred to in the said provisions and included in the Constitution of the Union, such worker is required to paint ironwork, machinery, sheds, sheerlegs, cranes and smokestacks in established dockyards and shipyards.

(ii) Mates and engineers of whaling vessels, lamp trimmers, boatswains, boatswains' mates, sailors, quartermasters, donkeymen, storekeepers, greasers, oilers, firemen, trimmers, watertenders, wipers, deckhands, ordinary seamen, deck boys, deckhands and sailors' attendants, stokehold staff attendants, laddermen, pipe-winchmen, winchmen, hoppermen, and boatmen engaged working on ships and vessels including dredges, lighters, hulks, barges, ferries, tugboats, tenders and pilot vessels;

(iii) Boatbuilder or shipwright in the maintenance, manufacture, construction or repair of iron, steel, wooden, fibre glass, plastic or concrete ships and vessels of any description and (without limiting the generality of the term) of boats, punts, pontoons, floating stages, targets, preventors, torpedo netting booms, rafts, dock gates, caisson and coffer dam gates, aircraft or seaplanes (where work on such aircraft or seaplanes is done in an establishment, the principal business of which is work of the other class hereinbefore mentioned) or on any other floating structure;

(iv) Cargo, jetty, ship, or wharf (including wharf entrance gates) watchmen;

(v) The secretary for the time being of the Seamen's Union of Australia, West Australian Branch and persons whether included or not included in the occupations referred to in paragraphs (i) (ii) and (iii) hereof as have been appointed officers of the organisation, and admitted as members thereof.

Provided that a person (other than a crewman of a self-propelled dredge, hopper barge or tender) who is employed under an agreement (whether registered or not) to which the Australian Workers' Union, West Australian Branch, Industrial Union of Workers was a party and in force on the eighth day of December, 1967 or under an Award to

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which that Union is a party at any time shall not be eligible to be a member of this Union.

Provided further that a person who is eligible for membership of the Australasian Society of Engineers Industrial Union of Workers, Western Australian Branch shall not be eligible to be a member of this Union.

Provided further that no person employed in connection with river improvements or employed or serving in any naval, military or police force in Western Australia or is under fourteen years of age shall be eligible to become a member of this Union. Provided further that no person shall be eligible to become a member except in the capacity of an honorary member who or whose personal representative is entitled to some financial benefit or financial assistance under the rules of the Union while not being a worker within the meaning of the Industrial Arbitration Act, 1912.

(c) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S in the State of New South Wales, the Union shall, in the State of New South Wales, consist of an unlimited number of members in addition to those referred in Sub-Rule (a) of this Part S and shall be composed of:

(i) Any number of sailors, lamp-trimmers, boatswains, boatswain's mates, quarter masters, donkeymen, storekeepers, greasers, oilers, firemen, trimmers, watertenders, wipers, deckhands, ordinary seamen, deckboys, employees engaged working on dredges, lighters, hulks, barges, punts, employees working on river and harbour vessels, including ferries, deckhands and sailors' attendants and stokehold staff attendants, employees working on tugboats and tenders, and employees working in the pilot services;

(ii) persons employed in the Dredge Service of the Department of Public Works of New South Wales and the Maritime Services Board of New South Wales, including Signal Masters, Assistant Signal Masters, Signalmen, Tide Signalmen, Light Keepers, Motor Drivers, Coxswains, Firemen, Greasers, Seamen, Watchmen, Diesel Engine Drivers, Cooks and Stewards, Wharfingers, Officers in Charge of Out Stations (not Pilots) Patrolmen and Communication Attendants and others employed in lighters, and Rockchoppers in the service of the Maritime Services Board of New South Wales;

(iii) any person or persons who may be elected an Officer of the Union;

(d) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S in the State of New South Wales, the Union shall, in the State of New South Wales, consist of an unlimited number of members in addition to those referred in Sub-Rule (a) of this Part S and shall be composed of:

(i) an unlimited number of employees in the manipulation and navigation of motor boats in the State of New South Wales;

(ii) all persons engaged in the mooring and unmooring of interstate, intrastate and overseas vessels;

with the exception of

(a) colliers,
(b) members of ships' crews,
(c) any vessel berthing at Cockatoo Dock, Woolwich Dock, and Garden Island;

(iii) competent deckhands, engine room attendants, fishermen, shipkeepers, wharfhands, passage hands, turnstile hands, change hands, collectors, steersmen, motor hands and all persons employed on or usually employed in connection with ferry boats, tug boats, lighters, punts, hoppers, barges, launches, motor boats, trawlers and harbour and river craft.

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Provided that nothing in this Sub-Rule (d) shall apply to persons employed in or in connection with private or pleasure craft as watchmen, caretakers or cleaners or employees of the Maritime Services Board of the Department of Public Works Dredge Service.

2. PART W

Without limiting the generality of Part S, or being limited thereby, the Union shall also consist of:

(a) Any person who intends to follow the occupation of a waterside worker, including without limiting the foregoing any employee referred to in Sub-Rule (b) of this Part W.

(b) (i) For the purpose of this Sub-Rules (b) (c) and (d) the following definitions shall apply:

(1) "Administrative clerk" means any clerk employed in budgeting, costing, accounting and allied functions, preparation of payrolls, clerical work associated with purchasing, banking of monies, typing or secretarial work, stenography, and in the performance of those functions shall include the operation of telex, facsimile, accounting or calculating machines, computers, and other equipment used in connection with electronic data processing and operators of switchboards, and persons employed in a clerical capacity for the keeping and maintenance of general administrative records.

(2) "Container depot" means an area and building authorised by Customs Authorities for the examination of goods on landing at which containers, pallets and flats are unpacked, the contents sorted and prepared for delivery or stored, and for the receipt, delivery and storage of containers, and at which loose goods or packages are received and stored into containers or onto pallets and flats, or otherwise handled or stored.

(3) "Employees" means that class or group of employees being:

(I) employees engaged or assisting in the work of handling, storing, preparing, packing or dispatching goods or merchandise, or work on or in connection with the loading or unloading, stacking, moving or sorting of such goods and merchandise in or about container depots, including the operation of equipment necessary to move containers or goods and any equipment required to clean the premises or containers, and including clerical work, but excluding the work of an administrative clerk and work of a supervisory nature;

(II) employees engaged in watching, guarding or protection duties in or about container depots;

(III) employees performing the work of a qualified trades person;

or any combination of work specified in sub-paragraphs (I), (II) and (III).

(ii) For the purpose of this Sub-Rule (b) the employers and the specified container depots operated by the employers are as follows:

EMPLOYER	CONTAINER DEPOT
National Terminals Aust. Ltd	East Swanston Dock Victoria Port Botany NSW
Conaust Limited	McKenzie Road West Swanston Dock, Vic

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	Rozelle NSW Gillman SA
F.G. Strang Pty Ltd trading as Strangtainers	Footscray Vic
Western Packing Pty Ltd trading as Cargo Distributors	Footscray Vic
Port Botany Container Depot Pty Ltd	Banksmeadow NSW
Seatons Container Freight Station Pty Ltd	Camellia NSW
Brisbane Cargo Services Pty Ltd operating as Brisbane Amalgamated Terminals Limited	Fishermans Island
Macpak Pty Ltd	Hemmant Qld
Rivers Trading Company Cargo Pty Ltd trading as Rivers Trading Company	Nudgee Qld
Interport (Brisbane) Pty Ltd	Hamilton Qld
Charlick Operators Pty Ltd trading as Austainer Services	Gillman SA
Terminal Properties of Australia Pty Ltd trading as Freight Bases	Gillman SA
Fremantle Port Authority	North Quay Fremantle WA
Fremantle Terminals Limited	North Quay Fremantle WA

(iii) For the purpose of this Rule the employees, as defined in sub-paragraph (b)(i)(3) above, of each of the employers specified in paragraph (b)(ii), where those employees are employed at the specified container depots in respect of each employer, shall be eligible for membership of the Union.

(c) All employees employed by "TT Line Company Pty Limited" as administrative clerks, as defined in sub-paragraph (b)(i)(1) above, but not including employees performing work of a supervisory nature, provided that such employees are employed or usually employed in or in connection with stevedoring operations and/or passenger and/or cargo booking where such passenger and/or cargo booking is related to intrastate and/or interstate travel where those persons are employed in performing those duties solely on or immediately adjacent to a wharf, a wharf office or on a ship.

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(d) The following named persons, whilst those persons remain employed as administrative clerks, as defined in sub-paragraph (b)(i)(1) above, but not including employees performing work of a supervisory nature, and are employed or usually employed in or in connection with stevedoring operations and/or passenger and/or cargo booking where such passenger and/or cargo booking is related to intrastate and/or interstate travel where those persons are employed in performing those duties solely on or immediately adjacent to a wharf, a wharf office or an a ship.

(i) For the purpose of this sub-rule (d), the employees are those listed in Schedule I to these rules.

3. (a) Without limiting the generality of 1. PART S and 2. PART W, or being limited thereby, the Union shall also consist of:

All employees as defined in subrule (b) other than those employees who are employed in supervisory duties of any nature (excepting employees performing duties of forepersons or leading hands or otherwise who exercise similar and direct supervisory powers over other employees), and other than employees who possess a Maritime Certificate of Competency where the possession of the certificate is part of the requirements of a classification, and other than those employees who are employed as harbourmasters, port managers, marine pilots, marine surveyors, maintenance technicians, masters and deck officers of vessels, officers of pilot cutters, port control officers, signal station officers, radio officers, superintendents, stevedoring supervisors or who are employed in managerial or professional occupations;

provided that employees who perform clerical and administrative, supervisory or technical duties shall not be eligible to be members of the Union by virtue of this subrule until:

(i) 1 December 1995 if employed by the Port of Brisbane Corporation or Fremantle Port Authority;

(ii) 1 January 1996 if employed by the Townsville Port Authority;

(iii) 1 June 1996 if employed by the Sydney Ports Corporation, the Newcastle Port Corporation, the Port Kembla Port Corporation, the Waterways Authority in NSW, or the Port of Melbourne Authority.

(b) For the purposes of subrule (a) "employees" means all those persons employed by the employers identified in subrule (c) other than those persons who are employed in the office of public servant in accordance with relevant State Government legislation in the States of South Australia and Western Australia.

(c) For the purposes of subrule 3 of this rule the employers are:

Albany Port Authority
Bunbury Port Authority
Bundaberg Port Authority
Burnie Port Authority
Dampier Port Authority
Darwin Port Authority
Department of Transport, Marine & Harbours Agency (in the State of South Australia)
Department of Transport (in the State of Western Australia in relation to the Department of Marine and Harbours)
Esperance Port Authority
Fremantle Port Authority
Geraldton Port Authority
Kimberley Port Authority
Marine Board of Circular Head

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Marine Board of Flinders
Marine Board of Hobart
Marine Board of King Island
Newcastle Port Corporation
Port Hedland Port Authority
Port of Brisbane Corporation
Port of Devonport Authority
Port of Geelong Authority
Port Kembla Port Corporation
Port of Launceston Authority
Port of Melbourne Authority
Port of Portland Authority
Rockhampton Port Authority
Sydney Ports Corporation
Townsville Port Authority
Waterways Authority

(T) Other than a person engaged to perform construction work, or work incidential to construction work, on a project in the County of Yancowinna where the relevant project is less than 12 months in duration, nothing in this Rule 2 shall render any other person eligible for membership of the Union employed in the County of Yancowinna. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work.

3 - DESCRIPTION OF INDUSTRY

(A) The employment of persons:

(1) employed or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations, and/or industrial pursuits of:

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) the industries in connection with which the Union is formed are the carpentry, joinery, ship carpentry, ship joinery, bricklaying, tuckpointing, tilelaying and stonemasonry industries, including the industries of persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or, as stone masons, marble masons, polishers, machinists, sawyers and other persons engaged in the dressing, preparation and/or erection of stone marble, or slate, and other persons engaged in the preparation and/or erection of terrazzo or similar compositions, and/or slating, rooftiling, ridging, shingling and cement tiling industries, plate, sheet and ornamental glass trade industries in New South Wales.

(ii) the industries in connection with which the Union is formed are building operations and of plastering and tile laying.

(B) And an unlimited number of persons employed or usually employed as workers, other than tradespersons, engaged in or in connection with any of the following work, occupations or callings:

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3 - DESCRIPTION OF INDUSTRY

(1) workers (other than tradespersons), 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.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

(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 Shaftsman
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

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mining or mineral exploration or
hydrocarbon industries

(C) The industry of any person employed in any position on or in or in connection with:

(1) (a) saws and woodworking machines; (b) handling and treating timber and articles manufactured therefrom;

(2) (a) sawmills; (b) timber yards; (c) box and case factories; (d) sawmakers shops; (e) joiners workshops; (f) car and waggon shops; (g) coach builders shops; (h) coopers workshops; (i) furniture factories; (j) wooden sporting goods factories; (k) veneer and plywood factories;

(3) without limiting the generality of the foregoing, the industry of any person employed in any position in or in connection with the preparing of wood work for (i) joiners; (ii) carpenters; (iii) implement makers; (iv) coachbuilders; (v) car and waggon builders; (vi) builders; (vii) furniture factories; (viii) box and case factories; (ix) wooden sporting goods factories; (x) veneer and plywood factories; (xi) coopers shops;

(4) The industry of any person employed in or in connection with hewing splitting and falling timber; and

(5) without limiting the generality of the foregoing the industry of wood working machinists. In the Industry, the words "Wood and/or Timber" without in any way limiting the ordinary meaning of the words shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and with similar machines and/or tools, as in the case of wood or timber and

(D) The Industry of paper-making, strawboard making, paper-bag making or the making of any similar commodity.

(E)

(a) An unlimited number of persons employed or usually employed as workers engaged in or in connection with the coal and shale industries in the State of South Australia or the Northern Territory; and

(b) An unlimited number of persons engaged in or in connection with the coal and shale industries on or adjacent to a mine site:

i. performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. performing construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

(c) An unlimited number of persons engaged to perform work at the Port of Newcastle;

(d) An unlimited number of persons engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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(F)(a) The group of industries comprised with in the calling, service, employment, occupation, or avocation of persons employed on land or any harbour, lake or river, as drivers of or attendants to any engine, winch, crane, mobile crane, fork lift, tow motor, pile driver, excavator, pump, boiler, generator, or motor used in or in connection with the generation, production, distribution, or utilisation of power, and persons assisting in or about any work incidental thereto.

(1) Further, without limiting the foregoing, the group of industries comprised within the calling, service, employment, occupation, or avocation of persons employed in a classification in (2) hereunder in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building. For the purposes of this sub-rule (1) 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 mechanical engineering site.

(2) Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Pile Driver
Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger
Drilling Machine Operator
Dump Cart Operator in respect of Victoria only

(3) Provided that, nothing in sub-rule (1) shall render eligible to join the Union any person employed:

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

(b) 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.

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

(F)(b) Provided that sub-rule 3(F) excludes persons:

(i) engaged in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons performing work at the Nyrstar zinc smelter in Tasmania;

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(D) persons performing work at the Cape Flattery silica mine in Queensland;

(E) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(F) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

(a) Cape Preston;

(b) 7 Mile;

(c) Cape Lambert; and

(d) Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(D) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment

(v) in or in connection with the operation of a locomotive in the State of Western Australia.

(G) The industry in or in connexion with which the Union is registered is the industry of the employment of persons employed or seeking to be employed in or in connexion with the industries and/or occupations and/or callings and/or vocations and/or industrial pursuits of the painting and decorating industry in connexion with buildings, and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise), general and ship painting, including the following:-

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3 - DESCRIPTION OF INDUSTRY

(a) the painting of ships including naval ships, and the painting of prefabricated ships and prefabricated parts of ships of every kind;

(b) the painting of launches and/or boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind;

(c) the painting of or in connexion with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), the painting of or in connexion with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) the painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts,pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or sea, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases;

(e) glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars;

(f) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(g) signwriting, designing and/or lettering of price tickets and showcards;

(h) pictorial or scenic painting, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto, including cut-out displays of all descriptions, pictorial, scenic or lettering;

(i) the work of enamelling, lining, spraying and writing on cycles;

(j) leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections;

(k) mixing and/or applying and/or fixing paint or like matter or substitutes or mixtures or compositions, or compounds, for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, or mixtures, varnishes, varnish mixtures, water colours, water-colour mixtures, lacquers, lacquer mixtures, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating industry with a brush, spray, roller or other tool or removing paint or like matter or substitutes or mixtures or compositions or compounds, for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating industry, by heat, flame, water, solvents, electrical, mechanical, airpowered or hand tools or by grit, shot or other abrasives or by any other means, (coatings shall not be read and construed to include the applying and fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or in the State of Victoria only work covered by the description of industry in connexion with which the Victorian Plasterers Society is registered as at 1st November 1962,

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but shall include any subsequent coats of paint or other like material for the purposes of protection or decoration);

(l) the preparing of the work and materials required in any of the afore-mentioned branches of the industry, and all work in connexion therewith and incidental thereto.

Provided that the industry above written shall be read and construed to exclude the registered industry of The Printing and Kindred Industries Union or any part of that industry.

(H) The furnishing and wood working industries, including coffin making and the industry of making musical instruments of which wood forms a part.

(I) Without limiting the generality of Sub-Rules (A) to (H) herein or being limited thereby, independent contractors who, if they were employees performing work of the kind which they usually perform as independent contractors, would be eligible for membership of the Union, shall be eligible for membership of the Union.

(J) Without limiting the generality of the foregoing and without being limited thereby, the industry in connection with which this Union is formed is the Brick, Tile and Pottery Industry.

(K) Without limiting the generality of Sub Rules (A) to (J) and (L) herein or being limited thereby:

The industries in or in connection with which the Union is registered are the textile, clothing and footwear industries, including but not limited to those parts of the industries referred to in Rule 2(R).

(L) Without limiting the generality of Sub-Rules (A) to (K) herein or being limited thereby, the Union is registered in or in connection with:-

(a) The shipping industry; and
(b) The industry of diving in the provision of underwater services.

(M) Additional Eligibility for Admission to Membership in the State of Queensland

(a) An unlimited number of persons employed or usually employed as workers engaged in coal, shale, metal, coke, and smelting works in Queensland, and who are approved by the Committee of Management.

Provided that nothing in this sub-rule shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

iii. persons performing construction work or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works;

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iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(N) Additional Eligibility for Admission to Membership in the State of New South Wales

(a) An unlimited number of persons engaged in, or in connection with the Coal, Shale or Coke Industries in the Western District and in the Metalliferous Mining Industry and any person who is a duly registered unemployed member in compliance with these rules, together with and including other persons temporarily or permanently taken from the Industry and who are employed by the members or representatives of the members appointed by them, who shall be aggregated in Lodges already established or which may be established by the authority of the Western District branch of the Australian Coal and Shale Employees Federation.

(b) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in any capacity in connection with coal and shale mining; in connection with the coke industry, but excepting persons employed in the iron, steel and metal industries; and excepting also persons who are now members, or in the future may be eligible for membership of the United Collieries Staff Association of New South Wales; but as regards the last mentioned union, so as not to exclude lampmen and grooms.

(c) Without limiting the generality of the foregoing and without being limited thereby, the union shall also be composed of an unlimited number of persons employed in and around the coal mines, shale mines and coke works in the Northern District of New South Wales.

(d) Provided that nothing in sub-rules 3(N)(a),(b) or (c) shall render eligible to join the Union a person engaged other than:

(i) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works; and

(ii) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(O) Additional Eligibility for Admission to Membership in the State of Western Australia

The provisions of this rule 2(Q) do not extend and are not intended to operate as extending the eligibility rules of the Union beyond those that of The Construction, Forestry, Mining and Energy Union of Workers. This proviso applies regardless of any term or other provision of this rule 2(Q).

Without limiting any other rule, this rule does not make any person eligible to be a member of the Union who is in a class of employees for whom, at the time when this rule was approved by the General Manager, was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to a class of employees of which that person is a member, in favour of another organisation or association.

(1) The Union shall also admit to membership any person who is employed, or usually employed in the State of Western Australia including all islands bounding the whole coastline of the State in any of the following capacities:

Engine drivers, steam boiler and gas producer firemen, trimmers or fuelmen or tour guides in power houses, engine cleaners, greasers, boiler cleaners, crane drivers, dynamo attendants in power houses, stationary motor drivers, electric power sub-station attendants, power house switchboard attendants. Provided that, in respect of the vocations referred to in

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this subrule 4.6, employees of the Western Australian Government Railways Commission and persons eligible for membership of the Coal Miners Industrial Union of Workers of Western Australia employed in the coal mining industry within the State of Western Australia shall not be eligible for membership of the Union.

Nothing in this sub-rule 3(O)(1) shall render eligible to join the Union a person engaged:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

i. Cape Preston;
ii. 7 Mile;
iii. Cape Lambert; and
iv. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than;

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the operation of a locomotive in the State of Western Australia.

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4 - OBJECTS

(a) To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

(b) To regulate and protect the wages and conditions under which all members or other persons entitled to become members of the Union may be employed, to achieve compulsory unionism and control the supply of labour, to take such steps as may be necessary for the efficient operation of the industries in or in connection with which the organisation is registered, to regulate relations between the members and their employers and between the members and other employees in or in connection with the Industries of the Union and to foster the best interests of the members of the Union.

(c) To improve industrial relations in the industries in or in connection with which the Union is registered and undertakings where members are employed, and to exercise all the powers, privileges and advantages of employees under the Act and any legislation replacing that Act and under any Commonwealth or State legislation, or any other legislation in any way relating to the Industries of the Union either directly or indirectly affecting the members.

(d) To do all things conducive to the welfare and organisation of the working class.

(e) To provide legal assistance to the Union and its members to protect the interests of the Union in all its Divisions and Divisional Branches, and to assist other trade unions by any legal method.

(f) To secure preference in employment, retrenchment, promotion, demotion and transfer of employment for members.

(g) To protect members from any infringement of their rights.

(h) To organise the education of members.

(i) To secure or assist in securing legislation for safety in or in connection with the Industries of the Union and for the general and material well being of members.

(j) To establish funeral, sick, accident, unemployment or other funds, including insurance or assurance funds, for the assistance, support and benefit of members, or other trade unionists, and to establish a fund from which to provide retiring allowances to full time officers and employees of the Union, its Branches, Divisions or Divisional Branches.

(k) To establish Branches, Divisions, Divisional Branches, Sub – Branches, Districts, Sectors, Sections, Associations or Committees of the Union, including but not limited to Port, Ship and Area Committees, throughout Australia and its Territories.

(l) To effect unity between the Branches, Divisions, Divisional Branches and other bodies of a similar character.

(m) To work as far as is lawful in harmony with other labour unions.

(n) To establish and maintain a Union journal or journals for the publication of matters directly or indirectly relating to the affairs of the Union or its members, and to assist to establish or maintain labour and trade union journals, radio and television broadcasting stations and other means of mass communication, information or education, and to invest in such ventures.

(o) To promote the interchange of membership between the Union and other unions throughout the world.

(p) To assist members by loan or otherwise.

(q) To constitute, conduct, carry on and manage clubs for the benefits of members.

(r) To co – operate or otherwise combine with, affiliate to or amalgamate with, pay affiliation fees to and assist financially or otherwise, or join or absorb, any organisation, union or association which has

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objects similar to the objects of the Union, and to be represented on other bodies and trade union organisations.

(s) To render financial assistance to Branches, Divisions, Divisional Branches or other union or labor organisations for any charitable purpose.

(t) To take part in any or all questions of matters affecting or involving the wages and conditions of labour.

(u) To grant assistance to members who are shipwrecked.

(v) To establish and/or support co-operative ventures generally and to do such other things which may be deemed necessary in connection therewith.

(w) To hold, purchase, lease, transfer, rent, sell, mortgage or otherwise deal in property and to enter into contracts and agreements in connection with same and to do all such other things as may be deemed necessary in connection therewith for the purpose of furthering directly or indirectly any one or more objects, provided that where such property is in the care, custody and control of a Division, it shall be subject to governance in accordance with the Divisional Rules and the National Rules.

(x) To raise funds by levies and/or other means for the furtherance of any one or more objects.

(y) To raise political levies, donate to and/or affiliate with political parties and to partake in conciliation and/or arbitration systems in the States and for that purpose to have branches, divisions or divisional branches registered in the States.

(z) To obtain such other objects as the National Conference or National Executive shall from time to time determine or as may be lawfully adopted by any Division of the Union.

(aa) To do all such other acts and things as are incidental or in any way related to the carrying out of any one or more of the above objects.

5 - DEFINITIONS

In these rules, unless the contrary intention appears:

“ACT” means the Fair Work Act 2009 (Cth) or any Act replacing that Act.

“BCI(IP) ACT” means the Building and Construction Industry (Improving Productivity) Act 2016.

"DIVISION" shall mean a division of the Union established under these Rules or by the National Executive or National Conference and shall, as far as practicable, be on industry or occupational lines.

"BRANCH" shall mean a Branch of the Union established in accordance with these rules or by the National Conference or National Executive of the Union and shall cover a geographic area.

"DIVISIONAL BRANCH" shall mean a geographic branch established under Divisional Rules by a Division established in accordance with these rules. Provided that some such divisional branches may be on occupational and geographic bases.

“DIVISIONAL EXECUTIVE” shall mean, in the case of The Maritime Union of Australia Division, the Divisional National Council of that Division.

“DIVISIONAL CONFERENCE” shall mean, in the case of The Maritime Union of Australia Division, the Divisional National Council of that Division.

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5 - DEFINITIONS

"FINANCIAL MEMBER" shall mean any member who has paid all subscriptions, fines, levies and dues in accordance with the Rules of the Union.

"FINANCIAL YEAR" means the financial year of the Union as referred to in Rule 24.

"GENERAL MANAGER" means the General Manager of the Fair Work Commission.

"MEMBER" shall mean a member of this union, male or female.

"NATIONAL COLLEGIATE" shall mean the totality of delegates from all Divisions to each Divisional Conference.

"OFFICE" has the same meaning as defined by Section 9 of the RO Act.

"PEAK COUNCIL" means a national or State council or federation that is effectively representative of a significant number of organisations (within the ordinary meaning of the term) representing employers or employees in a range of industries.

"PROPORTIONAL REPRESENTATION" shall mean a system of representation at Committees, Conferences, Executives or the like which, as far as practicable, will provide for voting on a basis which reflects the number or percentage of financial members, as calculated in accordance with these rules, that each person on such Committee, Conference, Executive or the like, represents.

"DISTRICT" AND "SUB-BRANCH" AND "ZONE" where used in the Rules of the Union shall mean sectors of a Divisional Branch of the Union and in the case of the Manufacturing Division, of the Division.

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“RO ACT” means the Fair Work (Registered Organisations) Act 2009 (Cth) or any Act replacing that Act.

“RO REGULATIONS” mean the Fair Work (Registered Organisations) Regulations 2009 or any regulations replacing those Regulations.

"RULES OF THE UNION" means all of the Rules of the Union as read and construed in totality while "NATIONAL RULES" shall refer to these rules, "BRANCH RULES" shall refer to the Rules of any Branch of the Union established under the Rules of the Union, "DIVISIONAL RULES" shall refer to the Rules of any Division established in accordance with the Rules of the union, and "DIVISIONAL BRANCH RULES" or "DIVISIONAL DISTRICT BRANCH RULES "shall refer to the rules of Divisional Branches, being a branch of a Division, established in accordance with the Rules of the union.

"MANAGEMENT COMMITTEE" and/or "EXECUTIVE" shall be synonymous and shall mean the controlling and administrative body of the organ so referred to, ie Division or Branch or Divisional Branch.

"PREFERENTIAL VOTING" shall mean a system of voting in which the voter shall place the number 1 in the square opposite the name of the candidate for whom they vote as first preference and shall place the number 2, 3, 4 (and so on, as the case requires) in the squares opposite the names of all the remaining candidates so as to indicate the order of preference for them.

In a ballot by the preferential system the valid ballot papers shall be separated into separate parcels, each such parcel containing all those papers on which a first preference is indicated for the same candidate.

If on the first count a candidate receives an absolute majority of first preference votes of total valid votes cast then that candidate shall be declared elected.

If no candidate has received an absolute majority of first preference votes the candidate with the fewest first preference votes shall be excluded and the ballot papers on which a first preference is indicated for such candidate shall be counted to the remaining candidates next in the voters' order of preference.

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If a candidate has then an absolute majority of votes then that candidate shall be elected, but if no candidate then has a majority of votes, the process of excluding the candidate who has the fewest votes and the distribution of the vote preferences shall continue until one candidate has received an absolute majority of votes.

In cases where more than one position is to be filled the numbers placed opposite the candidates' names up to the number of positions to be filled shall be first preference votes and the procedure in respect to the distribution of preferences shall be the same as is above prescribed where a ballot is for a single position.

The candidate or candidates as the case may be, who has received an absolute majority of votes shall be elected.

"GENERAL ELECTIONS" shall mean the elections held every four years commencing in 1996 office to be taken on 2 January 1997 in accordance with the Rules of the Union.

"PLURAL/SINGULAR" every reference in these rules to the singular shall include the plural and vice versa.

“UNION” shall mean the Construction, Forestry and Maritime Employees Union.

6 - SEAL

(i) The Seal of the Union shall be oval in shape inscribed on the outer edge "Construction, Forestry and Maritime Employees Union".

(ii) The Seal shall be kept in the custody of the National Secretary.

(iii) Any document required or permitted by the Act to be under seal shall be executed on behalf of the Union by affixing the Seal of the Union thereto and by being signed by the National Secretary or in the absence of the National Secretary, either the National President or National Assistant Secretary.

(iv) Any document otherwise required by law to be under seal shall be executed by affixing the Seal of the Union thereto and by being signed by the National Secretary and either the National President or National Assistant Secretary.

7 - MEMBERSHIP

(i) A candidate for membership of the Union may make application to the National Secretary, the Division covering the occupation or industry in which the person is employed, the Branch covering the area in which the person is employed or resides, or the Divisional Branch covering the industry or occupation in which the person is employed, usually employed or desirous of being employed and the area in which the person resides or is employed, and such application shall be made and dealt with in the manner and subject to the conditions including conditions as to any probationary period required by the rules of the Division. Any application shall be forwarded to the office in the appropriate division which under the rules of that division deals with such applications. The decision to accept or reject that application shall be made in accordance with the Rules of that division by that office. Provided that where a person makes application to any officer of the Union that application shall be a valid application for membership of the Union and the Union shall, treat the member as a member of the Division to which the officer is attached, until transferred in accordance with the rules.

(ii) Candidates shall supply such information as to their identity and occupation, and such other particulars as to their eligibility for membership and the benefits of membership as the Rules of the Union may require, and shall, when requested, fill in and sign such application form as may be provided.

(iii) (a) Any application for membership may be referred to the National Executive by the Division, or Divisional Branch to whom application is made or by the member.

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(b) Where in any case the admission to membership of the person applying is rejected, such person shall have the right to appeal to the National Executive, whose decision shall be final.

(iv) A member shall be attached to the Division of the Union covering the industry or employment of the member and shall be in only one such Division. Each member shall be notified of the Division to which such member is attached or any other classification relevant to the Rules of the Union and such Division or classification shall be entered on the record of the Union in relation to that member which record shall be conclusive proof of the Division and/or classification to which that member is assigned.

(v) (a) Notwithstanding anything elsewhere contained in the Rules of the Union no application for membership of the union shall be void or irregular only for the reason that the form of application is not fully completed or completed at all, or that some other form of application is used, or any other procedure under the Rules has not been complied with provided that the person intended to, and did in fact, in some way or other, apply for membership and the Union treated the person as a member. A member may be transferred to another Division, Branch or Divisional Branch without loss of continuity of membership. Without limiting the generality of the foregoing, a person who, at the time of application for membership was not eligible to be or become a member, shall be and become a member as soon as the person is eligible to be and become a member or earlier if by any Act, law or other Rule the membership is otherwise validated provided that the person performs an act which evidences an intention to be or become a member. For all
purposes the payment of union dues in whole or in part shall be taken to be, without limiting the generality of the foregoing, a method by which a person intended to, and did in fact, in some way or other, apply for membership and/or evidences an intention to be or become a member.

(b) Without affecting or detracting from the requirements of sub-rules 42(iii) and 42(xii) and without limiting the rights of the member or a Division, Divisional Branch or authorised officer thereof, to seek or obtain a transfer of Division or Divisional Branch in accordance with the rules, no membership of the Union and no membership or attachment to a Division, Branch or Divisional Branch of the Union shall be invalidated, void or otherwise treated as irregular on account of the member being attached to a Division, Branch or Divisional Branch which, in accordance with the Rules, may not be the correct Division, Branch or Divisional Branch provided that the member was eligible for membership of the Union and the member was aware of the Division, Branch or Divisional Branch to which the member was attached. Every member of the Union who, on the records of the Union, is financial and is, on those records, attached to a Division, Branch or Divisional Branch shall be treated for all purposes as a financial member thereof and shall be entitled to all rights and required to comply with all obligations which attach thereto until transferred in accordance with the Rules.

(vi) Any Division or Branch or Divisional Branch may utilise for the purposes of application form for membership of this Union, an application form used for any previously registered organisation of employees which has become, upon amalgamation, part of this Union or any application form utilised jointly or otherwise with any trade union of employees registered under any legislation of a State or Territory.

(vii) A member shall, when applying for membership be informed of the financial obligations arising from membership and the circumstances, and the manner, in which a member may resign from the organisation and shall be informed of such in writing.

(viii) (a) Where a Divisional Secretary or Divisional Branch Secretary is of the view that a person in the Division or Divisional Branch of which she/he is an officer should be attached to another Division or Divisional Branch the Divisional Secretary or Divisional Branch Secretary shall contact the Divisional Secretary or Divisional Branch Secretary of the Division or Divisional Branch to which, in the view formed, the member should be attached, and seek to obtain agreement on the transfer of the said member. Where agreement cannot be reached the matter may be referred to the National Secretary and be determined by the National Executive or an officer designated by the National Executive.

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(b) Further provided that where a Divisional Secretary or a Divisional Branch Secretary forms the view that a member of another Division or Divisional Branch ought to be a member of the Division or Divisional Branch to which the Divisional Secretary or Divisional Branch Secretary is attached, the Divsional Secretary or Divisional Branch Secretary shall contact the the Divisional Branch Secretary of the Divisional Branch to which the member is now attached and seek agreement that the member be transferred. Where agreement cannot be reached the matter may be referred to the National Secretary and be determined by the National Executive or an officer designated by the National Executive.

(c) In relation to the two immediately foregoing paragraphs contact between Divisions and/or Divisional Branches in relation to these issues may, by custom and practice or by agreement, be dealt with by an officer other than the Divisonal Secretary or Divisional Branch Secretary or may be dealt with by members of staff. Where a member is transferred or determined to be transferred in accordance with either of the immediately preceding paragraphs the member shall be notified accordingly and the transfer shall be effective 14 days after the notification to the member. Within that period the member may object to said transfer and such objection will be determined by the National Executive. Pending such objection the member shall nevertheless be transferred in accordance with any of the aforesaid agreements and/or determinations.

(d) Any determination by the National Executive or officer designated by the National Executive shall use the principles established in and by sub-rules 42(i) and 42(iii) hereof.

Nothing in these paragraphs shall affect or detract from the provisions of subrule(s) 42(i), (iii) and (xii) and membership of a Division or a Divisonal Branch shall be valid notwithstanding an irregularity in, breach of or failure to comply with the procedures in either one or both paragraphs (a) or (b) herein.

8 - ENTRANCE FEES AND CONTRIBUTIONS

(i) Entrance fees and contributions payable by any person on application to join the union and/or for membership or continuous membership of the Union shall be in accordance with the Rules of the division to which, in accordance with the Rules of the Union, the person or member is to be or is assigned.

(ii) Any member who has failed to pay the entrance fees, or contributions, levies and fines imposed in accordance with the rules of the union on or before the date specified in such rules, shall be deemed to be unfinancial, and shall not be eligible to receive any benefits, participate in any deliberations, propose or second any new applicant for admission or exercise any authority or any membership rights, provided that the rules may provide that some members or some class or classes of members may vote in a ballot and/or may differentiate between classes of members as to the amount of any contribution and/or entrance fee.

(iii) A member shall be deemed to be financial immediately upon payment of all arrears outstanding.

(iv) (a) Notwithstanding anything contained in Rules 7 and 8 of these National Rules or any Divisional Rules to the contrary, the Union may reach agreement with any organisation of employees, trade union, industrial union or organisation, whether incorporated or otherwise or whether registered under a law of the Commonwealth, State or Territory or unregistered (herein referred to as an "association"), which agreement may provide for automatic membership of this Union for members of any such association and may provide for the receipt and holding of moneys jointly or in common by the aforementioned association and this Union and conversely the automatic membership of members of this Union in such an association.

(b) The Union may, by agreement or unilaterally, grant to any class of members, who are members of another association of a kind referred to in paragraph (a) hereof, membership and waive the requirement to pay an entrance fee and/or contributions in whole or in part.

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(c) Nothing in this Sub-Rule shall render eligible for membership any person not otherwise eligible for membership of the Union under the eligibility Rules or pursuant to S.151 of the RO Act, or any other provision of that Act or any Act amending or replacing same. Further, "automatic membership" when used in this Sub-Rule shall mean membership granted to a member free of the payment of any entrance fee and contribution in circumstances where the person applying for membership has signified an intention to become a member or having been notified that membership would be granted unless objected to, has not signified objection to that membership.

9 - CLEARANCES

(i) A member desiring to transfer to any other union covering their calling shall make application to the Divisional Branch Secretary, or where the rules of the union so provide, Divisional Sub-Branch, in writing, and shall pay all dues owing to the union, and the transfer will be forwarded to the Secretary of the union to which the member desires to transfer. Such member shall cease to be a member of this Union as from the date on which the transfer is forwarded to the Secretary of such other union.

(ii) Any member of a kindred trade union, or any union whose Awards cover workers specified in Rule 2 of the rules of the union, may be admitted to membership on production to the Divisional Branch Secretary, or where the rules of the Division so provide, the Divisional Sub-Branch or Divisional District Secretary, of a clearance from such union showing that all dues, contributions and levies payable to such union have been paid. The membership of a person so admitted shall commence as from the date of the production of their clearance. The rules of the Union may provide for persons who had been members of any Division or Divisional Branch of this Union to be admitted without entrance fees or other special conditions.

(iii) A clearance shall not be granted to any member unless all moneys owing have first been paid.

10 - TRANSFERS

(1) A member attached to any Divisional Branch of any Division who is working within the area covered by another Divisional Branch may be transferred to the latter Divisional Branch. The member shall apply to the Divisional Branch Secretary of the Divisional Branch, or where the Divisional Branch rules so provide, of the Divisional Sub-Branch or Divisional District to which the member was attached for a clearance, and provided the member is financial, the Divisional Branch or Divisional Sub-Branch or Divisional District Secretary shall forward to the Divisional Branch Secretary of the Divisional Branch to which the member desires to be transferred, the clearance. A member shall be deemed to be attached to the new Divisional Branch as from the date of the receipt of the clearance by the Divisional Branch Secretary of such Divisional Branch, or where the Divisional Branch rules so provide, by the secretary of the Divisional Sub-Branch or Divisional District, and the member's length of membership of the new Divisional Branch shall be the length of the latest period of membership of the Union.

11 - RESIGNATION OF MEMBERS

(1) A member may resign from membership of the Union by a written notice addressed and delivered to the Divisional Branch Secretary or other officer of the Divisional Branch authorised to receive such correspondence.

(2) The notice of resignation will take effect where that member,

(a) ceases to be eligible to become a member of the Union:

(i) on the day on which the notice is received by the Union; or

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(ii) on the day specified in the notice, which is a day not earlier than the day when the member ceases to be eligible to be a member;

whichever is later; or

(b) in any other case:

(i) at the end of 2 weeks after the notice is received by the Union; or

(ii) on the day specified in the notice;

whichever is later.

(3) All contributions and or levies due in relation to the period before the members resignation took effect are to be paid. Where the member fails to do so the Union may prosecute such member in the appropriate court for the recovery of that amount.

(4) A notice delivered to the person mentioned in sub-rule (1) shall be taken to have been received by the Union when it was delivered.

(5) A notice of resignation that has been received by the Union is not invalid because it was not addressed and delivered in accordance with sub-rule (1).

(6) A resignation from membership of the union is valid even if it is not effected in accordance with this rule if the member is informed in writing by or on behalf of the union that the resignation has been accepted.

12 - REGISTER OF MEMBERS

A register of members and any other records of the Union required to be kept by the RO Act and the Regulations made thereunder shall be kept at the registered office of the Union and so far as such records relate to a Division or Divisional Branch at the registered office of that Division or Divisional Branch.

13 - SUPREME GOVERNING BODY IN UNION

(i) The supreme governing body of the union shall be the National Conference convened every two (2) years or specially in accordance with these National Rules.

(ii) (a) The National Conference shall consist of all of the members of each and every Divisional Executive for every Division of the Union. Provided that existing elected officers of the National Executive who are retiring from office and who have not been re-elected as members of their Divisional Executive shall be entitled to attend the National Conference until their successors are elected and shall be entitled to all rights of a conference delegate other than nominating and voting on any matter. Further provided that, if not otherwise a delegate to National Conference by virtue of this sub-clause, members of the National Executive entitled to attend and vote thereat shall, ipso facto, be delegates to the National Conference and treated, in all respects, as delegates in the same way as a member of the Divisional Executive and for the purposes of sub-rule (iii) of this Rule be treated as a member of the Divisional Executive from the Division of which such person is a member. Further provided that any person not entitled to attend and/or vote at their Divisional Executive by virtue of the Rules of the Division shall not be entitled, notwithstanding any of the foregoing in this sub-rule, to attend and/or vote at National Conference.

(b) The National Conference shall also consist of the two National Women's Committee members elected by each Division in accordance with Rule 17, regardless of whether those women are otherwise members of their Divisional Executive.

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(iii) Persons elected as members of a Divisional Executive shall be elected in accordance with the rules of the Division. Nothing in this sub-rule shall prevent the filling of a vacancy between ordinary elections or interfere with the transitional provisions which shall take effect on and from amalgamation. Each such member of a Divisional Executive shall exercise a vote on the National Conference equal to the percentage of financial members of the Union in the Division from which the member derives divided by the number of members of the Divisional Executive entitled to vote. Provided that nothing in this sub-rule prevents proxy voting or multiple voting.

(iv) The percentage of financial members belonging to any Division shall be the sum of the percentages of financial members of the Divisional Branches within that Division.

For the purposes of this rule, the percentage of financial members of any Divisional Branch shall be calculated by dividing the total income received by the Divisional Branch from contributions only, by the amount of contributions fixed for ordinary members for that Divisional Branch and determining that number as a percentage of total membership of the Union calculated in the same way. This calculation shall be performed for the first six month period of the financial year preceding the year in which the National Conference is held.

(v) Members of Divisional Executives and National Conference shall remain in office until the election of their successors.

(vi) Should any member of a Divisional Executive die or resign or should there be, for any other reason whatsoever, a vacant position as delegate or member to Divisional Executive and/or National Conference, the Divisional Branch Executive of the Divisional Branch in which the vacancy would otherwise be filled may forthwith cause an election for another member or, where the unexpired part of the term for that office until the next general elections does not exceed three quarters of the ordinary term of office, the Divisional Branch Executive may appoint a delegate to such Divisional Conference to be the member or delegate from or of the Divisional Branch in place of the member or delegate who is deceased or has resigned or to fill the position otherwise left vacant. Provided a person appointed by a Divisional Branch Executive in the manner mentioned herein shall hold office only for the residue of the period until the next general elections.

The method of such election or appointment shall be the same, the necessary changes being made, as the method of election or appointment (as the case may be) of the Divisional Branch Secretary of the Divisional Branch from which the vacancy is to be filled in accordance with the rules of the Divisional Branch.

(vii) Divisions or Divisional Branches may, where elected Divisional Branch delegates or members to or of National Conference agree, arrange multiple voting representation at a National Conference by notifying the National Conference of the number of divisional delegates or members to be credentialed and of the arrangements for proxy voting to be adopted by that Division or Divisional Branch at the National Conference.

(viii) Where a delegate is unable to attend a meeting of the National Conference or any part thereof that delegate may where the Divisional Executive agrees appoint another elected delegate to National Conference from the same Division as proxy to act in that delegate's stead. Where the Divisional Executive agrees, a delegate may appoint as the proxy to National Conference an elected delegate from another Division. Each member of the Divisional Executive shall be a delegate to the National Conference.

(ix) Six delegates, representing not less than two Divisions, shall form a quorum of the National Conference.

(x) The National Conference shall have power, unless any rule deprives the National Conference of power or grants to another body within the Union exclusive power over a subject matter, to:

(a) take such steps as it shall think fit to carry out all or any of the objects of the Union and to raise or spend such funds as are necessary to carry out the objects;

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(b) decide the general policy of the Union and to take steps to enforce the carrying out of such policy;

(c) subject to the rules prescribing the procedure to be followed, impose penalties being fines not exceeding the sum of $100, suspension, expulsion or dismissal from office, on officers, members, representatives, committee members or delegates, for knowingly refusing to comply with the rules of the Union or decisions of the National Conference or the National Executive.

Provided that:

* a copy of the rules of the Union of which there is an alleged breach, and/or the decisions of National Conference or National Executive of which there is an alleged breach are available to members at each Branch office;

* no penalties shall be imposed unless the officer, member, representative, committee member or delegate concerned has been summoned to attend the meeting; particulars are given in the summons of the offence alleged (including the time and places alleged that the offence was committed); and that person charged is afforded an opportunity of being present at the hearing and of being heard in their own defence, including an opportunity to cross examine and to give and call evidence. Nothing in the preceding rule requires the procedures of court. A period of suspension imposed under this rule shall not exceed six (6) months;

(d) hear and decide any appeal from the National Executive or any Divisional Branch, or Branch or member. Any appeal from a member must be forwarded through the Divisional Branch Committee. Reasonable notice of the time and place of the hearing shall be given to all parties involved, who shall be given an opportunity of being heard;

(e) settle disputes between Divisions;

(f) deal with and decide any matter submitted to it by any Division or Branch of the Union;

(g) confirm, overrule or otherwise deal with decisions of the National Executive;

(h) establish Divisions of the Union;

(j) exercise all or any of the powers of the National Executive;

(k) subject to Rule 25, make alter and rescind any of the Rules of the union, including Branch Rules, Divisional Rules and Divisional Branch Rules;

(l) confer life membership on a member of the Union.

(xi) A National Conference shall be held not later than twenty four (24) months after each general election of the Divisional Branch delegates to National Conference and at such place and time as the National Executive shall decide.

(xii) The business to be dealt with by National Conference shall be shown on the agenda paper, but matters may be added to the agenda paper if agreed to by a majority of delegates at the National Conference. Any matter appearing on the agenda paper may be amended by the National Conference.

(xiii) Notice of every National Conference, together with a copy of the agenda paper therefore shall be posted by the National Secretaries to each Divisional Secretary and each Branch Secretary one calendar month before the date of such meeting, or where agenda items have not been finalised one calendar month before the meeting then they shall be sent at the earliest practicable time.

Notice shall also be posted to all delegates so as to give them at least the notice provided for herein.

(xiv) A copy of the Minutes containing all decisions and business of the National Conference shall be forwarded to each Divisional Secretary and to each Divisional Branch Secretary within two (2) months

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of the conclusion of each National Conference. Any member of the Union may, upon request to the Divisional Branch Secretary, inspect a copy of the minutes of each National Conference at the Divisional Branch Office or Divisional Office during the ordinary hours in which the Divisional Branch or Division is open.

(xv) The National Secretary on receipt of resolutions from a majority of Divisions or from Divisional Branches representing a majority of members or on receipt of a petition signed by not less than 10% of the financial members of the Union calling for a special Conference shall call such Conference within thirty (30) days. Each Division, Divisional Branch and delegate to National Conference shall be advised by letter of National Conference business fourteen (14) days prior to the date of the Conference so fixed. The National Executive may direct the National Secretary to call a special conference at any time. Divisions, Divisional Branches and delegates to National Conference shall be given seven (7) days' notice if practicable. Notice shall be given by letter, facsimile, telephone, email, in writing, by computer link and/or by any other means of communication.

Notwithstanding anything contained in any other rule, the National Executive may direct the National Secretaries to conduct a postal, facsimile, telephonic, email, in writing, by computer link and/or by any other means of communication (or combination thereof) of delegates to National Conference to obtain a decision on any matter.

13A - NATIONAL WOMEN'S CONFERENCE

(a) There shall be a National Women's Conference at least once every two years. The role of the National Women's Conference shall be to provide advice and recommendations to the Union on matters affecting women members of the Union.

(b) The National Women's Conference shall include the elected National Women's Committee members from each Division. The number of participants shall be no more than 15 members per division.

(c) Delegates to the National Women's Conference shall be nominated by the Divisional Executive of each Division.

(d) Notwithstanding the number of observers nominated by any Division to attend the National Women's Conference, only the nominated delegates from each Division shall have voting rights at the National Women's Conference.

(e) Resolutions of the National Women's Conference shall be referred to the National Conference for consideration by that Conference.

13B - NATIONAL WOMEN'S COMMITTEE

(a) There shall be a National Women's Committee.

(b) The National Women's Committee shall be made up of two female members from each Division. Only one National Women's Committee member from each Division may be a Full Time Paid officer of that Division.

(c) The members of the National Women's Committee are to be elected by each Division in accordance with Rule 17, or otherwise in accordance with the rules for general quadrennial elections applicable to each Division.

(d) Members of the National Women's Committee shall be, ex officio, members of the National Women's Conference and members of the National Conference.

(e) The National Women's Committee will operate in accordance with a set of rules that have been adopted by either the National Conference or Executive after consultation with the Committee.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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14 - NATIONAL EXECUTIVE COMMITTEE

(i) The National Executive Committee shall consist of the National Officers, being the National Secretary, National President and National Assistant Secretary and three (3) National Vice Presidents of the Union together with such of the following elected officers of each Division at a National level namely:-

- in the case of the Construction and General Division, eleven (11) additional National Executive Committee members elected by and from the Construction and General Division Divisional Conference.

- in the case of the Manufacturing Division, the Divisional Secretary, the Divisional Senior Assistant Secretary, the Divisional President and the Divisional Assistant Secretary who is also the District Secretary of the PPW District of the Division and the TCF National Secretary.

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  in the case of The Maritime Union of Australia Division, the Divisional Deputy National Secretary, the two (2) Divisional Assistant National Secretaries and the Divisional Deputy National Presiding Officer.

  Provided that in the year preceding the quadrennial elections, it shall be open to the National Conference or the National Executive, upon review, to abolish the National Executive Committee.

(ii) The National Executive Committee shall, subject to the review of its actions by the National Executive, have the care, control, superintendence, management and administration in all respects of the affairs, business, national funds of the Union and without limiting the generality of the foregoing it may:

(a) interpret and enforce the general policy of the Union as decided by National Executive and/or National Conference.

(b) decide questions of policy not covered by the National Executive and/or National Conference decisions.

(c) control and conduct the business and affairs of the Union while the National Executive or National Conference is not in session.

(d) Expend such moneys by way of ordinary expenditure as may be necessary.

(e) Submit any matter to the National Executive for decision.

(f) Control and supervise the work of the National Officers of the Union.

(g) All decisions of the National Executive Committee shall be made by a majority of the members present at the meeting unless otherwise provided by these rules.

(iii) Meetings of the National Executive Committee shall be held at such time and place as shall be decided by the National President and the National Secretary. A majority of the National Officers may demand a meeting of the National Executive Committee which shall be held at such time and place as stipulated by such National Officers. The quorum for any meeting of the National Executive Committee shall be four (4).

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(iv) The National Secretary may take a telephonic, email, written and/or postal vote of members of the National Executive Committee at any time. Members of the National Executive Committee shall be advised of the details of the voting. Such vote shall have the same effect as a decision of such body made in meetings assembled.

(v) Notice of meetings may be given by letter or email or by telephone or verbally, provided that in the latter two instances the notice is confirmed by email.

(vi) All decisions of the National Executive Committee shall be made by a majority of the votes cast at the meeting unless otherwise provided by these Rules. The votes cast by members of the National Executive Committee shall be on a card system and the value of the vote cast by any member of the National Executive Committee, including National Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the National Conference with National Officers being included in the Division from which they derive. Provided that in the calculation of votes cast by members of the National Executive Committee herein, no member of the National Executive Committee who is not entitled to attend and/or vote at the National Executive Committee meeting shall be included as a member for the purposes of the aforesaid calculations.

15 - NATIONAL EXECUTIVE

(i) (a) There shall be a National Executive composed of the National Executive Committee, as defined in these rules, and the principal officer of each Divisional Branch of the Union that is not otherwise a member of the National Executive Committee. Provided that any such Principal Officer of a Divisional Branch shall not be entitled to attend and/or vote at any meeting of the National Executive or vote on any issue before the National Executive if such Principal Officer is not entitled to attend and/or vote, in that capacity, the Divisional Executive of the Division to which the Divisional Branch is attached.

(b) Provided that in the case of the Manufacturing Division for purposes of this sub-rule a reference to the Principal Officer of a Divisional Branch shall be a reference to the District Secretary of a District of that Division, the Senior Vice President (TCF) and the additional Divisional Assistant Secretary established pursuant to Rule 44 of the Manufacturing Divisional Rules.

(c) Where a Division has at least one woman who is a Full Time Elected Officer who is not otherwise entitled, under these Rules, to be a member of the National Executive, that Division is entitled to one National Executive (Female Affirmative Action) position on the National Executive.

(i) The National Executive (Female Affirmative Action) position for each Division may only be filled by a woman from that Division who is a Full Time Elected Officer who is not otherwise entitled to be a member of the National Executive;

(ii) Where there is more than one woman from a Division who is a Full Time Elected Officer who is not otherwise entitled under these Rules to be a member of the National Executive, and who is therefore eligible to fill the National Executive (Female Affirmative Action) position, the Divisional Executive of that Division shall determine which eligible officer shall fill the position.

(iii) Provided that, once nominated by the Divisional Executive, the Branch or District Executive (if the woman is a Branch or District Officer) must endorse the nomination of that Officer to the National Executive.

(ii) The National Officers (other than the office of National Vice President held by the Divisional National Presiding Officer of The Maritime Union of Australia Division) shall be elected, except in the case of any vacancy occurring or arising between general elections, by and from the National Collegiate in 1994 and every subsequent four (4) years thereafter and shall hold office until their successors are elected.

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(iii) Following the Divisional Conferences in 1993 and the Divisional Conferences following the general elections every four years thereafter the National Executive shall appoint a person as Returning Officer, who shall not be the holder of any office in, and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or any section of the Union. Such Returning Officer shall have the conduct of the election of the National Officers in accordance with these Rules.

(iv) The National Executive shall, unless its actions are overturned by the National Conference, have the care, control, superintendence, management and administration in all respects of the affairs, business, national funds and property of the Union and shall have and may exercise no more and no less than all of the powers of the National Conference and, without limiting the generality of the foregoing may:

(a) Interpret and enforce the general policy of the union as decided by National Conference.

(b) Control and conduct the business and affairs of the union while National Conference is not in session.

(c) Appoint the editor of any national union journal and manage and control the policy of such journal.

(d) Hear and decide any appeal from any Division or Branch. Reasonable notice of the time and place of the hearing shall be given to all parties involved, who shall be given an opportunity of being heard.

(e) Settle disputes between Divisions or Branches. Any Division or Branch concerned shall be given reasonable notice of the meeting and an opportunity of being heard before any settlement is effected.

(f) Expend such moneys by way of ordinary expenditure as may be necessary.

(g) Submit any matter to the members for decision by ballot.

(h) Ensure that officers, committee members, delegates or members and Divisions and Branches carry out the rules and decisions of the Union and subject to Rule 19 impose penalties [i.e. fines not exceeding the sum of one hundred dollars], suspension, expulsion or dismissal from office, upon any officers, members, representatives, committee members or delegates for knowingly refusing to comply with the rules or the decisions of the National Conference or the National Executive.

Provided that the rules, the decisions of National Conference or the National Executive are available to members in the minutes of the National Conference or the National Executive and the registered rules of the Union at each Branch office. No penalty shall be imposed unless -

* The officer, member, representative, committee member or delegate concerned has been summoned to attend the meeting seven (7) days prior to the meeting;

* Particulars are given in the summons of the offence alleged, including the time and place it was alleged the offence was committed;

* The member is afforded an opportunity of being present at the hearing and of being heard in the member's own defence, including an opportunity to cross-examine and to give and call evidence.

Period of suspension imposed under these rules shall not exceed six months.

(j) Subject to rules relating to the autonomy of divisions, take such action as may be necessary to secure the satisfactory working of any Division or Branch or Divisional Branch in the event of the affairs of that Division, Branch or Divisional Branch being so conducted as to affect the proper functioning of the Union, as a registered organisation, or as to make the Union liable for a breach or breaches of the Act or the RO Act. Subject to Rule 19 herein, such action may include the suspension or dismissal of all or any members holding positions in, or for, a

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Division or Branch and the appointment of a member of the National Executive or any other member or members of the Union to conduct the affairs of the such Division, Branch or Divisional Branch.

(k) Control and supervise the work of the National Officers of the union.

(l) All decisions of the National Executive shall be made by a majority of the votes cast at the meeting unless otherwise provided by these rules. The votes cast by members of the National Executive shall be on a card system and the value of the vote cast by any member of the National Executive, including National Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the National Conference with National Officers being included in the Division from which they derive. Provided that in the calculation of votes cast by members of the National Executive herein, no member of the National Executive who is not entitled to attend and/or vote at the National Executive meeting shall be included as a member for the purposes of the aforesaid calculations.

(m) A loan, grant or donation of an amount exceeding $1,000 shall not be made by this Union unless the National Executive -

(a) has satisfied itself -

* that the making of the loan, grant or donation would be in accordance with the other rules of the Union; and

* in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory; and

(b) has approved the making of the loan, grant or donation.

(n) Subject to Rule 25, make, alter and rescind any of the rules of the Union, including Branch Rules, Divisional Rules and Divisional Branch Rules;

(o) Affiliate to any body on behalf of the Union, or, if any Division objects to any affiliation to affiliate on behalf of those Divisions which do not so object;

(p) appoint representatives of the Union to any body;

(q) to affiliate to the Australian Council of Trade Unions and appoint representatives thereto on the basis of proportional representation of each Division.

(r) confer life membership on a member of the Union.

(v) All acts and decisions of the National Executive shall have full force and effect and full validity unless and until such acts or decisions are reversed or amended by the National Executive or the National Conference.

15A – MEETING OF NATIONAL EXECUTIVE

(i) A meeting of the National Executive is to be called:

(a) when the National Executive or National Secretary determine; or

(b) at the written request of:

(i) the National President; or

(ii) six (6) members of the National Executive,

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(ii) A meeting under sub-rule (i) will be held at the time and place as the National Executive or National Secretary determine, and the National Secretary will give notice of the meeting as is practicable, provided that not less than 24 hours' notice is given.

(iii) Where a request is made under paragraph (i)(b), the National Secretary must:

(a) ensure the meeting of the National Executive is held no more than seven (7) days following the receipt of the request;

(b) give notice to the members of the National Executive within three (3) days following the receipt of the request of the time and place the meeting, provided that not less than 24 hours' notice is given; and

(c) provide the notice under paragraph (b) by:

(i) email;

(ii) telephone; and/or

(iii) verbally,

provided that a notice given under sub-paragraph (i) or (ii) must be promptly confirmed by email.

(iv) The quorum for a meeting of the National Executive is six (6) members of the National Executive.

(v) A meeting of the National Executive is to be conducted by a method by which the members of the National Executive can communicate with each other, provided that the National Secretary must take all reasonable steps to ensure that the meeting is secure to the members of the National Executive.

(vi) An out of session ballot of the National Executive may be conducted where the National Secretary considers that a matter needs to be dealt with expeditiously by a ballot of the National Executive.

(vii) Without limitation to sub-rule (vi), the:

(a) the National President; or

(b) six (6) members of the National Executive,

may, in writing, direct the National Secretary to conduct an out of session ballot of the National Executive, where the National President or the six (6) members of the National Executive (as the case may be) consider a matter needs to be dealt with expeditiously by a ballot of the National Executive.

(viii) An out of session ballot, under this rule, is to be conducted by means of:

(a) e-mail;

(b) computer link;

(c) text message;

(d) other electronic communication; and/or

(e) a mixture of those means.

(ix) Where an out of session ballot of the National Executive is directed under sub-rule (vii):

(a) the National Secretary must put the matter for determination to a ballot within three (3) days following the receipt of a direction under sub-rule (vii);

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(b) the ballot under paragraph (a) must close seven (7) days following the receipt of the direction under sub-rule (vii);

(c) six (6) members of the National Executive casting a ballot in the time limited under paragraph (b), constitute a quorum; and

(e) determination of the ballot will, unless these rules otherwise require, be in accordance with rule 15(l).

16 - ELECTION OF NATIONAL OFFICERS AND NATIONAL EXECUTIVE COMMITTEE MEMBERS

(i) The National Officers (other than the office of National Vice President held by the Divisional National Presiding Officer of The Maritime Union of Australia Division) shall be elected by and from the National Collegiate, namely the delegates to all of the Divisional Conferences of the Union (howsoever described in the Divisional Rules) and the ballot for such positions shall be a secret postal ballot of delegates to all Divisional Conferences conducted, the necessary changes being made, in accordance with Rule 17 of these rules.

Provided that, on and from 1 July 2024, the Divisional Secretary of the Construction and General Division, the Divisional Secretary of the Manufacturing Division, and the Divisional National Secretary of The Maritime Union of Australia Division shall between them hold the positions of National Secretary, National Assistant Secretary and National Presidenty.

Further provided that, there shall be one National Vice President from each Division who shall be nominated by and from their own Divisional Conference except in the case of The Maritime Union of Australia Division, where the National Vice President from that Division shall be the Divisional National Presiding Officer.

(ii) If the nominations are equal to the number of positions to be filled the Returning Officer shall forthwith declare candidates elected. An officer shall not hold more than one position on the National Executive or National Executive Committee.

(iii) If there are more candidates than the number required for filling the office/s the Returning Officer shall prepare voting papers and conduct the ballot.

(iv) The Returning Officer shall declare the result of the ballot as soon as the count is completed. In the event of a tie, the Returning Officer shall determine the result by declaring a candidate who currently holds the office being contested being elected, should no candidate currently hold the office the Returning Officer shall declare the result by casting lots.

(v) Except in so far as any Act from time to time provides otherwise, whenever any member has been declared elected to any office the member declared to be elected to such office, notwithstanding any defect or irregularity which may have occurred in or in connection with the calling for and dealing with nominations or the conduct of a ballot shall be recognised as validly holding such office.

(vi) A National Executive member and National Executive Committee member and National Officer shall hold office until a successor to such person is elected.

(vii) (a) Where a vacancy occurs in any office under these rules for any reason whatsoever including but not limited to the death, resignation, retirement or dismissal of any officer, such vacancy may be filled by appointment by the Divisional Executive to which the office or officer relates provided that the person so appointed shall hold office for as much of the unexpired part of the term of the office as does not exceed the greater of twelve months or three quarters of the term of the office. Further provided that in the case of a vacancy in one or more of the National Officer positions, the National Executive may fill such office by appointment from those

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members of the National Executive Committee who are otherwise eligible to hold the vacant office.

Provided however that any such appointment/s shall ensure that each Division maintains its representation of two (2) officers amongst the National Officers.

(b) Where the unexpired part of the term of office exceeds that specified in this sub-rule, the Returning Officer shall conduct an election of delegates to all Divisional Conferences to fill the vacancy and the person elected shall hold office for the remainder of the term of office.

(c) Such election shall, the necessary changes being made, be in accordance with Rule 17 (iii) hereof.

(viii) The Returning Officer in any election shall declare the result to members of the National Executive and may do so by email, post, letter, telephone, facsimile, verbally or by any other electronic means as soon as the count is completed.

(ix) In any ballot of the National Collegiate for the election of National Officers, the representatives of each of the Divisions shall cast votes proportionate to the membership of their respective Divisions determined in the same way, the necessary changes being made, as votes cast by delegates to the National Conference in accordance with Rule 13(iii) and (iv) herein.

(x) In conjunction with the conduct of the election of the National Officers, the Returning Officer shall also conduct an election in the Divisional Conferences of the Union, where necessary, for the National Executive Committee members to be elected by and from the relevant Divisional Conference having regard to Rule 14(i).

(xi) The elections held in accordance with sub-rule (x) shall be conducted in accordance with sub-rules (ii) to (v) and (viii) with the necessary changes.

17 - ELECTION OF DELEGATES TO DIVISIONAL CONFERENCES

(i) This Rule shall not apply to The Maritime Union of Australia Division.

(ii) The method of electing Divisional Branch delegates to Divisional Conference shall be in accordance with the Rules of the Division every four (4) years in conjunction with the Divisional Branch elections. Such election shall be by direct ballot of the financial members of each Divisional Branch.

(iii) When an election is required to be conducted by these rules the Divisional Branch Executive shall appoint a Divisional Branch Returning Officer who shall not be the holder of an office in and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or sub-Branch or section of the Union.

(iv) Except in the case of the Manufacturing Division elections for Divisional Branch Delegates to Divisional Conference shall be in accordance with the following provisions:

(a) The method of electing Divisional Branch delegates to Divisional Conference shall be by secret postal ballot of the whole Divisional Branch financial members entitled to vote in such elections, which shall be held every four (4) years in conjunction with the Divisional Branch elections.

(b) When an election is required to be conducted by these rules the Divisional Branch Executive shall appoint a Divisional Branch Returning Officer who shall not be the holder of an office in and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or sub-Branch or section of the Union.

(c) The Divisional Branch Returning Officer shall have the conduct of such elections in accordance with these rules. Where practicable such election to be conducted in conjunction with Divisional Branch election of Officers.

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(d) A Divisional Branch Returning Officer may, at any time in writing, resign his or her position and shall resign if they desire to become a candidate at any elections held under the rules of the Union.

Any casual vacancy of a Divisional Branch Returning Officer shall be filled by the Divisional Branch Executive.

(e) That nominations are called in accordance with the rules of the Division.

(f) Any member of the Divisional Branch who is financial at the time nominations are called and has had not less than three years financial membership of the Union may nominate for the position of Divisional Branch delegate to Divisional Conference.

For the purpose of this rule and for the purpose of all provisions of the rules of the union relating to financial membership and the length of financial membership or length of membership, membership of an organization amalgamating with the union or which has amalgamated with the union shall be counted for all purposes as membership of the union and financial membership of this union or a union amalgamating with this union for all purposes. This provision relates to all rules of the Union relating to the membership, or length of financial membership, or length of continuous membership in the Union or in any Division thereof.

(g) That the nominations process, closure and receiving of, are in accordance with the rules of the Division.

(h) Candidates may include with their nomination form a statement or joint statement not exceeding 200 words containing only the candidate's personal history and only the candidate's policy statement or joint statement.

(i) (deleted)

(j) The Divisional Branch Returning Officer shall examine all nominations to ensure that they are in order and if any nominations are found to be defective the Divisional Branch Returning Officer, before rejecting the nomination, shall notify the person concerned of the defect and where practicable to do so give them the opportunity of remedying the defect within a period of not less than seven (7) days after being so notified.

(k) If at the closing date for nominations only sufficient nominations have been received by the Divisional Branch Returning Officer to fill any vacancy or vacancies the Divisional Branch Returning Officer shall thereupon declare the person or persons so nominating elected and supply forthwith a report of the declaration of the ballot to the Divisional Conference and candidates by submitting a Divisional Branch Returning Officers report to the National, Divisional, Divisional Branch, and Branch Secretaries.

(l) If all nominations are received and there are more nominations than there are vacancies the Divisional Branch Returning Officer shall conduct a draw for positions on the ballot paper and shall notify candidates of the time and place of the draw in sufficient time for a candidate or their nominee to attend the draw; such attendance shall be at the candidate's own cost and expense.

(m) The Divisional Branch Returning Officer shall forthwith have printed ballot papers in sufficient quantities to enable them to supply a ballot paper for each member eligible to vote in the election and secure a certificate from the printer as to the number printed.

(n) Such ballot papers shall have printed thereon only the title of the office to be filled, method of voting and the name of the candidates for such office and a space for the required vote to be registered, provided however that where more than one candidate is required to be elected the number to be elected shall be printed on the ballot paper. The position of the names of each candidate on the ballot paper shall be in order of the draw of positions for that ballot.

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(o) Where a ballot is required, the Divisional Branch Secretary of the Divisional Branch concerned shall provide, within thirty five (35) days of the closing of nominations, a certified list of financial members entitled to vote to the Divisional Branch Returning Officer.

(p) The Divisional Branch Returning Officer shall, in accordance with the Rules of the Division, on a date which will enable the ballot paper to be posted not later than fourteen clear days before the closing date of the ballot, send by post to each member eligible to vote in the election at their address appearing on the list of members eligible to vote supplied to the Divisional Branch Returning Officer by the Divisional Branch Secretary the following documents/materials only:-

(i) a ballot paper initialled by the Divisional Branch Returning Officer in respect of each office to be filled at the election for which the member is eligible to vote.

(ii) a declaration envelope in such form as is prescribed by Regulation 5 of the RO Regulations.

(iii) a prepaid envelope in such form as is prescribed by Regulation 6 of the Workplace Relations (Registration and Accountability of Organisations) Regulations 2003.

(iv) such printed instructions necessary for the completion of each of the ballot papers enclosed and any other instructions that the Divisional Branch Returning Officer may consider necessary.

(v) The candidate's statement provided for in accordance with sub-rule (h) of this rule.

(vi) provided that the Divisional Branch Returning Officer shall post to each member eligible to vote by mail all ballot papers, in accordance with the Rules of the Division.

(q) For the purpose of the election the books of the Divisional Branches shall be deemed closed in accordance with the rules of the Division.

(r) That the opening and closing of the ballot shall be in accordance with the rules of the Division.

(s) The Divisional Branch Returning Officer shall collect the returned ballot papers from the post office box and deposit them in a ballot box kept at the post office or at the office of the Australian Electoral Commission until the commencement of the count of the ballot.

(t) At the conclusion of the ballot the ballot box shall be picked up by the Divisional Branch Returning Officer at a time reasonable notice of which has been given to the Scrutineers and taken to the Divisional Branch rooms or to the office of the Australian Electoral Commission and be opened in the presence of the Scrutineers and counting shall then proceed. If it is necessary to interrupt the count for any purpose the papers shall be sealed in the ballot box to which any seals may be fixed by a Scrutineer.

(u) Any candidate at their own expense, may appoint a financial member of the union to act as their Scrutineer by notification in writing to the Divisional Branch Returning Officer. Any Scrutineers so appointed may be present at any stage of the counting of the ballot provided that the Divisional Branch Returning Officer is also present.

(v) The Divisional Branch Returning Officer shall proceed to count the ballot on the preferential system provided for in this rule, and the candidate or candidates receiving the necessary quota shall be declared elected. The counting of the ballot shall commence no later than on the first working day after the closing of the ballot and shall be completed as soon as is practicable.

(w) In the case of an equality of votes for any two or more candidates the Divisional Branch Returning Officer shall determine which of the candidates is elected, by declaring the

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candidate who currently holds the office being contested being elected, should no candidate hold the current office the Returning Officer shall declare the result by casting lots.

(x) The Divisional Branch Returning Officer shall declare the successful candidates elected and notify the National, Divisional and Divisional Branch Executive of the result of the ballot. The Divisional Branch Executive shall issue instructions for the publication of same in their minutes and in the journal or newspaper of the Divisional Branch. The Divisional Branch Returning Officer shall also notify each successful candidate by post and publish their names in at least one daily newspaper circulating in the Branch area. The date of completion of the ballot shall be the date of the declaration thereof.

(y) The successful candidate/s shall become the Divisional Branch delegate to the Divisional Conference.

(z) Should a vacancy occur of a Divisional Branch delegate to Divisional Conference Rule 13 sub-rule (vi) shall apply.

(aa) Any accidental or unavoidable omission or error in the carrying out or observance of this rule shall not invalidate an election if such omission or error appears not to have affected the result of an election.

(bb) In any election the Divisional Branch Returning Officer and any Scrutineer shall do all things necessary to preserve the secrecy of the ballot and shall conduct themselves in a sober, proper and impartial manner. Scrutineers shall, as far as practicable, be given the opportunity to be present at all stages of the ballot. They shall obey any directions given to them by the Divisional Branch Returning Officer. If any Scrutineers or Scrutineer are not present at any stage or stages of the ballot the Divisional Branch Returning Officer may proceed nonetheless.

(cc) Definitions:

"Preferential Voting" shall mean a system of voting in which the voter shall place the number 1 in the square opposite the name of the candidate for whom the voter gives as their first preference, and shall place the number 2, 3, 4 (and so on as the case requires) in the squares opposite the names of all the remaining candidates so as to indicate the order of the preference for them. In a ballot by the preferential system the valid ballot papers shall be separated into separate parcels, each such parcel containing all those papers on which first preference is indicated for the same candidate. If on the first count a candidate receives an absolute majority of first preference votes of total valid votes cast they shall be declared elected.

If no candidate has received an absolute majority of first preference votes the candidate with the fewest first preference votes shall be excluded and the ballot papers on which a first preference is indicated for such candidate shall be counted to the remaining candidates next in the voters' order of preference. If a candidate has then an absolute majority of votes they shall be elected, but if no candidate then has a majority of votes the process of excluding the candidate who has the fewest votes and the distribution of the voters' preferences shall continue until one candidate has received an absolute majority of votes. In cases where more than one position is to be filled the numbers placed opposite the candidates' names up to the number of positions to be filled shall be first preference votes and the procedure in respect to the distribution of preference shall be the same as is above prescribed where a ballot is for a single position. The candidates or candidate, as the case may be, who has received an absolute majority of votes shall be elected.

(dd) Those elected shall take office from 2 January in the year following the election.

(ee) This election rule shall apply to all divisions (except the Manufacturing Division) from 1996 and 1996 shall be the first year of such general elections.

18 - DIVISIONAL EXECUTIVE ELECTION

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(i) This Rule shall not apply to The Maritime Union of Australia Division and the Manufacturing Division.

(ii) There shall be a Divisional Executive composed in accordance with Divisional Rules and elected in accordance with such Divisional Rules.

(iii) Every Divisional Executive shall be elected either:

(a) by and from the Divisional Conference; or

(b) by direct ballot of the financial members of the Division.

(iv) The Divisional Officers at a national level shall be members of that Divisional Executive.

(v) The position of delegate to National Conference is to be held by the same person as is holding the position as Divisional Branch member of the Divisional Executive and the election to one position is to be an election to the other position, a removal from one position shall be a removal from the other and they are, for all purposes under these rules to be one and the same person and/or position.

19 - REMOVAL OF OFFICERS

Any Officer may be removed from office by majority decision of the National Executive, provided that such officer shall not be dismissed from office unless found guilty, in accordance with the Rules of the Union, of misappropriation of funds of the Union or a substantial breach of the Rules of the Union or gross misbehaviour or gross neglect of duty or has ceased according to the Rules of the Union to be eligible to hold office.

Any officer so removed from office shall have the right of appeal to the National Conference. In the event of the appeal being upheld the National Conference may order reinstatement to apply on such conditions as it considers the circumstances warrant.

In the event of the re-election of an Officer removed from office under this rule, such officer shall be reimbursed by a payment of monies that represent the difference between such salary the officer would have received had the officer not been removed from office and the amount of salary the officer received during the period the officer was removed from office.

20 - REFERENDA

1. On a decision of a majority of Divisions or Branches or Branches whose membership constitutes a majority of the members or on receipt of a petition signed by not less than 10 per cent of the financial members of the Union, the National Executive shall take a referendum of the whole of the members of the Union upon the matter or matters in the decision of the Divisions or Branches or in the petition. A decision reached by a majority of the actual votes recorded shall be binding on the Union and the members of the Union provided that the decision shall not affect the autonomy of any Division.

2. National Executive or National Conference may at any time of its own motion take a referendum of the whole of the members of the Union upon any matter it thinks fit.

3. The referendum referred to in this rule shall be conducted as follows:

National Executive shall:

Determine the question to be submitted to the members and the form of the ballot paper.

Fix the times for the despatch and return of ballot papers and give the necessary instructions for printing of same.

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Appoint a National Returning Officer and National Scrutineer in conjunction with Divisional Branch Returning Officers to conduct the ballot.

No material other than that authorised by the National Conference or National Executive shall be enclosed in the envelope in which the ballot paper is posted to the member.

In all other respects the referendum shall be held as nearly as practicable in the manner provided for the holding of elections of Divisional Branch delegates to Divisional Conference as set out in Rule 17 (iii) except that the roll of voters shall be the financial membership at the end of the calendar month immediately preceding the holding of the referendum.

21 - VACANCIES IN OFFICE

Where in accordance with the Rules of the Union, a National Officer ceases to hold office as the Divisional Officer entitled to hold a position as National Officer under Rule 16(i) hereof, such officer shall on and from the same time cease to hold office as a National Officer. Provided that the member who replaces such a person in the Divisional Officer's position shall also fill the vacancy created in the position of National Officer until such time as the National Officer's position can be filled in accordance with the rules governing casual vacancy. Provided further if the office of National Secretary becomes vacant the National Executive shall appoint a person, eligible under the rules to be elected to the office, to perform the functions and obligations of the office of National Secretary until such time as the National Secretary's office can be filled in accordance with the rules governing casual vacancy.

22 - DUTIES OF OFFICERS/MEMBERS

1. The following sets out the duties of the National Officers outlined herein.

2. National President:

   The National President shall preside at meetings of National Conference, National Executive and meetings convened by National Conference or National Executive if it is possible to be present.

   The National President shall have a deliberative vote only.

   The National President shall perform all duties assigned to him/her by the National Conference or National Executive and shall be responsible with the National Secretary for the allocation of duties and responsibilities arising from decisions of the National Conference or the National Executive.

3. National Secretary:

   The costs of the office of the National Secretary shall be borne by the Union.

   The National Secretary shall be responsible for the general correspondence of the Union, National finance, filing of documents, industrial returns and the carrying out of decisions made by National Conference or National Executive.

   The National Secretary shall have the power, subject to decisions of the National Executive and/or National Conference, to appoint, control and dismiss the clerical, industrial, research and accountancy staff of the National Office and allocate duties and responsibilities within the National Office.

   The National Secretary shall have prepared a properly audited financial statement of receipts and payments and all the funds and effects of the National Office, together with a statement of the assets and liabilities of the National Office for the year ending 31st December in each year.

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Such financial statement shall be presented to the National Executive for its approval and be published within the journal of the National Union.

The National Secretary shall carry out such other functions as shall be determined from time to time by the National Conference or National Executive.

The National Secretary shall be a member of each and every Divisional Executive and shall be for all purposes a full member of any Divisional Executive but shall not exercise a vote at any Divisional Executive of which such National Secretary is not, otherwise than under this Rule, a member.

The National Secretary is responsible for the keeping of minute books in which are recorded proceedings and resolutions of meetings of the National Executive Committee, National Executive and National Conference,

4. National Assistant Secretaries:

National Assistant Secretaries shall perform all duties assigned to them by National Conference and National Executive. They shall attend all meetings of National Conference and National Executive.

5. [Deleted]

6. National Vice-Presidents:

The National Vice-Presidents may assist the National President in the conduct of meetings and in the absence of the President, one of their number as determined by the National Executive may act as President.

A National Vice-President shall carry out such other duties as shall be determined from time to time by the National Conference or National Executive.

7. Members of National Executive and Delegates to National Conference:

Members of National Executive and delegates to National Conference shall attend meetings of those bodies when summoned so to do.

8. Within the National Executive Committee and, subject to the Rules relating to card voting on certain committees, for all internal Union purposes, the National Principal Officers shall have, as between each and all of them, the same status. Each may perform different functions and may have different responsibilities in accordance with these Rules and/or decisions of the National Executive/National Conference not inconsistent with these Rules.

9. No officers, employees, delegates or members shall be required to do, or required to omit to do, any act in breach of legislation applicable to the Union.

10. Except as provided for by resolution of a committee of management of the Union (including any committee of management of a Division, Branch, Divisional or District Branch thereof), it shall not be part of the duties of any delegate/steward, officer or employee, including organisers, whether temporary or not, to threaten, initiate, counsel, procure, induce, be involved in, engage in or be party to industrial action as defined by the Act or the BCI(IP) Act or unlawful picketing within the meaning of the BCI(IP) Act.

23 - FUNDS AND PROPERTY

(i) Each Division shall pay to the National Office and/or National Conference of the Union, on a basis which is proportionate to the respective financial membership of each Division, an amount that is determined by the National Conference or National Executive to enable it to fulfil its functions.

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Provided that each Division/Divisional Branch is responsible to meet all costs associated with the operation of its Division/Divisional Branch, including all costs associated with the attendance and participation by their representatives at meetings, including National Conference, National Executive Committee unless decided otherwise by the National Executive Committee.

(ii) A capitation fee or sustentation fee shall be paid by each Divisional Branch to the Division in accordance with Divisional rules.

(iii) Each Divisional Branch shall pay to the Branch of the Union for the geographic area covered by the Divisional Branch, a pro rata amount calculated on the basis of the proportion of financial members of the Branch in that Divisional Branch, an amount determined by the State Executive to enable it to fulfil its functions.

(iv) All moneys received by the National Office shall be paid to the credit of the Union on current account with a Bank or financial institution. All cheques shall be signed by two (2) persons who are a National Secretary, National Assistant Secretary, National President or two (2) National Executive members as nominated by National Executive resolution. All authorisations for the transfer and/or disbursement of funds shall be approved by two (2) persons who are a National Secretary, National Assistant Secretary, National President or two (2) National Executive members as nominated by National Executive resolution.

(v) All expenditure for ordinary purposes, namely, incurred in directly furthering the objects of the Union or in the expenses of management, may be disbursed by decision of the National Secretary and either the National President or National Assistant Secretary. Expenditure for other purposes authorised by the rules may be disbursed by a majority decision of the National Conference or National Executive.

(vi) The funds of the Union shall be under the control of the body which receives such funds pursuant to the Rules of the Union and such bodies shall deal with the funds on behalf of the Union. The funds and property of the Union shall be invested wherever possible in the name of the Union. Any moneys may have the name of the body controlling the funds added to the name of the Union. In the case of Divisions, money received by the Divisions shall be under the control of the body in that Division which, by the rules of that Division is given control and shall be invested in the name of the Union, subject to the last immediately preceding sentence hereof. Where it is not possible or convenient to hold property in the name of the Union the property shall be held in the name of trustees under the Rules of such bodies.

The funds of the Union may be invested in such securities as are permitted by the laws of any State of the Commonwealth for the investment of funds by trustees. Nothing in this sub-rule prevents the Union, a Division, a Branch or a Divisional Branch from entering into an agreement with a trade or industrial union or organisation of employees registered under any legislation of any State of the Commonwealth for the investment of funds on a joint basis or a basis on which the funds are held in common so long as the funds are treated, for all purposes, at least as funds of this Union or such of the funds as represent pro rata membership are so treated.

(vii) The funds or property of the Union, under the control of the National Office or Branch or Division or Divisional Branch in accordance with the rules of the Union, shall be under the control of the National Executive, or Branch or Division or Divisional Branch Committee of Management and/or Executive respectively.

(viii) Any fines, penalties, damages, costs or other sum(s) ordered by a court against the Union is, if the conduct of a Division's officers, employees, agents or members made the Union liable for such amount(s), to be funded by that Division.

24 - AUDITOR

The National Conference or National Executive shall appoint as auditor a competent person resident in the city in which the National Office is located who shall each year for the period ending 31 December audit the books and accounts of the Union and draw up a correct report on same.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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The Auditor shall, in the report, draw attention of the National Executive to any deficiencies or other matters which the Auditor may think proper. The Auditor shall have full and complete access to all the books and documents of the Union.

For the purpose of this Rule a competent person shall have the same meaning as in the RO Act and the RO Regulations made thereunder.

Upon receipt by the National Secretary of a petition, signed by not less than 5% of the members of the Union, requesting that a general meeting of members of the Union be called for the purpose of considering the auditor's report, the general purpose financial report and the operating report of the National Office, the National Secretary shall convene such meeting as soon as is practicable.

24A - POLICIES AND PROCEDURES - EXPENDITURE

(a) The Union shall develop and implement internal control policies and procedures relating to the expenditure of the Union, to ensure that the Union is conducted in accordance with the principles of good governance and to ensure accountability to members of the Union.

(b) Such policies and procedures shall be adopted by the National Executive and once adopted, shall be binding on all officers and members of the Union. Such policies and procedures must be identified in the resolutions of the National Executive as Rule 24A policies and procedures.

(c) Rule 24A policies and procedures must be published on the website of the Union with fourteen (14) days of their adoption.

(d) The provisions of sub-rules (a) to (c) herein shall apply, mutatis mutandis, to each Branch, Division and Divisional/District Branch of the Union.

25 - ALTERATION OF RULES

(a) The rules of the Union, or any of them, may be altered, rescinded, varied or made by the National Conference and/or National Executive. Proposals for alterations of rules may be forwarded by Divisions, Branches or any member of the National Executive or delegate to the National Conference and shall be forwarded to members and/or delegates with the notice calling the National Conference or National Executive, as the case may be, or so soon thereafter as is practicable. Provided that National Conference or National Executive may, in session, alter rules of which previous notice has not been given.

(b) Alterations to rules may be made, at the discretion of the National Secretary, by postal, telephonic, facsimile, email, written and/or any other means of communication as a ballot of National Conference or National Executive. Such a rule change will have the same effect as a change made in a session of the National Conference or National Executive.

(c) Notwithstanding the foregoing provisions of this rule, the rules of the Union and/or any of them may be repealed, altered and added to by the National Executive Committee on its own initiative and without any reference to National Conference or National Executive for the purpose of bringing rules into compliance with the Act , the RO Act or the Regulations thereto or to facilitate, assist in or give effect to an amalgamation decided upon by National Executive or National Conference or to overcome objections taken to an application by the Union for an alteration to its rules, for amalgamation or for registration under the RO Act.

(d) Provided that no rule change shall be effected without the approval of a Division, by either the National Conference, National Executive or National Executive Committee which affects the existence of that Division or interferes with its autonomy under these rules, including the internal structures of a Division.

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26 - RULES BINDING ON MEMBERS, BRANCHES AND DIVISIONS

These National Rules and all the rules of the Union, and all alterations, additions or rescissions thereof or thereto, shall apply to and be binding on all Divisions, Branches, and Divisional Branches and all sections of the Union and on all members who now, or who may hereafter, belong to the Union until they are made or become null and void according to the law.

26A - COMPLAINTS BY MEMBERS

1. Any financial member of the Union may raise a complaint over the actions of another member or members (including officers).

2. The complaint may be about a member or members:

   a. refusing to obey the rules of the Union;

   b. refusing to obey a policy of the Union;

   c. refusing to abide by a resolution carried at a properly constituted meeting of a management committee which has relevant control or management over the member;

   d. obstructing any properly constituted meeting of a management committee;

   e. obstructing any officer or employee of the union in the course of his/her duties;

   f. Misappropriation of the funds of the Union;

   g. engaging in gross misbehaviour;

   h. engaging in gross neglect of duty;

   i. wrongfully and unreasonably holding out that he or she holds an office or position in the Union;

   j. making a false charge or complaint against a fellow member, including a complaint under this rule; or

   k. aiding or encouraging any other member or members in any of the matters referred to above.

3. Members shall not subject a member who has made a complaint under this rule to adverse treatment.

4. The complaint must be raised in writing to the National Secretary. The complaint must clearly identify the member or members the subject of the complaint and the relevant action or actions that gave rise to the complaint. If the complaint is about the conduct of the National Secretary then the complaint may be raised with another National Officer.

5. The National Secretary (or if another National Officer receives the complaint, that National Officer) and at least one of the National Assistant Secretary, or National President may refuse to accept a complaint if he or she considers the complaint to be trivial.

6. The National Secretary must refer the complaint to the National Executive Committee for the purpose of appointing an Investigator.

7. The National Executive Committee shall appoint an Investigator. The Investigator must be a member of the National Executive. The Investigator must not be an officer from the same Division as the member or members the subject of the complaint.

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8. The Investigator shall investigate the complaint and provide a report to the National Executive Committee.

9. During the course of the investigation the Investigator may:

   a. interview members or officers for the purpose of the investigation, and
   b. require members or officers to provide documents relevant to the investigation.

10. Members will cooperate with the Investigator by attending interviews and providing all documents requested.

11. No one is entitled to legal representation during the investigation.

12. In the report the Investigator shall include his or her findings on the matters the subject of the complaint and include recommendations for action to be taken by the National Executive Committee. The Investigator may conclude that no action is necessary.

13. A copy of the Investigator's report shall be provided to the member who raised the complaint and to the member or members the subject of the complaint. Where the report recommends action against any member or members the member or members shall be given the opportunity to respond to the Report before the National Executive Committee considers any action.

14. Upon receipt of the Investigators report the National Executive Committee may take action in accordance with the recommendations of the Investigator's or take other action, as it considers appropriate.

15. Any decision of the National Executive Committee to take action against a member or members may be appealed to the National Executive.

16. The procedure in this rule shall apply in addition to any other procedure in the rules dealing with complaints about the conduct of members

27 - DIVISIONS

(i) There shall be Divisions of the Union established, in accordance with the Rules of the Union. Such Divisions shall be established on a basis of industry or occupation.

There shall be three (3) Divisions of the Union as follows:

(a) the Construction and General Division;
(b) the Manufacturing Division; and
(c) [deleted]
(d) The Maritime Union of Australia Division.

(ii) Each Division shall have autonomy to decide matters which do not directly affect the members of another Division without any interference by any other body within the Union, including but not limited to:

(a) The industrial interests of its members.

(b) The election of officers within the Division.

(c) Matters arising from the Objects of the Division.

(d) Structure of the Division.

(iii) Each Division shall have autonomy in relation to its funds and property.

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(iv) Each Division shall have rules and have power to make, alter or rescind such rules, to be called Divisional Rules. Without limiting the generality of the foregoing paragraph, each Division shall have power to determine policy for that Division, not inconsistent with the rules and policy of the Union as decided by National Conference or National Executive.

(v) If there is any environmental matter that directly affects the employment of members of one Division only, then that Division whose members are so affected shall have the power to determine the policy of the Union on that matter.

(vi) Divisions, other than the Manufacturing Division, shall, in accordance with their rules, have Branches along a geographic, occupational or area basis which branches of a Division will be called Divisional Branches and may have more than one divisional branch in a State or Territory divided on a geographic or occupational basis.

(vii) Any Division may, in accordance with their rules, allocate any Branch of the Union or any other Divisional Branch of any Division of the Union the responsibility for a Divisional Branch or part of a Divisional Branch where it is, in the opinion of the Division not appropriate or economic to establish and/or maintain a separate Divisional Branch in that area.

(viii) Where any Division allocates any of its Divisional Branches to a Divisional Branch of another Division, the latter Divisional branch shall pay capitation fees to and be represented by the first mentioned Division on the basis of the number of members so allocated.

28 - BRANCHES

(i) There shall be branches of the Union in the States of Queensland (including the Northern Territory), New South Wales, Victoria, Tasmania, Western Australia, South Australia, and in the Australian Capital Territory, and in such other States or places as may be decided.

Provided that it shall be open to the National Conference or the National Executive to abolish any Branch.

Such Branches shall have the function of co-ordinating Divisional Branches at a State or Territory level, dealing with matters affecting only that State and more than one Division and any other matter that Divisions or Divisional Branches agree should be dealt with by such Branch.

(ii) Branches may make alter or rescind By-laws, not inconsistent with the Rules of the Union.

(iii) A Branch shall be bound by

(a) the decisions of the National Conference,

(b) National Executive and,

(c) in relation to any matter affecting one Division only, a Divisional Executive;

and Branch Officers shall be bound by directions of the National Executive Committee.

(iv) Provided that in the case of a decision of one Division affecting in any way the operation of a Branch, the Branch may appeal to the National Executive.

29 - AGREEMENTS WITH STATE UNIONS

(i) The Union, any Branch thereof may make agreements under s.151 of the RO Act with any State Union to the effect that members of the State Union shall be eligible for membership of this union.

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(ii) The Union, any Division thereof, any Divisional Branch thereof, may take all and any step which, as a matter of practice or law, may overcome the separation of State Unions from any section of this Union with the same or substantially the same members and may take all or any step, including amalgamation to effect one union in the industry or industries covered by this Union.

30 - AGREEMENTS

(a) Subject to these Rules, any agreement may be executed by a National Secretary and either a National President, the National Assistant Secretary or a National Vice-President.

(b) Any agreement which directly affects the employment or conditions of employment of members of only one Division shall be executed by that Division in accordance with its rules.

(c) Any agreement which directly affects the employment or conditions of employment of members of only one Divisional Branch may be executed by the Divisional Branch in accordance with its rules.

(d) Any agreement which directly affects the employment of members of only one Branch may be executed by the Branch in accordance with its rules.

31 - CLAIMS AND INDUSTRIAL DISPUTES AND PROCEEDINGS

(a) Claims, logs of claim, demands and/or requests of the Union or any part thereof may be compiled, made, served and/or otherwise propagated by a National Secretary or National President or National Assistant Secretary or any person authorised by a National Secretary or National President or National Assistant Secretary so to do.

(b) A Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) or any person authorised by a Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) may make, compile, serve and/or otherwise propagate a claim, logs of claim, demands and/or requests of the Union in so far as it affects members of the Division of which the Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) is an officer. To avoid any doubt, such claims, logs of claim, demands and/or requests may affect, directly or indirectly, members of another Division so long as they are persons who are eligible to be members of the Division from which the Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) emanates.

(c) Any of the officers referred to in paragraph (a) or, subject to the limitations contained in paragraph (b) and the necessary changes being made, any of the officers referred to in paragraph (b), may submit, on behalf of the Union for conciliation or arbitration or both, or authorise the submission or institution on behalf of the Union, any claims, logs of claim, demands and/or requests or any industrial dispute arising therefrom or any other industrial dispute howsoever arising on behalf of the Union or otherwise institute any proceedings whatsoever on behalf of the Union.

(d) This Rule has effect notwithstanding any other Rule of the Union or any Division thereof and no claims, logs of claim, demands and/or requests, shall be invalidated, rendered void or otherwise treated as void or unauthorised if issued by a National President, National Secretary, National Assistant Secretary, Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary), or any person authorised by any such officers and shall be taken for all purposes and at all times to be claims, logs of claim, demands and/or requests of the Union for all purposes. Provided that, the National Executive, National Conference or, in the case of a claim, logs of claim, demands and/or requests issued by a Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) or on such officer's authorisation, the relevant Divisional Conference or Divisional Executive may rescind and/or withdraw such claims, logs of claim, demands and/or requests and upon such decision of the National Conference, National Executive, Divisional Conference or Divisional Executive, as the case may be, the claims, logs of claim, demands and/or requests shall be withdrawn and thereafter treated as if it were null and void.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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(e) The National Secretary, National Assistant Secretary, National President, Divisional Secretary and/or Divisional Assistant Secretary (including the TCF National Secretary) shall have full power to transact all business and do or authorise all acts and things in connection with any dispute arising from any claims, logs of claim, demands and/or requests, howsoever made and by whomsoever made and such officer may delegate such functions either generally or specifically.

(f) [deleted]

(g) The taking of industrial action (within the meaning of the Act) or picketing or unlawful industrial action or unlawful picketing within the meaning of the BCI(IP) Act by members is not authorised by the Union without the consent of a committee of management of the Union (including any committee of management of a Division, Branch, Divisional or District Branch thereof).

Provided however that the preceding paragraph shall not restrict the right of a person or body duly authorised by such a committee of management to authorise industrial action in accordance with the Act.

32 - REGISTERED OFFICE

The registered office of the Union shall be the Office of the National Secretary and shall be at 500 Swanston Street, Carlton in the State of Victoria, or such place as National Conference or National Executive shall decide.

33 - REGISTERED OFFICER

(i) Without limiting the powers conferred by any State or Commonwealth law, the Union shall, while it remains corporate, sue and be sued by its corporate name and style.

(ii) The proper officer of the Union shall, for all purposes, be the National Secretary.

(iii) Nothing in this rule affects the operation of any other rule relating to the powers of a Division or Divisional Branch Secretary.

34 - DISSOLUTION

The Union shall not be dissolved unless all of the existing Divisions agree. Provided that a Division shall cease to exist wherever the number of financial members of that Division is reduced to less than one thousand (1,000) members.

Where a Division ceases to exist and the Union continues, the property of that defunct Division shall be vested in the Division to which the members of the defunct Division are allocated.

Where the Union is dissolved the property of the Union shall be vested in the trustees of each existing Division at the time of dissolution for the benefit of the members thereof on the basis that each such Division will continue to hold its own property and funds and any property or funds not vested at the time of dissolution in a Division shall be divided between the existing Divisions on a basis proportionate to the membership of each such Division.

35 - RECOVERY OF DUES

All claims for contributions, levies, fines, fees or liabilities of any kind due or payable to the Union by members may be sued for in the name of the Union by the National Secretary or by the Divisional Secretary, or Divisional Branch Secretary to which the member is attached, or by any other person or body authorised by the rules of the Union including the rules of any Divisional Branch or the Rules of any Division.

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36 - LEVIES

(i) Levies may be imposed for the purpose of carrying out any of the objects of the Union and for assisting the members of this or any other Union or body having objects similar in whole or in part to those of this Union.

(ii) The amount of any levy shall be decided by a majority of the National Conference or National Executive and shall not exceed $50.00 and when so decided shall be binding on all members or sections of members as National Conference or National Executive may decide.

(iii) A Division or Divisional Branch may impose a levy on its members.

(iv) A levy may be of one specific sum, payable at one specific time, or may be for a weekly, fortnightly or monthly period, payable for a certain specific period.

All levies shall be added to contributions and shall be a first charge against all payments made by members of the Divisional Branch.

37 - VOTING OF NATIONAL CONFERENCE OTHERWISE THAN AT MEETINGS ASSEMBLED

(a) If the National Secretary shall consider it advisable to submit any matter, including the imposition of a levy or the alteration or rescission of a rule, to a vote of National Conference at any time when it is inconvenient to call National Conference together, the National Secretary may submit a resolution dealing with the matter to the delegates or members, by letter, telephone, email, in writing, by computer link and/or by any other means of communication or a mixture of these means.

(b) For ballots of the National Conference, a copy of such resolution shall, as soon as practicable thereafter, be sent to each Branch Secretary and each Divisional Secretary. The votes on such resolution shall be returnable to the National Secretary at such time as the National Secretary shall fix. The result of such vote shall be binding and enforceable in the same manner as a decision arrived at in meetings assembled.

(c) Provided that where no record can be kept of the vote and/or decision, such a record shall be created and a copy of that record sent to each person entitled to vote or, in the case of computer linkages, the record is such that it can be viewed and/or copied by the person entitled to vote.

(d) No amendment shall be allowed on any such resolution, but if it is negative any delegate may request the National Secretary to submit in a like manner a further resolution bearing on the same matter. In the event of the National Secretary being requested to submit more than one such resolution, the order in which same shall be submitted shall be in the absolute discretion of the National Secretary.

(e) The National Secretary shall keep a register of names and addresses of members of the National Executive and delegates to National Conference from the names submitted by Divisional Branch Returning Officers, Divisional Returning Officers and the National Returning Officer and such register shall be conclusive evidence of the correct name and address of such members and/or delegates.

(f) Divisional Secretaries and Divisional Branch Secretaries (as the case may be) shall within fourteen (14) days of the election of delegates to National Conference and members of the National Executive and/or National Executive Committee notify the National Secretary of their names and addresses.

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38 - STANDING ORDERS

Motions - How Dealt With:

1. All motions shall be of an affirmative character and must be moved and seconded by delegates or members. Such motions become the property of Conference or Executive and can only be withdrawn by leave thereof. The discussion on any motion shall not exceed 60 minutes unless a majority of delegates or members present agree to an extension of time.

2. Unless a delegate or member rises to oppose a motion or propose an amendment thereto, the motion shall be immediately put to the meeting for decision.

3. A motion may be superseded at any time by another motion "that it be discharged from the agenda paper" or "that the next business be proceeded with" being resolved in the affirmative.

4. A motion may be amended at any time during the debate thereon always provided that the substance of the original motion be retained. If the amendment is carried it then takes the place of the motion.

5. Any number of amendments may be proposed and discussed with the motion. For the purpose of the debate the motion shall be the question before the chair. Amendments shall be put to the vote in the order in which they are received. If there is no further discussion, or if the motion "that the question be now put" is carried, the mover of the original motion may reply.

6. All motions shall be put to the meeting by the chairperson in a clear manner by asking for the "ayes" to vote first and then the "noes". The chairperson's decision as to which has the majority will be final unless a show of hands is called for. The chairperson shall then count the votes for and against the question.

   If the votes are equal the question is resolved in the negative.

7. A mover of a motion to be allowed 15 minutes to introduce and five minutes to reply. Other speakers 10 minutes unless a majority of the delegates or members present agree to an extension of time.

8. Right of Speaker: Any delegate desiring to speak shall rise and address the chairperson. If two or more delegates or members rise at the same time the chairperson shall call upon the one who, in the Chairperson's opinion, first rose. Provided that no delegates or members can speak more than once upon any question (which shall include the original motion and all amendments thereto) before Conference or Executive, except -

   (a) In reply as the mover of the original motion.
   (b) In explanation or correction of some matter during the debate.
   (c) Upon a point of order raised during the debate.
   (d) Upon a resolution being carried "that the delegate now be heard".

9. A delegate or member will not be held to have spoken who simply used the words "I second the motion" or "amendment", as the case may be; but for the purpose of debate shall be considered the second speaker in favour of the proposal seconded by that delegate or member.

10. No more than two delegates or members shall be allowed to speak for or against any question in succession. If at the conclusion of the second speaker's remarks no member rises to speak on the other side of the motion or amendment, it shall be put to the vote.

11. Any delegate or member speaking shall at once resume their seat -

    (a) If the chairperson rises to speak; or
    (b) If a point of order is raised.

    and shall not resume their speech until the point of order is decided.

12. No delegate or member may speak to any question after it has been put by the chairman or during the taking of the vote.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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REPORTS

A report containing a recommendation may be discussed on a motion being moved for its adoption which, upon being carried, will signify the will of Conference or Executive thereon.

If the report contains any recommendation it shall be competent for a delegate or member to move a resolution arising out of and relative to the report to obtain the opinion of Conference or Executive on the matter.

ADJOURNMENT OF CONFERENCE OR DEBATE

A motion for the adjournment of Conference or Executive may be proposed at any time during the meeting thereof or for the adjournment of the debate, and shall be at once put to the meeting by the chairperson unless time is mentioned. An amendment to alter the time can be proposed upon a motion for adjournment only if time is mentioned as part of such motion and can apply thereto.

ADJOURNMENT OF STATED TIME

When a motion for the adjournment of a debate to any stated day or time has been carried, such motion shall not be abrogated unless with the consent of Conference.

CHAIRPERSON'S RULINGS

The chairperson's rulings on all points of order shall be final unless at the time a motion is carried that such ruling be disagreed with. When a motion to disagree with the ruling of the chairperson has been duly proposed and seconded, the chairperson shall leave the chair until the motion has been disposed of by Conference or Executive. The mover only shall speak to the motion and the chairperson may explain the reasons for the ruling given. The motion shall then be put to the meeting by the Vice-Chairperson.

SUSPENSION OF ORDER OF BUSINESS

It shall be competent by a majority vote of the delegates or members present for Conference or Executive to suspend the order of business.

SITTING AS A COMMITTEE

Conference or Executive may at any time, by a resolution agreed to by a majority of delegates or members present, resolve itself into a committee of the whole. The rules governing the business of Conference or Executive shall be observed when in Committee.

39 - ABSENTEE VOTING

If a member who is entitled to vote at any election held under these rules or any other rules of the Union will be absent from their usual address during a ballot such member may apply to the Returning Officer for a ballot paper to be sent to them at an address which they nominate.

40 - MANNER OF SUMMONING MEETINGS

The National Executive, the State Executive, a Divisional Executive or a Divisional Branch Management/Executive Committee may, in their absolute discretion, summon meetings of members over which they have authority and/or responsibility from time to time.

If such meeting is called notice shall be given in a union journal circulating in the area covering the members to which the meeting relates or in a mass circulation daily newspaper circulating in the area in which the meeting is to be held and such publication shall be issued at least fourteen days before the date of the meeting. The notice of such meeting shall specify the day, the date, the time and the place of such meeting.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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41 - SPECIAL RULE AND AMALGAMATIONS

For all the purposes of the RO Act, as amended, and, without limiting the generality thereof, for the purposes of amalgamation of this organization with other organizations, the National Executive shall, notwithstanding any other rule to the contrary, be the Management Committee and shall be authorised to take all steps to effect an amalgamation and alter any rules for that purpose.

A vote of the National Executive for the above or any other purpose may be taken by the National Secretary by telephone, facsimile, post or other means of delivery of written text, or orally, or any combination thereof and such vote shall be an effective and binding decision of the National Executive.

The National Executive is empowered to delegate to any officer the task of implementing such amalgamation.

42 - TRANSITIONAL PROVISIONS – ORIGINAL AMALGAMATION

(i) **Upon Amalgamation**

On and from the date of amalgamation there shall be five (5) Divisions of the Union, being the Building Unions Division, the ATAIU Division, the UMW Division, the FEDFA Division and the FFTS Union Division. The Building Unions division shall be the former BWIU/Plasterers Division together with members and officers of the OPDU.

The Building Unions Division shall consist of those persons eligible and continuing to be eligible for membership of the union under Rule 2 (A) and (B), the ATAIU Division shall consist of those persons eligible and continuing to be eligible for membership of the Union under Rule 2 (C), the UMW Division shall be those persons eligible for membership and continuing to be eligible for membership of the union under Rule 2 (D) and the FEDFA Division shall be those persons eligible for membership and continuing to be eligible for membership of the Union under Rule 2 (E). The FFTS Union Division shall consist of all persons eligible and continuing to be eligible for membership of the Union under Rule 2(F) including all former members of the previously registered FFTS.

While the FFTS Union Division continues its separate existence, the demarcation between the FFTS Union Division and the other Divisions of the CFMEU shall be in accordance with the above demarcation on the basis of the status quo and custom and practice of coverage as it existed between the previously registered The Federated Furnishing Trade Society of Australasia and the CFMEU including therein demarcation disputes which have been determined by either State or Federal industrial authorities. Where any disagreement occurs between the FFTS Union Division and any other Division of the Union the matter shall be referred to the National Executive which shall determine the demarcation appropriate but such determination shall be based on the principles enunciated in this paragraph.

(ii) Upon amalgamation no person who was previously a member of either the CFMEU or OPDU or FFTS shall be liable for any entrance fee over and above the entrance fee already paid by such financial members.

(iii) **After Amalgamation**

Subject to any changes made by unanimous decision of the National Executive Committee following amalgamation, there shall be a restructuring of the Divisions on the following basis:

(a) There shall be created a restructured Mining and Energy Division which shall consist of all members of the union eligible to be members under Rule 2 (D) and all members, including members eligible under Sub-Rules 2 (A), (B), (C) and (E) employed in the Mining, Exploration and Energy Industries and all members employed in the County of Yancowinna:

(b) There shall be created a Forestry and Forest, Building Products Manufacturing Division (herein after referred to as the Forestry Division) which shall consist of all members of the union eligible to be members under Rule 2 (C) and all members, including members eligible

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under Sub-rules 2 (A), (B) and (E) employed in the following sectors of the industry (or occupations within them):

Forest and forest products industry,

Pulp and paper industry,

Timber and building related manufacturing industry including joinery, wall frame/roof trusses, furniture, aluminium windows, glass window manufacturing and any other sectors of manufacturing activity as agreed to between the ATAIU and the Building Unions and FEDFA Divisions of the union.

This sub-rule up until April 3rd 2000 shall be read subject to the agreement entitled CFMEU Forestry Division and CFMEU Construction & General Division Translation Agreement dated September 2nd 1998.

(c) There will be a Construction and General Division which shall consist of all members of the union employed in or in connection with the Construction industry (including shopfitting) and all other members of the Union not referred to in sub-rules (iii) (a) (b) and (d) herein.

(d) deleted

(iv) The transfer of members from any Division to any other Division in accordance with the restructuring proposals in sub-rule (iii) herein, shall be on terms as agreed to by the Divisions concerned in the transfer and sub-rule (iii) shall be used as the basis of an agreement.

(v) In the event of further amalgamations other Divisions may be established.

(vi) deleted

(vii) deleted

(viii) deleted

(ix) deleted

(x) Upon restructuring in accordance with this rule and on the transfer of members from one Division to any other Division an agreed number of officers of the Division from which the members are from shall transfer with such members, such officers to be agreed between the respective Divisions prior to transfer.

(xi) In any restructuring of any Division within the union the principle to be applied shall be that any officer or officers who, by agreement, are transferred to a Division from another Division as representative of or in conjunction with members so transferred shall be allocated positions on the appropriate decision making bodies of the Division of which such transferred Officer becomes a member. The determination of a position or positions referred to in this sub-rule shall have regard to the classifications and number of members transferred to a Division and the structure of the decision making bodies of the Division established in accordance with these Rules.

(xii) deleted

(xiii) deleted

(xiv) In this rule the CFMEU shall, where the context permits, mean the new CFMEU being the amalgamated organisation the Construction, Forestry and Maritime Employees Union and where not otherwise permitting shall mean the old CFMEU being the Construction Forestry and Mining Employees Union prior to amalgamation.

FEDFA where it is not referring to a division of the amalgamated organisation shall mean The Federated Engine Drivers' and Firemens' Association of Australasia.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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OPPWF shall mean The Operative Plasterers' and Plaster Workers' Federation of Australia.

UMFA shall mean the formerly registered United Mineworkers' Federation of Australia.

ATAIU where not referring to a division shall mean the formerly registered Australian Timber and Allied Industries Union.

Qld shall mean Queensland.

BWIU where not referring to a division shall mean the formerly registered The Building Workers' Industrial Union of Australia.

NSW where appearing shall mean New South Wales.

WA where appearing shall mean Western Australian.

SA where appearing shall mean South Australian or South Australia as the context permits.

FFTS means, where it is not accompanied by the term "Union Division", The Federated Furnishing Trade Society of Australasia.

OPDU shall mean "The Operative Painters and Decorators Union of Australia".

BLF shall mean "The Australian Building Construction Employees and Builders Labourers' Federation".

(xv) (a) Where an amalgamation has occurred, on or after the amalgamation day, all assets and liabilities of the deregistered organisation or of an association with which a merger takes place shall cease to be assets and liabilities of that organisation or association and become assets and liabilities of this Union.

(b) For all purposes and in all proceedings, an asset or liability of a deregistered organisation or association existing immediately before the date upon which the amalgamation took effect is taken to have become an asset or liability of this Union on that day.

(c) All agreements existing at the respective dates of amalgamation and/or merger of all unions which have amalgamated to form the CFMEU shall be binding on the CFMEU on the basis that the CFMEU shall, to the extent possible, fulfil the obligations and obtain the benefits through the Division of the Union corresponding to the Union that entered the agreement, or, where there is no corresponding Division, corresponding to the Division into which the amalgamated union has merged. Any reference to any such agreement to any union which has or shall amalgamate and/or merge with this Union shall be taken to be a reference to this Union operating through the Division or Divisional Branch corresponding to the former union or into which the former union has merged. Any reference to any officer or body in the former union shall be taken to be a reference to the same officer or body in the Division corresponding to the former union or into which the former union has merged. Any reference herein to the term "agreement" shall include, and be deemed always to have included, any instrument as defined in the Industrial Relations Act, 1988.

(d) For the purposes of the above and in accordance with the scheme of amalgamation in relation to each past amalgamation, the following shall be the rights and obligations of the Divisions and shall be deemed always to have been the case:

* The United Mineworkers Federation of Australia shall be and be deemed always to have been a union that corresponds to the UMW Division and/or the Mining and Energy Division;

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* The Australian Timber and Allied Industries Union (ATAIU) shall be and be deemed always to have been a union that corresponds to the ATAIU Division and/or Forestry Division;

* The Federated Engine Drivers and Firemen's Association of Australasia shall be and be deemed always to have been a union that corresponds to the FEDFA Division;

* The Operative Plasterers and Plaster Workers Federation of Australia shall be and be deemed to be a union which has merged into what is now called the Building Unions Division of the CFMEU and any reference to an officer of the OPPWF shall be and be deemed always to have been always a reference to the corresponding office in the Building Unions Division, i.e. Federal Secretary shall be read Divisional Secretary, Branch shall be read as Divisional Branch, Branch Secretary shall be read as Divisional Branch Secretary in each case of the Divisional Branch of the Building Unions Division relevant thereto, etc.;

* The Federated Furnishing Trades Society of Australasia shall be and be deemed always to have been a union which corresponds to the FFTS Division of the CFMEU;

* The Operative Painters and Decorators Union of Australia shall be and be deemed to be a union which has merged into the Division now called the Building Unions Division of the CFMEU and any reference to the Operative Painters and Decorators Union of Australia shall be deemed to have been and be a reference to the CFMEU, Building Unions Division. Any reference to an officer or body of the OPDU shall be read as a reference to the office or body of the Building Unions Division of the CFMEU equivalent thereto, e.g. Federal Secretary shall be read as Divisional Secretary, Branch shall be read as Divisional Branch, Branch Secretary shall be read as Divisional Branch Secretary, Branch Assistant Secretary shall be read as Divisional Branch Assistant Secretary, etc.

* The Builders Labourers Federation shall be and be deemed to be a Union which has merged into the Division now called The Construction and General Division of the CFMEU and any reference to the Builders Labourers' Federation shall be deemed to have been and be a reference to the CFMEU, Construction and General Division.

(e) Where, after amalgamation there is more than one officer holding a position to which a reference is made in any instrument, as defined in the Industrial Relations Act 1988, the body or bodies within the Union to which the officer answers shall, unless the context of the instrument otherwise necessitates, decide which of the number of officers shall exercise the functions, rights and/or responsibilities referred to in the instrument. For example, where the reference is by virtue of the foregoing provisions to a Divisional Officer at the national level, the Divisional Executive shall decide which of the number of officers filling the positions shall exercise those functions, rights and/or responsibilities. Where the officer is, in accordance with the above, a Divisional Branch officer, the Divisional Branch Management Committee (or its equivalent) shall decide which of the number of officers shall exercise the functions, rights and/or responsibilities given to that officer in any such instrument.

(xvi) (i) Any reference in this Rule to BWIU/Plasterers Division or Building Unions Division shall, where the context permits, be taken to be a reference to the Construction and General Division;

(ii) Any reference in this Rule to ATAIU Division shall, where the context permits, be taken to be a reference to the Forestry Division;

(iii) Any reference in this Rule to UMW Division shall, where the context permits, be taken to be a reference to the Mining & Energy Division.

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42A - DELETED

42B - MERGER WITH ABCE & BLF

(i) On and from 31 March 1994 the Australian Building Construction Employees and Builders Labourers Federation and, to the extent legally possible, the Australian Builders' Labourers' Federated Union of Workers - Western Australian Branch, the Australian Building and Construction Workers' Federation, the Australian Building, Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees shall merge with and/or amalgamate with and/or into the CFMEU and become an integral, inseparable and inseverable part of the CFMEU and the Building Unions Division thereof.

(ii) On and from the day fixed for the amalgamation and/or merger in paragraph (i) herein, all assets and liabilities of the Australian Building Construction Employees and Builders' Labourers' Federation (the BLF) shall merge with the assets and liabilities of the CFMEU to be held and controlled in accordance with the rules of the CFMEU, by the Building Unions Division and/or Divisional Branches created by the Rules of the Union and shall be treated as if such assets and liabilities were, at all times, the assets and liabilities of the CFMEU. Such funds shall to the extent that prior to 31 March 1994 they were funds under the control of a BLF Branch, except in the case of the BLF Victorian Branch, be and become funds under the control of the respective Construction Labourers' Divisional Branch established consequent upon these Rules and, otherwise held by the Building Unions Division as Divisional Funds.

(iii) For all purposes and in all proceedings, an asset or liability of the BLF existing immediately before the day fixed for the amalgamation and/or merger is taken to have become and to have become and to have been at all times an asset or liability of the CFMEU on and from the day fixed for the amalgamation and/or merger. Provided that any liability of BLF Federal Fund to any Branch Fund or vice versa shall continue to be a liability of the Division or Divisional Branch Funds respectively.

(iv) On and from the day fixed for the amalgamation and/or merger an instrument in which the BLF is mentioned (other than the Builders' Labourers' Federation Cancellation of Registration Act, 1986 and the Builders' Labourers' Federation (Cancellation of Registration - Consequential Provisions) Act, 1986) continues in full force and effect. The instrument has effect, in relation to acts, omissions, transactions and matters done, entered into or occurring on or after the day fixed for the amalgamation and/or merger as if a reference in the instrument to the BLF were a reference to the amalgamated organisation. Provided that any instrument which is inconsistent with the Rules of the CFMEU shall have no force and effect except in so far as it prejudices the rights of a bona fide purchaser for value without notice.

(v) All officers of the CFMEU and BLF shall take all such steps as are necessary and/or desirable to ensure that the amalgamation and/or merger is fully effective including that holding of all necessary meetings, the passage of all necessary resolutions, the making of all necessary applications and the execution of all necessary documents to give effect to this agreement.

(vi) On and from the day fixed for the amalgamation and/or merger any and all members of the remaining branches of the BLF, if not already members of the CFMEU, shall be and become members of the CFMEU and be treated in the CFMEU as if all of the period of their membership in the BLF was membership in the CFMEU (except as otherwise provided for in the specific rules dealing with the merger in the rules of the Building Unions Division).

(vii) On and from the day fixed for the amalgamation and/or merger there shall be a National Senior Vice-President (Builders Labourers) with the same status and standing as any other Senior Vice-President and whomsoever occupies the position of Divisional Senior Vice-President (Builders Labourers) shall be the National Senior Vice-President (Builders Labourers).

42C - AMALGAMATION WITH FBTPU

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(i) On and from the date of amalgamation with the Federated Brick Tile and Pottery Industrial Union of Australia ("the FBTPU"), and notwithstanding the provisions of Rule 13(ii) herein, the Clay and Ceramics Industry Divisional Branch shall be entitled to two delegates to National Conference, one of whom shall be the Industry Divisional Branch Secretary and the other shall be the Industry Divisional Branch President.

(ii) On and from the date of amalgamation with the FBTPU, the Industry Divisional Branch Secretary of the Clay and Ceramics Industry Divisional Branch shall, ex officio, be a member of the National Executive of the CFMEU.

(iii) Delegates to the National Conference and National Executive of the Union from the Clay and Ceramics Industry Divisional Branch shall, for the purposes of determining the vote which they are entitled to exercise on those bodies in accordance with Rule 13(iii) herein, be taken to have derived from the Construction and General Division and shall be counted as members of the Divisional Executive of that Division.

(iv) On and from the date of amalgamation, the Clay and Ceramics Industry Divisional Branch shall be entitled to two delegates to the Divisional Conference of the Construction and General Division, one of whom shall be the Industry Divisional Branch Secretary and the other shall be the Industry Divisional Branch President (Honorary) of the Clay and Ceramics Industry Divisional Branch.

(v) On and from the date of amalgamation, the Industry Divisional Branch Secretary of the Clay and Ceramics Industry Divisional Branch shall, ex officio, be a member of the Divisional Executive of the Construction and General Division of the CFMEU.

(vi) The provisions of this rule shall not be altered or amended by the National Conference or National Executive or the Construction and General Division, Divisional Conference or Divisional Executive, whilst ever the Clay and Ceramics Industry Divisional Branch exists, without the consent of the Management Committee of the Industry Divisional Branch.

42D - DELETED

42E - TRANSITIONAL RULE – MUA AND TCFUA

(i) The provisions of this Rule shall apply notwithstanding anything elsewhere contained in the Rules of the Union.

(ii) This Rule is intended to enable the amalgamation of the Union with The Maritime Union of Australia ("MUA") and the Textile, Clothing and Footwear Union of Australia ("TCFUA").

(iii) For the purposes of this Rule, "amalgamation date" shall mean the date fixed in accordance with section 73 of the RO Act as the day on which the amalgamation of the Union, the MUA and the TCFUA takes effect.

(iv) This Rule shall take effect on the amalgamation date.

(v) On and from the amalgamation date, the Forestry, Furnishing, Building Products and Manufacturing Division shall be known as the Manufacturing Division.

(vi) This Rule shall be read in conjunction with Rule 68 of the Rules of The Maritime Union of Australia Division and Rule 44 of the Rules of the Manufacturing Division.

(vii) (a) On the amalgamation date, the National Officers of the Union shall be those National Officers holding office on the date preceding the amalgamation date together with one (1) International President the office of which shall be held by the Divisional National Secretary of The Maritime Union of Australia Division and two (2) additional National Vice Presidents. The office of one (1) additional National Vice President shall be held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the office of the other additional National Vice President shall be held by the TCF National Secretary.

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(b) Provided that (other than the office of National Vice President referred to in paragraph (a) above held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the additional office of National Vice President referred to in paragraph (a) above held by the TCF National Secretary), the National Officers shall, unless they resign or are removed from office in accordance with the Rules of the Union, continue to hold office until 31 December 2018.

(c) The National Officers (other than the office of National Vice President referred to in paragraph (a) above held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the office of the additional National Vice President referred to in paragraph (a) above held by the TCF National Secretary) elected in 2018 shall commence office on 1 January 2019.

(viii) On the amalgamation date, the National Executive Committee shall consist of the National Officers referred to in sub-rule (vii)(a) above, those members of the National Executive Committee who were members of the National Executive Committee on the day preceding the amalgamation date and four (4) additional National Executive Committee members of The Maritime Union of Australia Division being the Divisional Deputy National Secretary, the two (2) Divisional Assistant National Secretaries and the Divisional Deputy National Presiding Officer.

(ix) On the amalgamation date, the National Executive shall consist of the National Officers referred to in sub-rule (vii)(a) above; the other members of the National Executive Committee referred to in sub-rule (viii) above, the other members of the National Executive who were members of the National Executive on the day preceding the amalgamation date together with the principal officers of each Divisional Branch of The Maritime Union of Australia Division that is not otherwise a member of the National Executive Committee and, in the case of Manufacturing Division, the Senior Vice President (TCF) and the additional Divisional Assistant Secretary established pursuant to Rule 44 the Rules of the Manufacturing Division.

(x) Casual vacancy

Any casual vacancy arising in respect of any office referred to in sub-rules (vii), (viii) and (ix) above shall be dealt with in accordance with Rule 16 (vii).

(xi) MUA Membership

On the amalgamation date, any period of membership and/or financial membership in the MUA in accordance with that Union's Rules prior to the amalgamation date, shall be deemed to be for all purposes a period of membership and/or financial membership of the Union. Any period of unfinancial membership in the MUA in accordance with that Union's Rules prior to the amalgamation date shall be deemed to be for all purposes a period of unfinancial membership of the Union.

(xii) TCFUA Membership

On the amalgamation date, any period of membership and/or financial membership in the TCFUA in accordance with that Union's Rules prior to the amalgamation date, shall be deemed to be for all purposes a period of membership and/or financial membership of the Union. Any period of unfinancial membership in the TCFUA in accordance with that Union's Rules prior to the amalgamation date shall be deemed to be for all purposes a period of unfinancial membership of the Union.

42F - TRANSITIONAL RULE – WITHDRAWAL OF THE MINING & ENERGY DIVISION

(i) Following withdrawal from amalgamation of the former Mining & Energy Division, there shall be a restructuring to remove that Division. The remaining divisions of the union will continue as provided for above.

(ii) The date of withdrawal will be the date that the Federal Court determines is the day on which the withdrawal is to take effect pursuant to section 109(1)(a) of the *Fair Work (Registered Organisations) Act 2009*.

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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(iii) For the avoidance of doubt, on and from the date of withdrawal all offices within the Union shall be held by the persons holding those offices immediately prior to the date of withdrawal and those persons shall continue to hold office for the period that equals the unexpired part of the term of office held by the person immediately before the date of withdrawal

(iv) Any casual vacancy arising in respect of any office shall be dealt with in accordance with Rule 16 (vii)).

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]

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BRANCH RULES

43 - NAME

The name of the branch shall be the "Construction, Forestry and Maritime Employees Union, X Branch" where X is the State or Territory for which the Branch has been established.

44 - MEMBERSHIP AND CONSTITUTION

All members of all Divisional Branches within the State or Territory shall be members of the Branch with the same status of membership as is held in the Divisional Branch.

45 - SEAL

The seal of the Branch shall be oval in shape, inscribed on the outer edge "Construction Forestry and Maritime Employees Union" and the name of the Branch on the inside.

46 - STATE CONFERENCE

(i) The supreme governing body of the Branch shall, subject to the autonomy of the Divisional Branches, be the State Conference convened every two (2) years and especially in accordance with these Rules.

The State Conference shall meet no later than 30 December in the year following the elections in the Divisional Branches, being the general election and at least every two (2) years thereafter.

(ii) The State Conference shall consist of all of the members of each and every Divisional Branch Management Committee for every Divisional Branch of the Union within the State or Territory covered by the Branch.

(iii) Persons elected as members of a Divisional Branch Management Committee shall be elected in accordance with the Rules of the Union applicable to the particular Divisional Branch.

Nothing in this sub-rule shall interfere with the transitional provisions which shall take effect on and from amalgamation.

Each member of a Divisional Branch Management Committee shall exercise a vote on the State Conference equal to the percentage of financial members of the Union in the Divisional Branch from which the member derives divided by the number of members of the Divisional Branch Management Committee entitled to vote.

Provided that nothing in this sub-rule shall prevent proxy voting or multiple voting.

(iv) The method of calculation of financial members of any Divisional Branch shall be in accordance with Rule 13 of the National Rules of the Union, the necessary changes, if any, being made.

(v) Members of the Divisional Branch Management Committees or State Conference shall remain in office until the election of their successors.

(vi) Divisional Branches may, where elected Divisional Branch Delegates to State Conference agree, arrange multiple voting representation at a State Conference by notifying the State Conference of the number of Divisional Branch Delegates to be credentialed and the arrangements for proxy voting to be adopted by that Divisional Branch at the State Conference.

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(vii) Where a delegate is unable to attend a meeting of the State Conference or any part thereof, that delegate may where the Divisional Branch Executive agrees appoint another elected delegate to State Conference from the same Divisional Branch as proxy to act in that delegate's stead.

Where the Divisional Branch Management Committee agrees, a delegate may appoint as the proxy to State Conference an elected delegate from another Divisional Branch within the State Territory covered by the Branch. Each member of the Divisional Branch Management Committee shall be a delegate to the State Conference.

(viii) A majority of delegates to State Conference, representing not less than two Divisions, shall form a quorum of the State Conference.

(ix) (a) The State Conference shall have power, unless any rule deprives the State Conference of power or grants to another body within the area covered by the Branch exclusive power over a subject matter, to do all things necessary and/or desirable for the furtherance of the objects of Union, to co-ordinate Divisional Branches within the branch area and for the care, control and management of the Branch.

(b) The function of the State Conference shall be to coordinate the Divisional Branches in the area concerned and shall have the powers, subject to these Rules, necessary for that purpose and shall, without limiting the generality of the foregoing:

(A) perform such functions referred to it by the Divisional Branches.

(B) affiliate to any body for and on behalf of any Divisional Branch, or with the agreement of each Divisional Branch for and behalf of the Branch as a whole;

(C) Supervise the funds, if any, paid to the Branch office by Divisional Branches;

(D) Subject to the review of its actions by Divisional Executives and National Executive, settle disputes between Divisional Branches.

(c) Provided that the State Conference shall not have power over any matter which concerns the members of one Divisional Branch only unless that Divisional Branch consents thereto.

(x) Meetings of the State Conference and State Executive shall be held at such time and place as shall be decided by at least one State President and one State Secretary, provided that a majority of the members of the State Executive may demand a meeting of such State Executive or State Conference which shall be held at such time and place as stipulated by such members in such demand. The quorum for any meeting shall be three (3) a majority of the State Officers may demand a meeting of the State Executive which shall be held at such time and place as stipulated by such State Officers.

47 - STATE EXECUTIVE

(i) There shall be a State Executive composed of the full time elected officers, (other than organisers except where otherwise provided for in these rules), of each Divisional Branch within the Branch area, one of whom shall be the State President, another of whom shall be a State Senior Vice President, another of whom shall be the State Secretary and another of whom shall be State Assistant Secretary, provided that where a Division has more than one Divisional Branch in an area, the Division will determine its representation. The President of each Divisional Branch shall, if not otherwise a member of the State Executive, be such a member.

(ii) The State Executive shall have and exercise all of the powers of the State Conference, subject to the review thereof by the State Conference, but shall have no more powers than State Conference.

Any decision of the State Executive may be overturned by the State Conference and all decisions of the State Conference shall be binding on the State Executive.

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(iii) The State Secretary may take a telegraphic, telex, facsimile, telephonic, written and/or postal vote of members of the State Executive or State Conference at any time.

Members of the State Executive or State Conference shall be advised of the details of the voting. Such votes shall have the same effect as a decision of such body made in meetings assembled.

(iv) The State Executive shall be held at such time and place as shall be decided by the State Secretary, provided that a majority of the members of the State Executive may demand a meeting of such

State Executive or State Conference which shall be held at such time and place as stipulated by such members of the State Executive. The quorum for any meeting shall be a majority of the members entitled to vote thereat.

There shall be a State Executive meeting held before the meeting of State Conference in the year following the general elections of the Union.

(v) All decisions of the State Executive shall be made by a majority of votes cast at the meeting unless otherwise provided by these rules. The votes cast by members of the State Executive shall be on a card system and the value of the vote cast by any member of the State Executive, including State Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the State Conference with State Officers being included in the Division from which they derive.

48 - ELECTION OF STATE OFFICERS – OTHER THAN NSW AND QUEENSLAND STATE BRANCHES

(i) The State Officers, being the State Secretary, the State Assistant Secretary (except in the State of Victoria, where there shall be two State Assistant Secretaries), the State President and the State Senior Vice-President shall be elected by and from the State Conference. The election shall be held, the necessary changes being made, in the same way as Divisional Officers are elected from the Divisional Conference under Rule 9 of the Construction & General Division Rules, provided that each Division shall be represented by at least one State Officer.

Provided that for the A.C.T. Branch (while that Branch has only one Divisional Branch) Officers elected to the Construction & General Division A.C.T. Branch, shall hold the equivalent position within the A.C.T. State Branch.

Further provided that, each Division shall hold at least one position of Joint Vice-President.

Further provided that, each Division, prior to the calling for nominations, shall decide its nominees for the above positions, by resolution from that Division's Divisional Branch Management Committee.

(ii) Where, in accordance with the Rules of the Union, an officer of a Divisional Branch within a Branch area ceases to hold office as an officer of the Divisional Branch such officer shall at the same time cease to hold office as a State officer in accordance with this rule. Provided that the member who replaces such a Divisional Branch officer in the office in the Divisional Branch shall also fill the vacancy created in the position of State officer only until such time as the State officer's position can be filled in accordance with the rules governing casual vacancy, or, if the vacancy occurs within 12 months of an ordinary election, by the ordinary election.

(iiA) Where a vacancy occurs in any office under these rules for any reason whatsoever including but not limited to the death, resignation, retirement or dismissal of any officer, such vacancy may be filled by appointment by the State Executive to which the office or officer relates provided that the person so appointed shall hold office for as much of the unexpired part of the term of the office as does not exceed the greater of twelve months or three quarters of the term of the office.

(iii) The term of office of officers of a Branch of the union shall be four (4) years.

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(iv) This rule does not apply to the NSW or Queensland Branches upon commencement of rules 48A and 48B.

48A – ELECTION OF STATE OFFICERS NSW STATE BRANCH

(i) From the time of the commencement of this rule, the State Officers in the New South Wales Branch will be as contained in the table below and will be filled on an ex officio basis by the holders of the corresponding Divisional Office.

STATE OFFICER	**DIVISIONAL OFFICE**
State Secretary	Divisional Branch Secretary – Construction & General Division (NSW)
State Assistant Secretary (MNF)	*NSW District Secretary Manufacturing Division*
State Assistant Secretary (MUA)	*Sydney Divisional Branch Secretary (Sydney Divisional Branch - MUA)*
State President	*Divisional Branch Assistant Secretary - Construction & General Division (NSW)*
State Senior Vice President	*Divisional Branch President – Construction & General Division (NSW)*
State Joint Vice President (*C&G*)	*Divisional Branch Assistant Secretary – Construction & General Division (NSW)*
State Joint Vice President (*MNF*)	*NSW District President Manufacturing Division*
State Joint Vice President (*MUA*)	*Newcastle Divisional Branch Secretary (MUA)*
State Assistant Joint Vice President (*MUA*)	*Southern New South Wales Divisional Branch Secretary (MUA)*

(ii) As the above offices for State Officer are held on an ex-officio basis, where a person commences or ceases to hold the Divisional Office position referred to in the second column, they also commence or cease, as the case may be, to hold office as a State Officer in the State Branch.

(iii) For the avoidance of doubt, the terms of office for the above State Branch Offices are determined by the term of office of the Divisional Office referred to in the second column, however, such terms of office may be for no longer four (4) years.

48B – ELECTION OF STATE OFFICERS QUEENSLAND STATE BRANCH

(i) On, and from, the commencement of this rule, the State Officers in the Queensland Branch will be as contained in the table below and will be filled on an ex officio basis by the holders of the corresponding Divisional Branch Office set out opposite:

49 - FUNDS OF THE BRANCH

STATE OFFICE	DIVISIONAL BRANCH OFFICE
State President	
State Senior Vice President	MUA Division, Queensland Branch Deputy Branch Secretary
State Secretary	Construction and General Division, Queensland Northern Territory Divisional Branch Secretary
State Assistant Secretary	Construction and General Division, Queensland Northern Territory Divisional Branch Assistant Secretary (General)
State Joint Vice President (C&G)	Construction and General Division, Queensland Northern Territory Divisional Branch President
State Joint Vice President (MUA)	MUA Division, Northern Territory Branch Secretary

(ii) As the above offices for State Officer are held on an ex-officio basis, where a person commences or ceases to hold the Divisional Office position referred to in the second column, they also commence or cease, as the case may be, to hold office as a State Officer in the State Branch.

(iii) For the avoidance of doubt, the terms of office for the above State Branch Offices are determined by the term of office of the Divisional Office referred to in the second column, however, such terms of office shall be no longer four (4) years.

49 - FUNDS OF THE BRANCH

(i) Each Divisional Branch in the area covered by the Branch of the Union shall pay to the Branch on a basis which is proportionate to the respective financial membership of each Divisional Branch, an amount that is determined by the State Executive as sufficient to enable it to fulfil its functions.

(ii) All moneys received by the Branch shall be paid to the credit of the Branch on current account with a bank. No funds shall be drawn from the Bank except by cheques signed by two (2) persons who are the State Secretary, State Assistant Secretary or State President and not from the same Divisional Branch.

(iii) All expenditure for ordinary purposes, namely incurred in directly furthering the objects of the Branch or in the expenses of management, may be dispersed by decision of the State Secretary and either the State President or State Assistant Secretary, provided that both signatories shall not be officers from the one Division.

Expenditure for other purposes authorised by the Rules may be disbursed by a majority decision of the State Conference or the State Executive.

(iv) The funds of the Branch shall be invested where possible in the name of the Branch. Where it is not possible to invest money or funds in such name, the investment shall be made in the name of Trustees under these Rules.

Nothing in this Rule prevents the Branch from entering into an agreement with a Trade or Industrial Union or organisation of employees registered under any legislation of any State of the Commonwealth for the investment of funds on a joint basis or on a basis on which the funds are held in common or jointly so long as the funds are treated, for all purposes, insofar as they relate to members of the Branch, as funds of the Branch.

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(v) The property of the Branch, vested in the Branch in accordance with these rules and the other rules of the Union, shall be under the control of the State Executive.

(vi) In Western Australia no decision of the WA Branch shall adversely affect the Building Unions Division WA Plasterers Divisional Branch in relation to funds or any other matter without the consent of that Divisional Branch.

50 - AUDIT

The State Executive shall appoint as Auditor a competent person resident in the city in which the State Office is located who shall each year for the period ending 31 December audit the books and accounts of the Branch and draw up a correct report on same.

The Auditor shall, in the aforesaid report, draw attention of the State Executive to any deficiencies or other matters which the Auditor may think proper. The Auditor shall have full and complete access to all the books and documents of the Branch.

For the purpose of this Rule a competent person shall have the same meaning as in the RO Act and the Regulations made pursuant thereto.

Upon receipt by the State Branch Secretary of a petition, signed by not less than 5% of the members of the State Branch, requesting that a general meeting of members of the State Branch be called for the purpose of considering the auditor's report, the general purpose financial report and the operating report of the State Branch, the State Branch Secretary shall convene such meeting as soon as is practicable.

50A - POLICIES AND PROCEDURES - EXPENDITURE

(a) Each Branch shall develop and implement internal control policies and procedures relating to the expenditure of the Branch, to ensure that the Branch is conducted in accordance with the principles of good governance and to ensure accountability to members of the Branch.

(b) Such policies and procedures shall be adopted by the State Executive and once adopted, shall be binding on all officers and members of the Branch. Such policies and procedures must be identified in the resolutions of the State Executive as Rule 50A policies and procedures.

(c) Rule 50A policies and procedures must be published on the website of the Branch with fourteen (14) days of their adoption.

(d) The provisions of sub-rules (a) to (c) herein shall apply, mutatis mutandis, to each Division and Divisional/District Branch of the Union.

51 - OFFICERS

(i) The Officers of the Branch shall be the State President/s, the State Secretary, the State Senior Vice President, the State Vice President/s, the State Assistant Secretary/s and members of the State Executive.

(ii) And such rights and duties shall, the necessary changes being made, be the same in relation to the Branch concerned as the rights and duties of National Officers and National Executive Members are in relation to the Union as a whole.

52 - REFERENDA

(i) On a decision of a majority of Divisional Branches in the Branch area or Divisional Branches in a Branch area whose membership constitutes a majority of the members of that Branch, or on receipt of a petition signed by not less than 10% of the financial members of the Branch, the State Executive shall take a referendum of the whole of the members of the Branch upon a matter or matters submitted by the Divisional Branches or by the petition.

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A decision reached by the majority of the actual votes recorded at such referendum shall be binding on the Branch, including the State Conference and State Executive thereof, and the members thereof provided that the decision shall not affect the autonomy of any Division.

(ii) The State Executive or State Conference may at any time of its own motion take a referendum of the whole of the members of the Branch or of the whole of the financial members of the Branch upon any matter it thinks fit.

(iii) The referendum referred to in this Rule shall be conducted on the basis that the State Executive shall determine the question to be submitted to the members entitled to vote and the form of the ballot paper, fix the time for the dispatch and return of the ballot paper and give the necessary instructions for printing the same, appoint a State Returning Officer and State Scrutineer in conjunction with Divisional Branch Returning Officers to conduct the ballot, no material other than that authorised by the State Conference or State Executive shall be enclosed in the envelope in which the ballot paper is posted to the member and in all other respects the referendum shall be held as nearly as practicable in the manner provided for the holding of election of Divisional Branch Delegates to Divisional Conference in accordance with Rule 17 (iii) except that the roll of voters shall be the financial membership at the end of the calendar month immediately preceding the holding of the referendum.

53 - RULES OF THE BRANCH

(a) The Rules of the Branch contained herein shall be binding on all Divisions and all members thereof. Such Rules may be altered, rescinded, varied or made by the National Conference and/or National Executive in accordance with Rule 25 of the National Rules.

(b) The State Conference and State Executive shall have power to make alter and rescind by laws for the working of the Branches, any Sub-Branches and any other matter over which such Branch has control under these or any other rules.

Provided that no such by laws shall be inconsistent with any other rule of the union and shall, to the extent of any such inconsistency, be void and inoperative.

54 - VOTING OTHERWISE THAN AT MEETINGS ASSEMBLED

Rule 37 of the National Rules of the Union shall apply, the necessary changes being made, to the Branch and the State Secretary shall in the same way as provided for the National Secretary under Rule 37 of the National Rules, take a vote of the State Executive or the State Conference in any manner whatsoever.

Such vote shall have the same effect in relation to the Branch as a vote taken under Rule 37 of the National Rules has in relation to the Union.

END OF RULES

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-03' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted]

[redacted]

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Blueprint

for the Future

A building and construction industry that works for everyone

National Construction Industry Forum 2025

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Acknowledgement of **Country**

The National Construction Industry Forum acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

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NCIF foreword

In October 2024, the National Construction Industry Forum (NCIF) recognised an unprecedented opportunity to collaboratively address the key challenges facing the construction industry. The NCIF unanimously agreed that a **Blueprint for Change** (the Blueprint) was needed to create lasting and tangible change in the industry. This decision was driven by a shared recognition of the urgent need to address significant immediate and long--term challenges across a range of areas, including industry culture.

About the National Construction Industry Forum

The NCIF's work is critical to ensuring the construction industry works for everyone.

It was created to advise the Australian Government on a broad range of matters relating to work in the industry, including but not limited to:

- Workplace relations
- Skills and training
- Safety
- Productivity
- Diversity and gender equity
- Industry culture.

To this end, the NCIF draws on its collective experiences and unique perspectives to drive change and materially improve the industry.

The NCIF's membership comprises a range of stakeholders within the industry representing workers, employers (including members with experience in representing contractors and small to medium-sized enterprises in the residential building sector), and government. Central to the NCIF's work is tripartism – a principle of equal and shared collaboration between unions, industry and governments on matters that affect workers and businesses.

The NCIF works respectfully and collaboratively with a focus on evidence and finding common ground. It complements the important work of state, territory and Commonwealth bodies and other institutions as an enduring forum for strategic advice and industry leadership.

What is the purpose of the Blueprint?

This Blueprint represents government and the industry's commitment to a better way of doing things. There are structural and cultural problems in the industry. We all accept it can be better.

The NCIF proposes a fundamental shift towards a better industry – a stable industry where procurement practices drive innovation and value, where fair payment practices strengthen the profitability and financial security of all businesses and workers, where adversarial relationships give way to a culture of collaboration and shared interests, where workplaces are inclusive and responsive to the needs of different employees, and where a skilled and diverse workforce is fairly remunerated and safe from all workplace harms, both physical and psychological.

This vision includes a firm commitment that criminality, serious and wilful misconduct and violence will not be tolerated by, or in, the industry.

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The Blueprint sets a path to address challenges and build a stronger construction industry. Its purpose is to:

- **Inform and guide:** Provide an overview of the industry's challenges and opportunities, as well as the factors underpinning a thriving building and construction industry, guiding the NCIF in its critical role of advising the Australian Government.
- **Identify opportunities:** Identify opportunities for the NCIF to work together and improve the industry, complementing and leveraging existing initiatives.
- **Promote good practice and collaboration:** Demonstrate good practice, defined by tripartite collaboration between the industry's stakeholders to promote leadership, innovation, professionalism, and respect.

The Blueprint aims to provide a guide to 'what good looks like'. Taking a holistic view, the NCIF identified and agreed to **four threads** that represent the key elements of a thriving construction industry. The threads are interrelated, with the recognition that they rely and depend on each other. These threads provided a framework to identify and agree to the challenges and opportunities in this Blueprint.

The NCIF envisions this Blueprint as a living document that the NCIF will regularly review so it remains aligned with the construction industry's evolving needs. While the Blueprint provides a framework for action, it is the collective efforts of all stakeholders within the industry, including all levels of government, that will ultimately determine the Blueprint's success. The NCIF invites all stakeholders to support the Blueprint, contribute to its ongoing development, and work together to create a construction industry that serves all Australians.



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How did we get here?

NCIF members agree that urgent action is required to address the industry's pressing challenges. Driven by this shared commitment, members came together through 4 workshops and out-of-session engagement over 5 months to develop this Blueprint.

The Australian Government engaged Dr Rod Harrison to facilitate the Blueprint's development. A highly experienced industrial relations practitioner, Dr Harrison is a former Deputy President of the Australian Industrial Relations Commission (now Fair Work Commission) and former Deputy President of the New South Wales Industrial Relations Commission. Drawing on his experiences, Dr Harrison brought members together in productive and focused discussions.

The NCIF embraced tripartite collaboration, respecting members' unique contributions, acknowledging the work of the organisations members represent, and leveraging experiences of the industry at large. This collaborative approach is an ongoing imperative for the Blueprint's long-term success.

In Workshops 1 and 2, members identified and prioritised challenges using a conceptual framework based on the stages of the construction lifecycle, from project conception to building use and maintenance. This framework allowed members to consider and appreciate the interconnectedness of issues, the shifting roles and responsibilities of industry participants, and the ripple effects of decisions made in the early stages of construction work. The conversation template can be viewed here.



The identified challenges formed the backbone of the Blueprint's workplan, which members developed in Workshops 3 and 4. The final Blueprint will be presented to the NCIF for endorsement in September 2025.

Discussions were enriched by guest speakers from BuildSkills Australia, the National Association of Women in Construction, MATES in Construction, Infrastructure Australia and the Productivity Commission. Dr Iain Ross AO, who led the Strategic Review of the Australian Apprenticeship Incentive System, also met with the group. These guest speakers set the scene for discussions, broadening the group's understanding of industry challenges.

Workshop 1
DEC 2024
Considered challenges and developed the construction lifecycle



Workshop 2
JAN 2025
Agreed and prioritised challenges



Workshop 3
FEB 2025
Identified matters for staged workplan



Workshop 4
MAR 2025
Settled draft Blueprint

NCIF Meeting
JUN 2025
Agreed to finalise Blueprint



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Industry snapshot

The Australian construction industry is a cornerstone of our country's economy and prosperity. The construction industry accounts for the highest share of employees employed in small businesses across any industry. It provides jobs for millions of Australians across the country, from skilled tradespeople to architects, engineers, and project managers. The industry delivers the homes we live in, the schools our children attend, the hospitals that care for us, and the roads and railways that connect us. Australians around the country aspire to own quality and affordable housing, and they need trust and confidence that the industry will help achieve those aspirations.

The industry too often operates in survival mode, and the industry's project-based nature provides an environment where some businesses take on unsustainable contracts, leading to financial instability and insolvency. Insurance requirements under construction contracts are becoming more onerous and difficult to place at a reasonable price. Evolving geopolitical factors and rapid technological advancements create uncertainties that require adaptability. The industry needs resilient supply chains in the face of unexpected vulnerabilities.
To support the needs of consumers and financers, the industry often works with highly constrained output pricing while remaining subject to variable input prices for labour and materials across the duration of projects. Resilient, stable supply chains are essential to help minimise the risk of input shocks to price and availability that can have significant implications on delivery timeliness, project viability, and business viability.

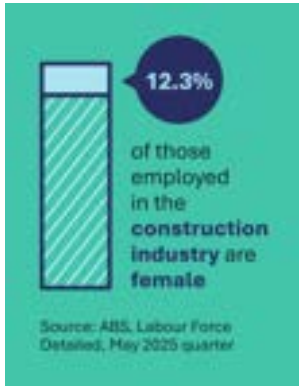
The industry stands at the dawn of a new era. A more inclusive and diverse workforce requires active efforts to address gender inequities and foster a welcoming, supportive and lawful workplace culture. Critical skills shortages further demand new approaches to attract, retain and support talent.

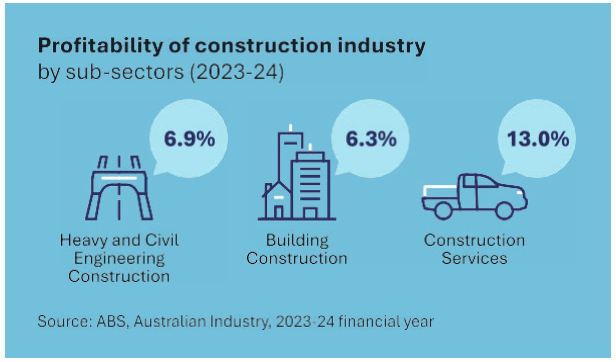
The following data snapshot summarises the state of the industry, categorised by the four threads of safety culture productivity and sustainability, and reflects the evidence base underpinning the NCIF's decision-making.

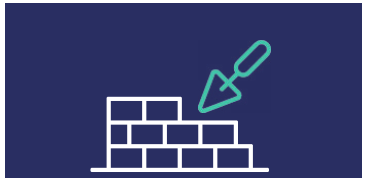
NOTE: Industry Snapshot data used data available as of 29 August 2025.











112,205 Apprentices and **trainees** in training in the **Construction Industry** including **32,345** electricians as at 31 December 2024

Source: NCVER, Apprentices and trainees 2024, December quarter



In May 2025, **18.2% of construction workers reported working 50 hours or more per week** compared to **11.1%** **across all industries**

Source: ABS, Labour Force Detailed, May 2025 quarter

22,300 Construction sector vacancies and **3,400** for **electricity, gas, water and waste services**

Source: ABS, Job Vacancies, May 2025

Over the last two decades to June 2024, average annualised multifactor productivity in the **Construction industry fell by 0.5%** compared to an **increase of 0.3%** across the market sector. This was the **fourth worst** performance compared to other market sector industries

Source: ABS, Estimates of Industry Multifactor Productivity, 2023-24 financial year

114,105 houses and **64,234** units or apartments **built per year**

Source: ABS, Building Activity, March quarter 2025



Construction output represented **7.1% of GDP** in the March 2025 quarter

Source: ABS, National Accounts, March 2025

Highest **qualifications** of workers across the sector:

- **30.9%** Secondary school (inc Certificate I/II)
- **42.2%** Certificate III/IV or Diploma/Adv Diploma
- **22.3%** Bachelor degree or higher

Source: Jobs and Skills Australia

4.79% of apprentices in-training in the Construction industry are women, as at 31 December 2024

Source: NCVER, Apprentices and trainees 2024, December quarter



Construction workers are **8 times more likely to die** from suicide than a workplace incident

Source: MATES, 2025



The mid point average gender pay gap for the construction industry is **25.3%** compared to a mid point of **12.1%** for the private sector with 100 or more employees (not nationally representative)

Source: WGEA, Industry Data Explorer, 2023-24

Data from the **Construction Industry Culture Taskforce**

Source: Construction Industry Culture Taskforce

59% of workers are **unsatisfied** with their **work life balance**

63% of the workforce is **considering leaving** the industry

In June 2024, there were **452,820 construction businesses** (17% of all businesses in Australia)

17%

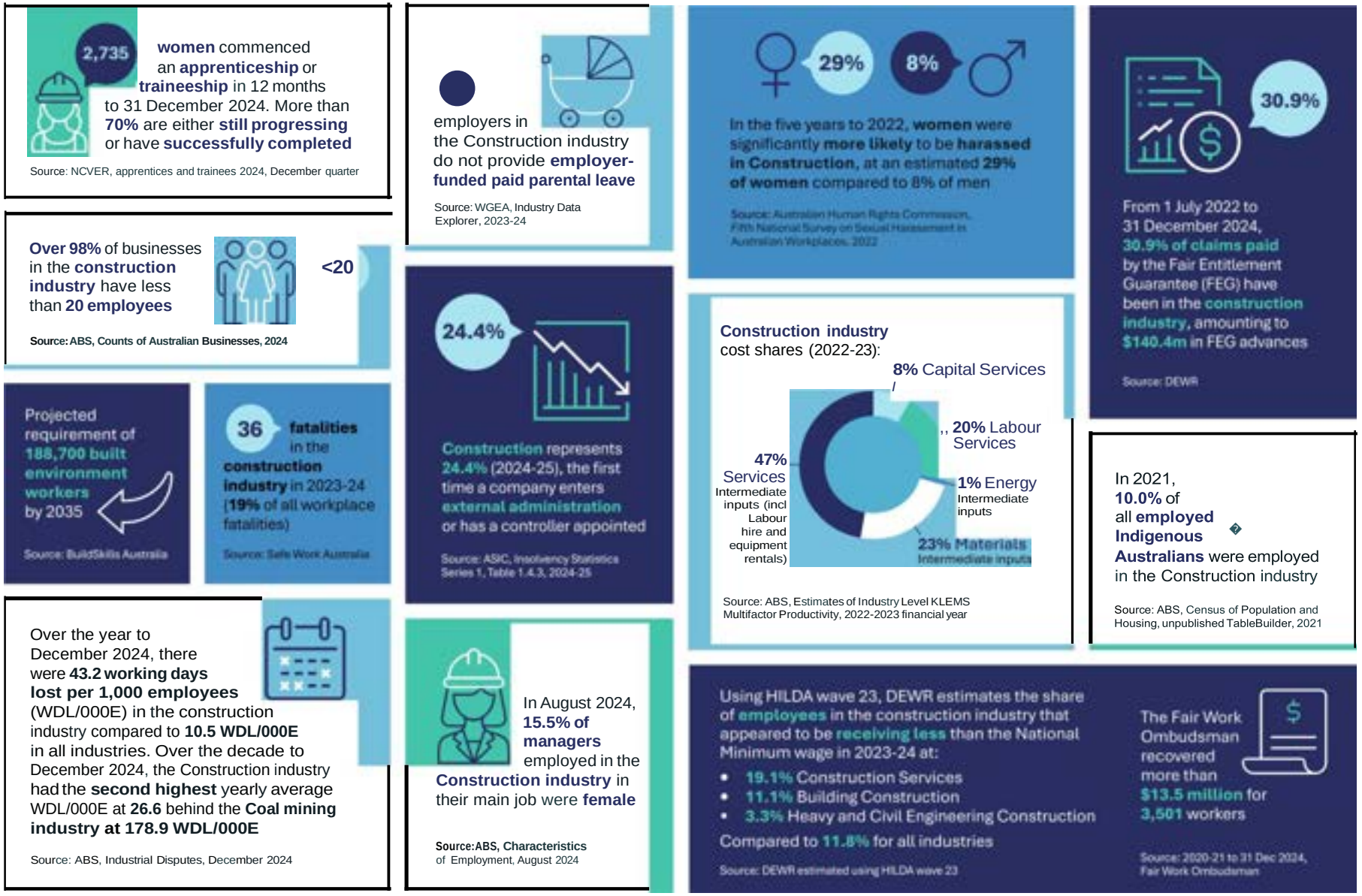
Source: ABS, Counts of Australian Businesses, August 2024



The Apprenticeship completion rate is **53.9%** for **construction trades** workers and **61.8%** for **electrotechnology** and **telecommunications trades** workers, compared with 54.8% for all occupations

Source: NCVER, Completion and attrition rates for apprentices and trainees 2023

Safety Culture Productivity Sustainability



e Safety e Culture e Productivity e Sustainability

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Challenges by theme

Eight key themes emerged from the NCIF's discussion of challenges facing the industry. The 8 themes link to the underlying threads of safety, culture, productivity and sustainability. The priority challenges identified and the subsequent actions in the workplan correspond to these 8 overarching themes.



Collaboration and alignment

The industry should move away from conflict-based relationships towards collaborative and cooperative models that take into account shared and divergent interests



Governance, lawfulness and compliance

The industry must create a culture of lawfulness, which actively combats non-compliance across all areas of the industry, including gender-based violence, intimidation corruption and criminality



Regulation and procurement

Governments can do more to ensure their levers are influencing change and driving mutually beneficial and lawful behaviour



Skills, workforce and participation

The industry must be able to meet current and future needs through a more diverse, stable and inclusive workforce



Financial viability

The industry must be able to meet ongoing financial obligations for all industry participants



Fragmented and project-based nature of industry (Industry projectification)

The industry must recognise the benefits of taking a longer-term, strategic view rather than moving from one project to the next



Risk allocation

The industry needs to identify, understand and manage risks and obligations fairly



Reporting and transparency

The industry can demonstrate accountability through robust reporting and auditing requirements

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Priority challenges

This section outlines specific industry challenges identified by members in relation to the 8 overarching themes.

During workshops and using the construction project lifecycle framework, members identified a range of challenges facing the industry. By no means exhaustive, the following list represents the NCIF's perspective on the most significant industry challenges. While issues may manifest differently across the residential, commercial and civil sectors, these challenges affect the entire industry.

Collaboration and alignment

- Contracts are not fair, equitable and transparent down the supply chain, and fail to align the interests of all parties
- Industrial arrangements can be a point of conflict
- Adversarial relationships between stakeholders including a lack of trust and communication between parties

Governance, lawfulness and compliance

- Health and safety issues including poor mental health outcomes, substance abuse, gender-based violence (including assault, sexual harassment and domestic and family violence) and high levels of suicide
- Allegations of bullying, intimidation and criminal conduct
- Commercial coercion and intimidation

Regulation and procurement

- Procurement practiceshave a greater focus on lowest price, rather than overall value for money, best practice, and mutually beneficial and lawful behaviour
- Procurement practices that are costly and risk intellectual property
- Long planning processes increase costs down the line
- Planning and approval red tape stifles innovation and creates delays
- Barriers to innovation e.g. investment and procurement models do not incentivise or support innovation or sovereign capabilities
- Lack of supply chain resilience and local industry development

Skills, workforce and participation

- Skills and workforce gaps and shortages
- Insufficient workforce to sustain multiple projects
- Limited workforce mobility across jurisdictions e.g. licensing arrangements and accreditation/qualification recognition schemes
- Lagging workforce productivity
- Insecure careers without long-term pathways
- Workplace inequality, gender inequities and discrimination, including systemic underrepresentation, inflexible work arrangements and inadequate amenities
- Lack of workforce diversity e.g. gender, age, people with a disability, First Nationspeople

Financial viability

- Phoenixing, tax avoidance, insolvencies and unpaid entitlements
- Standards of commercial contracting and trading practices including security of payment
- Inflexible and unfair contract and payment terms
- Limited investment in innovation e.g. modern methods of construction, digitisation

Industry projectification

- Project bundling may limit equitable market access for all contractors
- Precarious forms of employment including overreliance on labour hire

Risk allocation

- Clients lack risk appetite, and risk is passed onto contractors e.g. uncapped liability
- Tendering practices that negatively impact parties, particularly throughout the supply chain e.g. ‘race to the bottom’
- Increased risk of climate disruption means adverse weather events increase pressure on parties, e.g. project timelines

Reporting and transparency

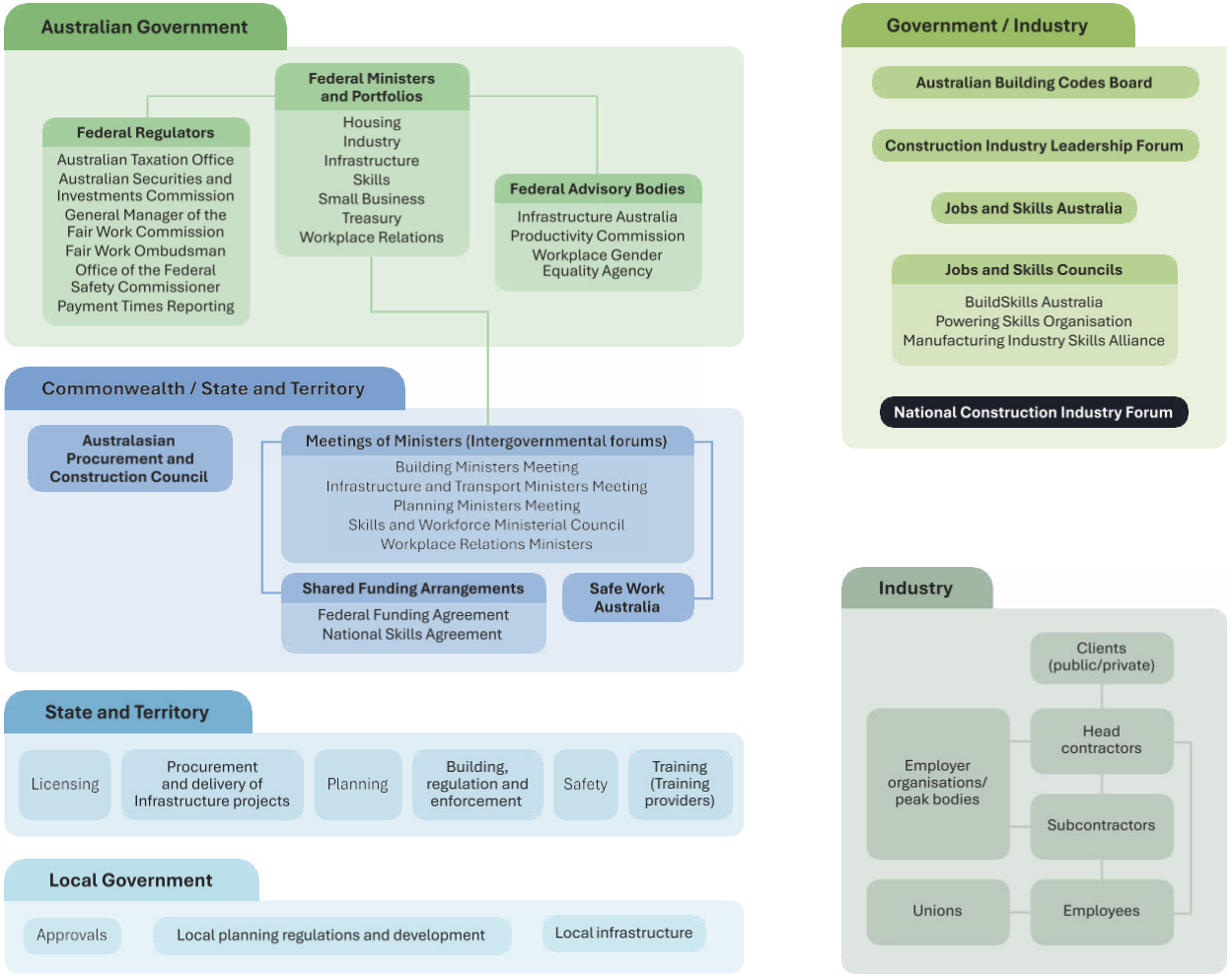
- Limited benchmarking of performance

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System architecture

In October 2024, the NCIF strongly agreed that the Blueprint should clearly articulate the roles and responsibilities of, and interactions between, other relevant bodies, including the States and Territories, other Australian Government building and construction forums and groups, and relevant regulators.

This diagram outlines the architecture of the building and construction industry, focusing on the roles and responsibilities most related to the Blueprint and the NCIF's work more broadly.

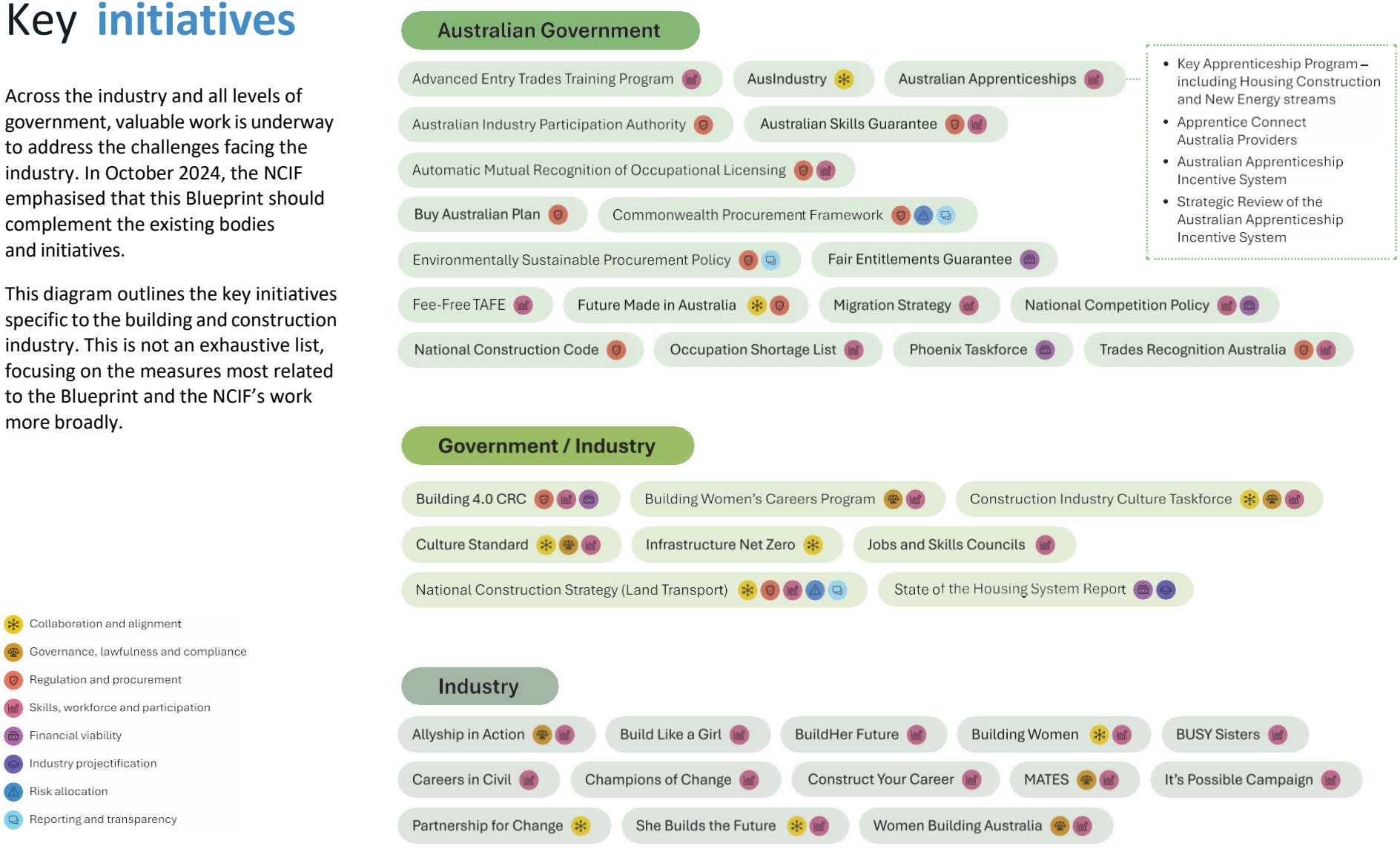


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Key initiatives

Across the industry and all levels of government, valuable work is underway to address the challenges facing the industry. In October 2024, the NCIF emphasised that this Blueprint should complement the existing bodies and initiatives.

This diagram outlines the key initiatives specific to the building and construction industry. This is not an exhaustive list, focusing on the measures most related to the Blueprint and the NCIF's work more broadly.



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Opportunities – forward workplan



To address these challenges in a constructive manner, the NCIF developed recommendations for a forward workplan. The recommendations seek to complement work underway by the industry, Australian Government, and state and territory governments.

The recommendations identified for the workplan are informed by the NCIF's work, which focuses on:

Building a better understanding of the challenges facing the construction industry

Connecting with stakeholders, drawing on the relationships, expertise and work of other bodies and supporting key industry and government initiatives

Delivering evidence-based advice to government.

To ensure the Blueprint adapts to emerging challenges and the evolving needs of the industry, the workplan will be subject to ongoing review and update by the NCIF. At its June 2025 meeting, NCIF members agreed that 9 recommendations should be acted on as the first tranche of implementation of the Blueprint.

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Recommendations

Collaboration and alignment

1.1 Recommend that the NCIF's role as a collaborative tripartite body is enhanced to support ongoing implementation and review of the Blueprint, including ensuring adequate and ongoing resourcing to support the NCIF. TRANCHE 1

1.2 Continue to strengthen and develop the role of the NCIF as an authoritative industry voice, including providing advice on the Strategic Review of the Australian Apprenticeships Incentive System, the Occupational Shortage List (formerly the Skills Priority List), the National Construction Code, the National Energy Workforce Strategy, the Secure Australian Jobs Code, the National Construction Strategy (for Land Transport), and relevant Productivity Commission Reports. *(Ongoing)*

1.3 Recommend that Government consult with NCIF to investigate ways of better, and more timely dispute resolution procedures, including

a) consideration of state and territory-based industry disputes panel models
b) the creation of an expert industry panel within the FWC
c) opportunities for greater use of the FWC's suite of collaborative workplace initiatives, including interest-based, cooperative approaches, and good practice to bargaining, consultation and disputes
d) consideration of adoption of the 'Hunter model'[1] or alternative models that could be contained within enterprise agreements.

1.4 NCIF to identify what best practice looks like at each stage of the construction project lifecycle, e.g. value stream mapping of key processes.

1.5 Recognising the important role of states and territories, NCIF to explore opportunities to engage on relevant challenges and opportunities.

1.6 NCIF to consider public information campaigns on positive relationships and workplace practices.

1.7 NCIF to maintain oversight of existing reforms/initiatives to identify what works, what doesn't and opportunities to fill gaps as required. (*Ongoing*)

1.8 NCIF to consider further ways to minimise adversarial disruption, including timely resolution of disputes.

[1] *The Hunter model is a model of collaborative workplace relations defined by interest-based bargaining. Under this model, the Hunter region saw more than $15 billion in infrastructure and other works completed ahead of schedule, under budget, with no time lost due to industrial disputes, and an exemplary safety record.*

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Recommendations

Governance, lawfulness and compliance

2.1 NCIF to develop a Joint Construction Industry Charter, setting out clear shared goals and expectations for a safe, sustainable and productive building and construction industry, including behavioural expectations, rules of engagement and dispute resolution processes amongst all industry participants. TRANCHE 1

2.2 Recommend regulators take a more joined-up, proactive and visible approach to enforcement across the entire building and construction industry.

2.3 Recommend Government, supported by the NCIF, ask the Fair Work Ombudsman (FWO) to consider commencing a national investigation, alongside its current investigations into specific allegations, into sex discrimination and sexual harassment more broadly in the construction industry.

2.4 Recommend Government, supported by the NCIF, ask the FWO to consider commencing a national investigation into treatment of apprentices, trainees, young workers, and other vulnerable cohorts in the construction industry.

2.5 Recommend Government consider options to ensure the enforcement of statutory declarations for enterprise agreement approvals, including a role for the FWO.

2.6 Recommend identifying opportunities for greater information sharing and cooperation between regulators and agencies including project funding/data.

Regulation and procurement

3.1 NCIF to identify best practice and provide advice on procurement frameworks and settings with a view to developing a nationally consistent set of procurement principles, by

a) reviewing current guidance and arrangements on value for money and how current practices are working (e.g. how to assess, how to report, what consequences for not delivering) to identify opportunities for potential improvements
b) reviewing procurement frameworks (for example NSW Government guidelines limiting tenders) to determine what elements are effective or best practice
c) reviewing procurement planning, approval and implementation red tape
d) considering opportunities for greater transparency in tendering of goods and services
e) considering standardised clauses for government construction contracts and subcontracts
f) considering alignment of existing tendering prequalification schemes and support sovereign safe companies to obtain prequalification
g) considering how procurement frameworks can operate to drive quality, productivity, mutually beneficial and lawful behaviour, and deliver safe, secure, well-paid jobs in the construction industry. This includes addressing the overreliance on labour hire, eliminating gender inequities and obligations to report unlawful behaviour, as part of the Secure Australian Jobs Code consultation process. TRANCHE 1

3.2 NCIF to advise on risks inherent in the announcement of unrealistic timeframes for projects.

3.3 NCIF to assess the impact of workplace laws and identify opportunities for the industry.

3.4 NCIF to provide advice on barriers to small and medium enterprise market entry, innovation, and unnecessary red tape.

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Skills, workforce and participation

4.1 NCIF to develop advice on delivering safe, secure, well-paid jobs in the construction industry. TRANCHE 1

4.2 NCIF to demonstrate early action on the Strategic Review of the Australian Apprenticeships Incentive System's findings, where reviewers have identified a role for industry leaders to improve apprentice safety, specific to the construction industry.

4.3 NCIF to provide advice to government about the pathways to the construction industry, to identify targeted strategies to address structural barriers to entry. TRANCHE 1

4.4 NCIF to explore structural barriers to women's participation in the industry, e.g. support for care, access to childcare for shift workers, Paid Parental Leave entitlements, flexible work arrangements, adequate facilities, etc. TRANCHE 1

4.5 NCIF to consider opportunities to implement the Culture Standard developed by the Construction Industry Culture Taskforce, which aims to transform the industry by focusing on diversity and inclusion, wellbeing and time for life.

4.6 Recommend Commonwealth and State and Territory Ministers consider nationally consistent skills accreditation, licensing and regulation. TRANCHE 1

4.7 Recommend BuildSkills Australia, as the relevant Jobs and Skills Council for construction
- a) build on its existing Housing Workforce Capacity Study to undertake analysis into public and civil construction workforces
- b) undertake a study as to the application of trade licensing in the building trades.

4.8 Recommend Powering Skills Organisation, as the Jobs and Skills Council for the energy sector, map occupational licensing for electrical trades to inform the national licensing scheme for electrical trades, noting National Competition Policy work underway.

4.9 Recommend Commonwealth and State and Territory WHS Ministers consider what more could be done to address risks of sex discrimination, harassment and assault in the workplace, including
- a) ensuring equitable and safe workplaces including mandatory access to appropriate and safe amenities and personal protective equipment on all construction sites
- b) strong compliance and enforcement action within their jurisdiction.

4.10 Recommend industry mandates safe and respectful workplace training for workers with support for new and existing employees, supervisors and managers to undertake training.

4.11 Recommend Jobs and Skills Councils work with industry to develop training resources to support the take-up of high-quality safe and respectful workplace training.

4.12 NCIF to identify opportunities to increase training infrastructure, and the capacity of the VET system to support apprentices and trainees on Australia's national priorities including energy, housing and Infrastructure.

4.13 NCIF to consider opportunities to promote mentoring networks for women in construction.

4.14 Recommend the relevant Jobs and Skills Councils (BuildSkills Australia and Powering Skills Organisation)
- a) work with industry to review building and construction-related qualifications for apprenticeships and traineeships to include skills and knowledge required to support safe and respectful workplaces and to address gendered violence in the workplace, which aligns with WHS obligations in relation to eliminating or minimising both physical and psychological risks in the workplace
- b) consider the construction component of net zero transformation
- c) analyse where and how training currently happens (i.e. head contractor, trade contractor or smaller contractor), the implication of training delivery in different settings and ways to support quality learning and assessment outcomes.

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Recommendations

Financial viability

5.1 NCIF to explore modern/collaborative standard forms of industry contracts and subcontracts, and options for greater use.

5.2 Noting the government response to the 2017 Review of Security of Payment Laws, the NCIF to investigate and develop advice on effective arrangements to protect the security of payments for contractors down the supply chain. TRANCHE 1

5.3 NCIF to engage with the Phoenix Taskforce in the Australian Taxation Office (ATO) to provide advice on changing behaviours in the industry that lead to phoenixing.

5.4 NCIF to engage with ATO to advise on procedures and actions available to limit insolvencies.

Industry projectification

6.1 NCIF to consider:

a) opportunities created under the Buy Australian Plan to strengthen our domestic industry, manufacturing capability and local supply chains to participate in the infrastructure pipeline by breaking up larger contracts to level the playing field for local companies
b) reporting on steps taken to meet requirements of the Buy Australian Plan.
c) reporting on steps taken to meet requirements of Local Industry Participation Plans.

6.2 NCIF to develop a scope of work to undertake analysis of where, why and how labour hire is currently used, to inform industry and government on how procurement frameworks and practices might best address issues.

6.3 NCIF to develop guidelines on project packaging, to ensure project bundling doesn't limit equitable market access for all contractors.

Risk allocation

7.1 NCIF to invite the Australian Banking Association, key developers and other like financial institutions in the industry to discuss and consider issues facing the industry, and collaborate with the finance sector, to influence good behaviour.

7.2 NCIF to provide advice on surety and professional indemnity requirements for projects.

7.3 NCIF to develop guidelines on appropriate risk management and risk allocation, including for head contractors. TRANCHE 1

Reporting and transparency

8.1 NCIF to develop performance indicators across the four Blueprint threads of safety, culture, productivity and sustainability to support ongoing monitoring and benchmarking of the industry.

8.2 NCIF to develop advice on improvements to data collection to inform policy.

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National Construction Industry **Forum**

This Blueprint is a collective declaration that we, as government and an industry, acknowledge the urgent need for change. It is the product of industry-wide collaboration, reflecting our shared determination to build a safe, positive, lawful, sustainable and productive industry. By incorporating the perspectives of workers, business and government in a genuine tripartite setting, the NCIF has produced recommendations that are practical, sustainable and owned by the industry into the future.

While the Blueprint offers a strategic direction for the future, all stakeholders must hold themselves accountable for addressing the industry's challenges and drive the implementation of shared solutions.

Tony Callinan	Australian Workers' Union
Brent Crockford	Australian Owned Contractors
Jon Davies	Australian Constructors Association
Paul Farrow	Australian Workers' Union
Robyn Fortescue	Australian Manufacturing Workers' Union
Oliver Judd	National Electrical and Communications Association
Jocelyn Martin	Housing Industry Association
Alison Mirams	Independent
Steve Murphy	Australian Manufacturing Workers' Union
Nicholas Proud	Civil Contractors Federation Australia
Kristen Reid	Plumbing and Pipe Trades Employees Union
Zach Smith	Construction, Forestry and Maritime Employees Union
Denita Wawn	Master Builders Australia
Lucy Weber	Construction, Forestry and Maritime Employees Union
Michael Wright	Electrical Trades Union
Mike Zorbas	Property Council of Australia

The Hon Amanda Rishworth MP	Minister for Employment and Workplace Relations
The Hon Clare O'Neil MP	Minister for Housing, Minister for Homelessness, Minister for Cities
The Hon Catherine King MP	Minister for Infrastructure, Transport, Regional Development and Local Government

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-04' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted]

[redacted]

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VIOLENCE IN THE QUEENSLAND CFMEU

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A. INTRODUCTION

1. The Administrator of the CFMEU has directed me to investigate violence in the Queensland operations of the CFMEU.[1]

2. Violence is any behaviour which is physically, sexually, emotionally, psychologically or economically abusive. It includes conduct which is threatening or coercive, or which causes a person to feel fear for their safety or well-being. It specifically includes conduct which *"causes a child to hear or witness, or otherwise to be exposed to the effects of, such behaviour".*

3. That definition of violence should not be unfamiliar to the CFMEU - the definition is one drawn up by the CFMEU to be included in its enterprise agreements.[2] The purpose of having such a wide definition of violence was, apparently, to protect CFMEU members from harm.

4. Yet, as will be seen, the CFMEU has breached - deliberately breached - every aspect of its own anti-violence policy. The CFMEU in Queensland actually intended to inflict physical, sexual, emotional, and economic abuse on others. The CFMEU used threats and coercion deliberately to cause fear. As will be seen, the CFMEU directed threats and intimidation at women and children.

5. In summary, there is no doubt that there is violence in the Queensland construction sector and there is no doubt that the CFMEU was a big part of that violence. This is hardly a revelation. In 2024 a federal judge said he did not require evidence of CFMEU violence because it was *"well documented"that* the Queensland CFMEU had *"engaged in thuggish behaviour".* [3]

6. The purpose of the violence is plain - the violence is used by the CFMEU to support a pursuit of political, industrial, and financial power. This included, if necessary, destroying individuals and businesses. The CFMEU is ruthless - it will crush anyone offering any resistance to it.

7. The campaign of violence was very likely planned and directed by the CFMEU leadership - principally by the secretary, Michael Ravbar, and an assistant secretary, Jade Ingham.[4] The campaign was eagerly executed by some CFMEU organisers,

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[1] The terms of reference are attached as Appendix A. The terms were altered on 27 May 2025 to extend the period under investigation back to 2015. References in this report to the "CFMEU" should be read as limited to the Union's Queensland operations, either through the Queensland Branch of the federally-registered CFMEU or the state-registered entity, the CFMEUQ.

[2] See, as just one example, clause 42.3 of the *"RB Major Projects Pty Ltd and CFMEU Collective Agreement 2023-2027"*

[3] Justice Rangiah in *CPB Contractors Pty Ltd v Construction, Forestry and Maritime Employees Union* [2024] FCA 459 at [51].

[4] As will be explained, Ravbar and Ingham were given multiple invitations to attend an interview or to respond in writing. They declined all invitations. They were specifically requested to respond to this suggestion regarding their role in the violence. Neither did.

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some delegates, and some rank-and-file members. Ravbar and Ingham successfully cultivated a culture of violence in the CFMEU.

8. This report is not motivated by any hostility toward the trade union movement - far from it. This report is generated from a genuine respect for the essential role trade unions hold in redressing the imbalance of power between labour and capital, in improving the lives of working Australians, and keeping workers safe. But the power and benefits conferred through the recognition given to a trade union carries with it responsibility and accountability, and subjects its conduct to scrutiny. The rights of organisation and protest are not unlimited; there is a line somewhere - and violence is always on the wrong side of that line.

9. The Queensland CFMEU has well and truly crossed that line. The problem of violence in Queensland is serious. Numerous instances of violence are detailed in this report.

10. The CFMEU methods have proved effective in Queensland. The CFMEU has got its way, time after time, on numerous aspects of policy and during practical negotiations. Many of the opponents of the CFMEU have stood up to the intimidation, but others have been cowed by the threats. One common CFMEU method is to target individuals, isolate them, attack them, and not let up. The CFMEU is relentless. The conduct of the CFMEU has required some of their targets to quit their jobs, to move their homes, and to seek medical assistance. The CFMEU has ruined careers and caused long lasting emotional and financial damage to its opponents.

11. Yet often the methods employed by the CFMEU are childish and cowardly - *childish* because many of the methods used are scarcely more sophisticated than schoolyard bullying; *cowardly* because the CFMEU commonly sends a dozen or more men to intimidate its targets. The CFMEU imagines that strength is best reflected in sending ten men to threaten one. That is not strength - it is thuggery. Consistent with the thuggery, the CFMEU targets the vulnerable, including women.

12. There is a lot of hypocrisy in the CFMEU. The leadership speaks of its concern for the mental health of workers, but then deliberately damages the mental health of its opponents. The leadership speaks passionately about job security, but then constantly calls for the sacking or resignation of its opponents. The leadership speaks emotionally of unity in the trade union movement, but then tries to wipe out competing unions.

13. But far and away the worst hypocrisy from the CFMEU relates to its treatment of women. The leadership speaks of its concern for women, but then viciously attacks the women who oppose it in degrading and sexist terms. A specific section of this report will focus on violence inflicted on women by officials and members of the CFMEU. One of the witnesses is a health and safety advisor with more than thirty years' experience on Queensland building sites - she said that the belief that conditions for women are

improving is wrong and, if anything, the way in which women are treated has been deteriorating.

14. Unless it is stopped the CFMEU violence in Queensland will get worse. That said, there is evidence that suggests that if changes are made the risk of violence can be reduced and may even be removed.

15. If there is to be a change it will need to be initiated by the Administration. Even though Michael Ravbar and Jade Ingham have been removed, and even though a handful of officials have resigned, there seems to be little willingness amongst the holdover officials to change. Instead, those officials I interviewed were steadfast in denying that there was any problem at all - I was told repeatedly by organisers that they had never seen any violence emanating from the CFMEU. That is laughable given the extensive court findings and the irrefutable video evidence.

16. The Administration's response needs to be swift and ensure long lasting change. To end the violence will require the immediate removal of some officials.[5] Those officials and delegates who remain will need to be warned that repetition of the violence will lead to termination of their employment or appointment. Violence by the CFMEU can no longer be tolerated.

The course of the investigation

17. Over three months, 55 people were interviewed during the investigation, most more than once.[6] Those interviewed included CFMEU officials and members, other trade unionists, politicians, bureaucrats, building contractors, representatives from employers' associations, bystanders and - worst of all - victims of the abuse. Speaking to the victims was especially eye-opening. Extensive video and photographic evidence has been obtained and examined. The information included contemporary press reports and social media posts made by the CFMEU. There are thousands of pages of material.

18. Yet I fear this investigation only scratched the surface of the violence in the Queensland CFMEU. There are many other potential witnesses and many other stories which could have been told. There was no chance nor need to pursue them all. Enough was uncovered to make me confident of the accuracy of the matters included in this report.

19. This investigation was conducted while the CFMEU constitutional challenge to the Administration was unresolved.[7] The investigation was hampered to some extent by that fact. While that decision was outstanding several potential witnesses were reluctant to co-operate in case Michael Ravbar and Jade Ingham were successful and reinstated.

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5 The names of those officials will be provided separately to the Administrator in a private report.
6 A list of participating witnesses has been provided to the Administrator.
7 At the time this report was prepared the judgment had not been handed down.

A lack of co-operation from CFMEU witnesses

20. An investigation like this requires some degree of co-operation: potential witnesses need to be willing to talk; potential witnesses need to be truthful and accurate.

21. There was an obstinate refusal to co-operate from some critical witnesses with connexions to the CFMEU. It seems, sadly, that CFMEU officials are afflicted with widespread memory loss.

22. Four groups of witnesses connected to the CFMEU were identified as especially important to the investigation.

23. The first group comprised the former secretary Michael Ravbar, and a former assistant secretary, Jade Ingham.

24. Given the High Court challenge to the validity of the administration, it was regarded as inappropriate to require Ravbar and Ingham to attend an interview under s 323L of the *Fair Work (Registered Organisations) Act* 2009. Instead, Ravbar and Ingham were given multiple invitations to attend an interview. Neither took up the invitation.

25. This was a pity because there is no doubt that each could have assisted the investigation. It also meant that information adverse to Ravbar and Ingham was left uncontradicted.

26. A second group of current officials was identified as potentially helpful. Because this group comprised current employees of the CFMEU, they were directed by their employer to attend interviews. Independent legal representation was provided. They were [redacted]

27. The interviews were disappointing. Several of these men were deliberately unhelpful and even gave palpably false answers. A summary of what they had to say and the reasons for the adverse assessment of it is provided in my private report to the Administrator.

28. Because of specific matters adverse to him, a further invitation to attend or to provide a written response was sent to -

29. A third group of witnesses comprised previous employees of the CFMEU. This group could not be directed to attend, so they were invited to attend an interview. Again, independent legal representation was provided. Each of them declined to participate in an interview. This group comprised [redacted] a former co-ordinator, and the former organisers [redacted]

30. [redacted] accepted an opportunity to provide answers to written questions. Those answers are referred to where necessary in this report.

31. Because specific matters of concern arose during the investigation, further invitations were made to [redacted] to attend an interview or provide written responses to address the issues. [redacted] gave a minimal response and [redacted] declined to respond altogether.

32. A fourth group of witnesses are or were CFMEU delegates - ie officials of the CFMEU, but not employees of the CFMEU. They were also given an opportunity to attend an interview or answer questions. As none were employed by the CFMEU there was no power to direct them to attend an interview or to answer questions. Again, legal representation was made available, but each declined an interview. They are - [redacted] and [redacted].

33. Because the investigation raised specific issues of concern against them, further invitations to attend an interview or provide written responses were extended to-

- [redacted] to address the matters raised. Both declined the invitation.

The reports

34. My report is in two parts: this public report and a private report which will be provided only to the Administrator.

35. This public version has been deliberately framed to prevent repercussions against those who have provided assistance. Some names and other details have been withheld. Some of the images reproduced have been cropped or altered to protect identities. The content of some social media posts that targeted victims has been suppressed - to republish them would only retraumatise the victims and possibly grant some perverse pleasure to those who posted the abuse.

36. *Warning* - some of which follows in this report will certainly be distressing to some readers. It includes violence and threats toward women and, in one instance toward a child.

B. BACKGROUND: THE CFMEU IN QUEENSLAND

The legal structure of the CFMEU

37. Although references to the CFMEU will be made throughout this report, there are actually three separate bodies relevant to this investigation.[8]

38. The first body is the federally registered organisation, which has three Divisions - the relevant one being the Construction and General Division. The second body (and the principal focus of this report) is the federally registered Queensland and Northern

[8] Even the reference to the "CFMEU" needs to be qualified; because of amalgamations or separations, the Union has had different titles, but those make no difference to this report - throughout the Union will be referred to as the CFMEU.

Territory Branch of the C & G Division. The third body, typically referred to as the 'CFMEUQ', is registered under the *Industrial Relations Act 2016* (Qld).

39. It will generally be sufficient to refer simply to the CFMEU, using that as a means of describing the conduct of one or more of the CFMEU organisations operating in Queensland.

The leadership structure of the Queensland CFMEU

40. Before the Administration commenced the control of the Queensland Branch was vested in the Branch Committee of Management - commonly known as *"the COM".* The COM is elected by members.

41. Beneath the COM, during the period relevant to the investigation, [redacted] a secretary, Michael Ravbar, and two assistant secretaries, Jade Ingham and Kane Lowth. No adverse information was ever received in respect of Lowth.

42. Ravbar and Ingham were removed from their position upon the commencement of the Administration. [redacted] Under the Administration the powers and duties of the executive have been transferred to an executive officer.

43. Beneath the executive were, roughly, 40 organisers. The organisers were allocated roles, sometimes by reference to a geographical area, sometimes by reference to a task or trade. The number and names of the organisers changed occasionally. It will only be necessary to identify a few in this report.

44. The executive and the organisers were directly employed by the CFMEU.

45. Beneath the organisers there were, roughly, 400 delegates. Delegates are supposedly selected through a democratic process - ie a vote of members on a particular site. In practice the members are more commonly presented with a single candidate. The delegates are not employed by the CFMEU; they are employed by the contractor or contractors on a particular site. Upon selection a delegate will be recognised by the CFMEU and given specific training. The number and identity of the delegates changes often, and only those of particular present interest will be mentioned in this report.

46. Together the organisers and delegates are known as *"officials"* of the CFMEU and have a role of representing the Union in different circumstances. They are positions of power and authority.

C. THE CYCLE OF LAWLESSNESS

47. There is a plain and consistent theme running through the operations of the CFMEU in Queensland - that theme is the CFMEU's utter contempt for the law, its disregard for laws and rules, its refusal to be bound by ordinary norms of behaviour, and its attempt to take advantage of its acting outside the law. There is something deeply hypocritical

that, when challenging the validity of the legislation introducing the Administration, the CFMEU took their arguments to the High Court on the basis that the CFMEU was entitled to the protection of the rule of law - a protection it had repeatedly denied to those with whom it dealt.

48. In some ways the problem goes deeper than a mere disregard for the law, it seems to extend to deliberate breaches. The CFMEU wanted to have the reputation of an outlaw.

The CFMEU's attitude to industrial prosecutions

49. In August 2024 the Fair Work Commission detailed how, in the 21-year period between 2003 and 2024, there were 213 separate court proceedings brought against the CFMEU, resulting in 2,600 convictions and the imposition of $28 million in fines. Things were getting worse, not better: in the High Court challenge the Solicitor-General cited records showing how, in the five-year period between 2019 and 2024, the CFMEU had been convicted of 1,163 breaches of industrial laws, resulting in more than $10 million in fines.[9]

50. This is quite out of order with the experiences of other trade unions: the CFMEU had collected 55 times more convictions than its closest competitor; many large trade unions had not been prosecuted for a single breach. While it is fair to observe that the Australian Building and Construction Commission targeted the CFMEU, other unions were also subject to the ABCC, and did not have conviction rates anything like the CFMEU.

51. Some federal judges imposing punishment on the CFMEU have observed that the CFMEU has no regard for the fines and that fines have proved ineffective as a deterrent. Several judges have described the CFMEU's attitude as treating the fines as a cost of doing business.

52. I would go further - it seems more likely that breaching the laws and suffering fines was an integral part of the CFMEU business model. Its reputation as an aggressive outlaw created a fear and reticence amongst those dealing with the CFMEU. Those running the Queensland CFMEU were obviously content that the value of that outlaw reputation well exceeded the amount of the fines.[10]

53. Those statistics apply to the whole of the CFMEU; this investigation is focussed on Queensland Branch. For that reason literally dozens of Queensland court decisions were read as part of this investigation - there is something of a summary below. Reading judgment after judgment is dispiriting: the lawlessness in Queensland affects every aspect of the CFMEU's operations - its relations with government, its relations

[9] See Ravbar v Commonwealth of Australia (2024) HCATrans 90 (10 December 2024).

[10] In his evidence in the Trades Union Royal Commission, Michael Ravbar said that"/ *don't have* a *problem"* with the CFMEU breaching court orders, including an injunction: Michael Ravbar, 6/8/14, T: 347.25-39. Referenced Heyden Report, Volume 5, page 400.

with regulators, its relations with other trade unions, its relations with contractors, its relations with women, and its relations with the public.[11]

Who paid the fines?

54. Unless a punishment stings it will not deter. For this reason, there is a statutory power to make an individual liable to pay the fine and to prevent recovery from the CFMEU or some third party.[12] Unless personal payment orders were made, the CFMEU routinely paid the fines imposed upon its officials. That meant the individual official faced no downside; the individual develops the confidence and impudence to continue breaching the law.

55. Several personal payment orders have been made against Queensland CFMEU officials by federal judges.

56. There were strong rumours that the CFMEU protects its officials and members from the impact of personal payment orders. An examination of CFMEU records was conducted which showed payments were being made which had the effect of defeating the sting of the personal payment orders. It seems the CFMEU may have received legal advice that third-party payments would be acceptable if made by the State registered union. That advice appears to have glossed over the complex financial relations between the Queensland Branch and the Queensland Union.

57. When individual officials were asked about the matter, objections were taken invoking the privilege against self-incrimination. Those who claimed the privilege were -



58. The only reasonable inference is that those claiming the privilege had not complied with personal payment orders made against them. There is no doubt that they and others were being funded in a way to evade the orders of the courts.

59. The step of consciously evading court orders is serious, and a further demonstration of the utter disregard the CFMEU has for the rule of law. It also explains why officials were repeatedly breaching the law.

D. INSTANCES OF VIOLENCE

60. The violence the CFMEU brings into the construction sector occurs in a wide variety of ways - in far too many ways to catalogue the lot. There is chaos - the CFMEU thrives on chaos. This makes it difficult to organise the violence into some kind of sensible order.

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[11] These statistics grossly understate the actual number of breaches. One witness - in a very good position to know - explained that on the Cross River Rail Project there were thousands of individual breaches notified by contractors to the ABCC, but the ABCC were selective as to those which would be prosecuted.

[12] Sees 546 of the Fair Work Act 2009.

61. Although there are many other types and occasions of violence, this report is limited to five categories or areas in which the CFMEU deliberately extended its violence.

62. The *first* is the approach the CFMEU took toward the government - the Ministry and the senior bureaucracy. It seems that the CFMEU thought it was, or at least should be, running the Queensland government.

63. The *second* is the way the CFMEU treated the Work Health and Safety inspectorate - another area in which the CFMEU decided it should be in control.

64. The *third* is in its relations with the Australian Workers' Union - an Australian trade union which the CFMEU in Queensland seems to have decided should no longer exist.

65. The *fourth* is the relations the CFMEU had with employers and with employer organisations. Here it is perfectly understandable that there would be tensions, but the CFMEU recognised no boundaries and went much too far.

66. The *fifth* is the way in which the CFMEU treated women. This issue has been left until last because in some ways it is the most important. It is a showcase of what is wrong with the CFMEU.

67. As foreshadowed, much of what follows involves abusive language. It might be said that these are only words, but that ignores the real effect the words had. The CFMEU knew by 2014 of the power and effect of abusive language, and why it was unacceptable. In *CFMEU v BHP Coal Pty Ltd*[13] a mine worker's employment was terminated because he was carrying a sign bearing the words *"No principles, SCABS, No guts".* The CFMEU litigated the matter all the way to the High Court, where the termination was upheld because the language was offensive, abusive, humiliating, harassing, and intimidatory.

68. It is stunning to compare those words - *"No principles, SCABS, No guts"* - with the horrifying abuse about to be disclosed below.

HOSTILITY TOWARD GOVERNMENT

69. Australian politics, especially at a State level, is notoriously robust; strong criticism is common. But even by those standards the CFMEU went too far.

70. The problem starts with Michael Ravbar. He, like all Australians, enjoys a freedom of political communication, but that does not entitle him or anyone to engage in persistent, threatening abuse. His language set a low standard of conduct for the whole of the Queensland CFMEU. If the CFMEU was sliding into violence, the slide was starting from the top.

[13] [2014]HCA41.

"Politically moronic"

71. In speech after speech, Ravbar denigrated politicians because they would not give in to him. The attacks were personal, lifted straight from the Trump playbook. Ravbar described the Prime Minister as *"gutless", "willingly ignorant",* and *"politically moronic".* He said that the Prime Minister had *"lost control",* had a *"glass jaw",* was a *"bed wetter",* and had *"panicked and soiled himself'.* In one memorable speech he shouted that the Prime Minister was *"doing a shitjob"four* times in about two minutes.[14]

72. Ravbar also attacked a succession of Queensland Ministers. He described successive Premiers as *"increasingly remote and intolerant of criticism",* as demonstrating *"an appalling lack of judgement",* and as being *"a joke of a leader".* He described a Deputy Premier as a *"dud"* and another Minister as the *"worst industrial relations minister Queensland has ever seen".*[15] Meanwhile the CFMEU Facebook page told a Minister you have *"blood on your hands".*[16] Ravbar's standard response when faced with the slightest opposition was to call for Premiers, Deputy Premiers and Ministers to be sacked or to resign.

73. I spoke to politicians about this. Their stories were similar.

74. One Minister described the CFMEU as *"the most aggressive"* trade union, and *"so aggressive so that nothing can satisfy its appetite".* Another said *"the CFMEU is uncomfortable if there isn't a battle or a fight on".* One politician asked a very good question - *"the CFMEU is so aggressive, but the AWU is not. Both are building unions - why the difference?".*

75. On public occasions - even formal occasions - the CFMEU would have members attend and heckle politicians. When one Minister was addressing a group, they were drowned out by CFMEU members - *"you've got blood on your hands".* One Minister's office received so many abusive telephone calls that - ironically - as a workplace safety issue the staff were instructed not to take calls from the CFMEU. That Minister was constantly abused by Ravbar; his abuse was described as *"relentless".*

76. The abuse was so bad that the Queensland police insisted that one Minister be given a security upgrade.

77. The abuse was sexist. Occasionally signs were attached to the door of the ladies' facilities near a female Minister's office - *"Flush Labor Down the Toilet".* One of these signs actually used tampons to form the words.

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[14] See as examples: *"Albanese shields mates, sells out workers",* CFMEU media release, 17 July 2024; *"Queensland Union boss lashes out out at Labor government over CFMEU probe",* Brisbane Times, 17 July 2024; *"Doing* a *sh*t job: Ravbar takes aim at Albanese" Courier* Mail, 27 August 2024; Ministers Media Centre, 14 August 2024.

[15] *"Michael Ravbar blasts Qld Labor for giving plum IR positions to senior union figures",* The Australian, 5 July 2019; *"Minister rejects resignation calls after worker injured",* Canberra Times, 26 July 2023; *"Ex CFMEU powerbroker savages Miles* as 'a *joke'",* The Australian, 27 August 2024

[16] CFMEU Facebook post, 15 February 2024.

78. The aggression was quite mindless. For example, a Minister's electorate office was picketed, but when the Minister asked the men on the picket line what their issue was, they had no idea.

"You're now working for us"

79. The following might be the best example of how the CFMEU thought of government, especially a Labor government.

80. When Labor recovered government in Queensland in February 2015 the CFMEU seems to have regarded itself as having taken over administering industrial relations.

81. Just after the change of government, two members of an agency attended the CFMEU offices at Bowen Hills for stakeholder consultation over new industrial legislation. The new law had been a promise of the incoming government. I was told by a senior public servant that, upon arrival, they were verbally attacked by [redacted]

82. According to that public servant [redacted] complaint was that the CFMEU should have been involved in *drafting* the legislation, and not just consulted after the law was drafted. In other words, in [redacted] view the CFMEU should be making the law, not the Parliament.

83. The public servant said that [redacted] is a large man and he stood, towering above the consultative team. He shouted for about five minutes. The theme was consistent - *"I am your boss now".* He told them *"You'll take your directions from me"* and added *"You're now working for us".*

84. I wished to raise these issues with - [redacted], but he declined my invitation to attend an interview. Instead, he gave a written response which contained no details beyond a bare denial.

"The crack was probably already in the glass... it was probably foreign product."

85. On 5 April 2023 the CFMEU organised a *"National Day of Action"* during which an estimated 5,000 of its members marched through the CBD toward the Commonwealth offices in Waterfront Place in Eagle Street.

86. The principal reason for the protest was to force the federal government to abolish the Fair Work Ombudsman - the body responsible for prosecuting the CFMEU for its many breaches.



Figure 1: The protesters arrive at the Commonwealth offices (Source: Courier Mail 5/04/2023)

87. The premises at Eagle Street were locked down in advance of the protestors, but several men forced a glass revolving door, smashing it to pieces.



Figure 2:Police inspect the smashed glass door. (Source: Lyndon Mechielsen/Courier Mail 19/04/2023)

88. There was also graffiti found painted onto the building: for example, one message was *"Fuck ABCC"* and another simply said *"Pigs"*.[17]

89. Apart from the inconvenience, the cost of the damage to the property was in the order of $25,000.

[17] *"Two men face court after violent CFMMEU protest"The* Courier-Mail, 19 April 2023. The message regarding the ABCC is puzzling; the ABCC had already been abolished some months earlier.

90. Although there is clear video evidence that the locked door was smashed when CFMEU members were forcing it open, Jade Ingham brushed that aside: he told the mob - *"I know the crack was probably already in the glass and that it wasn't our fault".* He was even able to blame the destruction of the door on foreigners - *"It was probably foreign product to begin with".*

Workers just *"wanting to have* a *say"*

91. On 23 August 2022 the Queensland Transport and Roads Investment Program had organised an industry briefing at the Department of Transport and Main Roads offices in Mary Street in the CBD. This was an important strategic planning event. Amongst others, three senior officials of the CFMEU were invited to attend.

92. The event never happened. Before the briefing could commence around 200 members of the CFMEU *"stormed"* the premises, forced their way in, and occupied the area in which the briefing was to occur. The mob knocked a security guard to the ground, although he was not seriously injured.[18]



Figure 3: CFMEU protesters occupying the Department of Transport and Main Roads office. (ABC 26/08122)

93. Departmental workers and persons attending the briefing were forced to take cover. The police were called. The building was placed into lock down. The departmental staff and the visitors were evacuated.

94. The CFMEU's tactic was effective: QTRIP had to abandon the remainder of the briefing program on safety grounds.

95. The Premier, Annastacia Palaszczuk, labelled the CFMEU conduct as *"disgraceful"* and called on the CFMEU to apologise to those hurt. The CFMEU refused: Jade Ingham made a statement that trespassing on the premises was *"nothing more"* than construction workers *"wanting to have a say".* He accepted no blame that an important

[18] See *"Queensland opposition calls on Labor to hand CFMEU donations to anti-bullying charity after protestors entered government building",* ABC News, 26 August 2022; and *"Qld state of disunity as CFMEU flexes muscle in construction industry",* The Courier Mail, 22 July 2024.

industry briefing had to be cancelled; instead he said *"the meeting was cancelled by* a *government too scared to face scrutiny".*

96. In a gesture typical of the CFMEU, Ingham called for resignations - *"Clean out your sclerotic bureaucracy, starting at the top".*

HOSTILITY TOWARD THE WHS INSPECTORATE

97. The CFMEU had no respect for the independence of the regulators; as far as the CFMEU was concerned, if the regulators would not bend to its will, then they were corrupt or incompetent[19] and could be subject to threats of violence, intimidation and targeting.

98. The CFMEU method for putting pressure on the WHS inspectors was to abuse them, to belittle them, and to whip up an angry response from the membership toward the inspectors. This last matter was commonly done through posts placed on the CFMEU Facebook page. The posts were often accompanied by doctored video images. The worst feature of this was undoubtedly deliberate - it meant the inspectors could be identified.

99. And, as will be seen, their families could be identified too (see *"Is that your old man on the video?- He's* a *fucking cunt',* below).

100. In case it appears that what follows is a biased account provided only from WHS inspectors, it might be important to know that the fact of the abusive conduct was independently corroborated. There are videos of the CFMEU captured by the inspectors. There is also independent corroboration from others who saw the exchanges on various worksites. For example, an employee of one of the contractors on the Cross River Rail Project was an independent witness to the way in which the CFMEU treated the WHS inspectors. He described how the CFMEU organisers and delegates would openly abuse the inspectors and attack them verbally if the inspectors declined to follow the CFMEU's directions.

"Fuck off - I told you I would get you removed"

101. A theme constantly repeated by the WHS inspectors raised issues surrounding the role of a former WHS director, Helen Burgess. This is problematic because those matters are currently under investigation by the Crime and Corruption Commission.[20] In fairness to Burgess I decided not to review those matters in this investigation.

102. But it is necessary to raise this present matter because it demonstrates just how much power the CFMEU wielded over the WHS Inspectorate.

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[19] For example, in about 2021, a CFMEU organiser, [redacted], was disgruntled with the decision of a WHS inspector and so he told the inspector *"you're on the take from the builder".*

[20] See, for example, *"Health and safety officials under investigation for allegedly giving confidential information to CFMEU',* ABC News, 19 August 2019.

103. In about 2021 a bomb threat was made in respect of a building site in Edmondson Street, West End. The police were called and specialist teams carried out a search for the bomb. After some hours the threat was exposed as a hoax.

104. While work on the site was stopped a CFMEU organiser, [redacted], attacked the safety representative of the builder. [redacted] began screaming at the man that he was "a *fucking cunf* and "a *fucking dog".*

105. A WHS inspector was standing nearby and stepped in and told [redacted] he was not permitted to speak to the safety representative that way, or to use that kind of language.

106. Within minutes the WHS inspector received a telephone call from his boss who ordered him to *"immediately remove himself* from the site. When [redacted] saw the inspector preparing to leave, he called out to him *"Fuck off-/ told you I would get you removed'.*

The inspectors' own workplace became unsafe.

107. Things became so bad for the WHS inspectors that they had to introduce their own safe work practices to protect themselves from the CFMEU. This came in two waves.

108. The first change came in about 2018 when a direction was made that a lone inspector could not attend a site where there were multiple CFMEU officials present. In those circumstances a second inspector had to be called. From that time WHS inspectors have had to attend CFMEU sites in pairs for their own safety.

109. The second change came in 2022 when the inspectors were issued with body worn cameras as part of their PPE.[21] This came about because the CFMEU was shooting their own videos, then editing them to show the inspectors falsely in a bad light. When these videos were published on the CFMEU Facebook page they would be accompanied by critical or even humiliating commentary, setting off a thread of unhinged responses. To counter this, the WHS inspectors began wearing cameras and collecting their own videos. Thousands of hours of those videos have been provided to me.

110. The body worn cameras produced an unexpected beneficial result: when the CFMEU officials became aware they were being recorded, their behaviour improved markedly.

"You're that cunt from the video"

111. In about 2022, during the worst of the period of abuse caused by the CFMEU Facebook page, a WHS inspector attended a site in Brendale, just north of Brisbane. He was accompanied by two female trainee inspectors.

112. The inspector was talking to a representative of the builder on the top deck of the building under construction, when one of the workmen came at the inspector with an

[21] PPE - ie personal protective equipment.

angle grinder. The angle grinder was in operation. The workmen shouted at the inspector, *"You're that cunt from the video".*

113. The inspector shepherded the two trainees to safety but was followed by the man with the angle grinder. The man told the inspector"/ *want to take you outside and bash the shit out of you".*

114. This happened shortly after the CFMEU had posted an inflammatory video about that inspector on its Facebook page.

"You're a bit of a fucking dog"

115. A WHS inspector was at the funeral of his friend's wife. His friend was from the construction sector and so were several of the other mourners.

116. The inspector was approached by three men he did not know. One of the men came to him and said *"You're that cunt from the video".* Another added *"You're a bit of a fucking dog".*

117. Not long before the funeral, that inspector had been the subject of an inflammatory video posted by the CFMEU on its Facebook page.

"You're a fucking dog, you're a fucking dog, you're a fucking dog"

118. On 4 April 2018 a CFMEU organiser, [redacted], was troubled by what he felt were deficiencies in an emergency evacuation plan. When a WHS inspector demurred, [redacted] responded by moving in close to the inspector and screaming at him *"You're a fucking dog, you're a fucking dog, you're a fucking dog".*

119. [redacted] admitted he did this.[22]

120. It is true that [redacted] was subsequently acquitted of criminal charges arising from this episode[23], but that in no sense excuses [redacted] for what he did: [redacted] was purporting to act under an authority received from the CFMEU while wearing a CFMEU uniform. His conduct was disgraceful.

121. The response from Michael Ravbar to this incident demonstrates just how far the leadership of the CFMEU had departed from the norms of conduct in a civil society: according to a newspaper report, Ravbar called on the WHS Inspectorate to apologise to [redacted] and the CFMEU.[24]

HOSTILITY TOWARD THE AWU

122. The worst violence coming from the CFMEU has been directed at the Australian Workers Union and its officials.

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22 See [redacted]

23 [redacted]

24" [redacted]

123. The key factor driving CFMEU hostility toward the AWU is an intention to drive the AWU out of the south-east corner of Queensland - if the CFMEU had its way, the AWU would cease to function in that area or, perhaps, cease to function altogether. The CFMEU could then take control of all building sites.

124. Not only is this inconsistent with the industrial legal system, but it is also directly contrary to the objects of the CFMEU which require the CFMEU "[t]o *work as far as is lawful in harmony with other labour unions."*[25]

125. The CFMEU was driven to illegal methods because legal methods were not open to it. Under the competing coverage rules, if the CFMEU had gone through conventional legal processes they would have lost. There is a sufficiently clear dividing line between the workers covered by the AWU and the CFMEU and it showed that the CFMEU did not cover workers on many sites where it was pressing its involvement. On those occasions where the coverage issue had been litigated, the CFMEU had lost.[26]

The commencement of the personal hostility

126. Before 2022 there had been decades of simmering political and industrial competition between the CFMEU and the AWU, but it did not cross into violence. In about 2022 something changed and the competition was converted into a hostile campaign.

127. It is possible to place a date on the spike in the violence deployed by the CFMEU against the AWU. In August 2022 Stacey Schinnerl was elected as the State Secretary of the AWU - the first woman to hold that office.

128. On 6 November 2022 Schinnerl spoke at the ALP State Conference and made a reference to the incident where the CFMEU had stormed the Department of Transport and Roads (see *"Workers just wanting to have* a *say",* above). Michael Ravbar was leading the CFMEU contingent at the conference. He erupted and demanded that all CFMEU delegates to the conference immediately leave. Those delegates followed their leader.[27]

129. From that time there has been continuous intimidation of the AWU by the CFMEU.

130. There are numerous instances of different kinds of violence inflicted by the CFMEU on members of the AWU - far too many to list all of them; these are just a few.

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[25] See the Objects stated in Part 4 article (m) of the the most recent iteration of the rules of the CFMEU.

[26] One especially vivd example is in the decision of Justice Munro in *Re Australian Workers Union* (1998) 26 IR 197 at 200-201.

[27] Ravbar was specifically asked to respond to this, but declined. H

"You fucking sell-out cunts"

131. On 23 March 2023 there were two incidents at the Brisbane Metro site at the corner of Grey and Melbourne Streets in the city - one in the morning; the other in the afternoon. Each was serious.

132. In the morning three AWU organisers arrived near the site to attend a scheduled meeting. The meeting was approved by the contractor.

133. The CFMEU were determined to prevent the AWU from gaining access to the site. A dozen or more CFMEU members waited for the AWU organisers and blocked their access to the site. The AWU organisers were then surrounded and two were pushed and shoved and dragged by their clothing.



Figure 4: CFMEU members blocking the AWU organiser's entry.

134. Slogans were shouted - a rhythmic chant which starts *"A WU"* - then a pause before - *"Grubs".* It looks childish on paper but is not so harmless when repeatedly shouted by an angry mob. Personal abuse was hurled - *"You fucking sell-out cunts"* was one memorable line.

135. This was happening on a public street and members of the public were nearby - one CFMEU man, in an agitated an aggressive manner, approached bystanders at a bus stop screaming *"Do you think the AWU are grubs?"* Two women near the scene became distressed and commenced crying.

136. I was told by a person that - a CFMEU organiser, grabbed and manhandled him. This was corroborated by a witness. - sent a written response adamantly denying it - but I do not see why I should believe him given this seemed to be a miraculous improvement on his memory during his interview. –was involved, although it is not clear whether he became physically involved.

137. The AWU organisers, with the assistance of the contractor, were able to extract themselves and escape.

138. –was asked about this incident and, at least at first, he had some recollection - but, as questioning became closer his memory suddenly failed him. When –was asked about it he, at first, said he recalled being there, but when allegations were put to him he reverted to his standard answer - "*I don't reca/f'.*

"We're the CFMEU - we're here for the Blue"

139. On the afternoon of 23 March 2023 the same three AWU organisers returned to the Brisbane Metro site with a view to speaking to their members. About 25 CFMEU men

again blocked their entry. Again, the conflict was taking place out on a public street. The chants and threats were repeated at full volume.

140. The episode was captured on a video from which screenshots can be extracted.



Figure 5: The point at which the CFMEU blocked AWU access.

141. These scenes show the point on the public street where the CFMEU blocked the AWU organisers from entering the worksite. The large man in the middle is [redacted], a delegate of the CFMEU. [redacted] had formerly been [redacted]. The man in the yellow jacket being threatened by [redacted] is an AWU organiser. This was happening on a public street.

142. The screenshots do not convey the chaos and anger at the scene. The video does. The screenshots cannot capture the fact that the CFMEU members were screaming abuse at the AWU organisers. It was as though the CFMEU *wanted* to trigger a physical fight. One chant was *"CFMEU - We're here for the Blue".*[28]

143. The AWU organisers maintained their composure and did not respond; if they had physical violence was inevitable.

144. Participants in the afternoon episode can be identified from the video: the CFMEU officials included [redacted]

145. Some of those involved in this incident were directed to attend an interview with me. The interviews were quite unsatisfactory. I asked [redacted] about the incident but each claimed a defective memory prevented them from assisting.

146. Each of [redacted] and [redacted] declined to attend an interview, so each was sent a written request to answer questions about the incident. Both declined.

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[28] [redacted] said that *"We're the CFMEU - We're here for the Blue"* is a common CFMEU chant, but each implausibly denied that the word *"Blue"* might be speaking of a physical fight.

"We know you have two young sons"

147. On 20 June 2023 there was an especially threatening incident at the Gabba Station site on the CRR.

148. Two AWU organisers had come to the site to address members on the progress toward a new EBA during the workers' lunch break.

149. The meeting should have been straightforward, but it was immediately disrupted by [redacted]XX and another CFMEU representatitve who were bellowing abuse and chanting *"Australia's Weakest Union".*

150. The meeting could not continue and the AWU organisers, together with the AWU site delegate, suspended the meeting. The AWU organisers were parked at a nearby shopping centre. As the AWU organisers then made their way to leave the site they were warned by a contractor - *"You have a crowd waiting for you".*

151. At the front gate there were about 40 CFMEU members waiting for the AWU organisers. A contractor assisted the AWU organisers to find an escape through a side entrance, but there were about 25 CFMEU members waiting there.

152. The AWU organisers were surrounded and prevented from moving for about five minutes. Meanwhile the abuse revved up - *"What the fuck are you doing here?", "You are screwing over workers", "You fuckers worked on ANZAC Day", "Are you scared now?"* - and more along similar lines.

153. The two AWU organisers were separated. One had his backpack ripped from his shoulders, he was pushed and shoved and encircled by angry men. Two men - one of whom has been identified as - then shoulder charged the organiser, forcing him out onto the road into the path of traffic. One of the men told the organiser that he knew where he had previously worked; another said *"We won't stop coming for you - no-one can protect you"* and another said *"We know where you live"*.[29]

154. Then one made an especially chilling remark - *"We know you have two young sons".*

155. The AWU organisers made their way back to the shopping centre, still surrounded by the CFMEU. The abuse continued even though they were in a public place - some of what then occurred was captured on CCTV footage taken inside the shopping centre.

[29] The CFMEU men did know where the AWU organiser lived. One morning when retrieving his rubbish bins, he found those bins covered with stickers disparaging the AWU. It is known that these stickers have been designed and purchased by the CFMEU (see *The sticker campaign,* below).



Figure 6: The CFMEU surround two AWV delegates in the Coles shopping centre on Stanley Street.

156. This screenshot shows a moment during which the two AWU organisers were surrounded by over ten CFMEU members. This occurred in a public area, adjacent to the opening of the shopping centre on Stanley Street. The movement of the AWU organisers was impeded for a long period.

157. Those from the CFMEU who can be identified as involved in this incident include the organisers [redacted] and >00<)< and the delegates [redacted], and [redacted]. There are many others, who engaged in criminal conduct, who remain unidentified.

158. **1111** was asked about this incident, but claimed he had a defective memory which prevented him commenting. I had intended to ask - but it had become apparent that he was not assisting the investigation. >0000< and [redacted] declined to attend an interview and declined to respond in writing.

"You don't know who I run with"

159. On 25 May 2023 there was an incident when an AWU organiser attended a site to engage in negotiations with an employer over a new AWU EBA. A CFMEU organiser, [redacted], turned up uninvited and inserted himself into the discussions.

160. When the AWU organiser objected to [redacted] involvement [redacted] insisted they take the matter outside - *"Can I have a word with this bloke?".*

161. Once outside [redacted] spoke aggressively to the AWU organiser:

[redacted]: *"We have to work collaboratively".*

AWU: *"Why-you have no coverage here".*

[redacted]: *"Okay. You want to be a dog".*

162. When the AWU organiser raised the coverage rules [redacted] stopped him:

> [redacted]: *"Shut up little boy - remember what happened at Cross River Rail - we got you there".*

This was undoubtedly a reference to matters described earlier.

163. The AWU organiser then turned to walk away, but [redacted] called him back:

> [redacted]: *"I will see you down at my car later".*

[redacted] then rolled up his sleeve and showed off a tattoo - the AWU organiser said he did not know what the tattoo meant:

> [redacted]: *"You don't even know who I run with. You better watch yourself'.*

164. [redacted] denies being a member of or being associated with any members of the Bandidos or any outlaw motorcycle gang, and I accept that denial - but otherwise the aggression disclosed in this encounter is regrettably consistent with other misconduct by [redacted] described in this report.

"You big fat cunt"

165. On 26 or 27 July 2023 an AWU organiser attended a site known as the Northern Portal on the CRR. The wider project was closed following an accident. The purpose of the organiser's visit was to address AWU members on the progress of the investigation into the accident.

166. To enter the site required the organiser to pass through a CFMEU picket line - which was permissible given the purpose of the visit. But when the organiser began to get out of his car he was surrounded by about ten CFMEU members, who got so close to the organiser he had to back up so that he was pinned to his car. More men joined the mob.

167. For 15 minutes the organiser had to suffer shouted personal abuse - *"You fucking grub", "Fuck off- it's our site now"* and the like. The men then started chanting *"You big fat cunt - You big fat cunt - You big fat cunt'.* Meanwhile, one of the CFMEU men let the air out of one of the tyres on the organiser's car.

168. A CFMEU organiser, - was present, although he stood apart, watching the abuse go on, but from across a footpath. The AWU organiser also recognised the CFMEU delegates, [redacted] and [redacted].

169. Jade Ingham arrived a little later and when he arrived and spoke to the AWU organiser the hostility diminished. Eventually the AWU organiser was allowed to leave, driving his car with a partly deflated tyre.

170. I spoke **tollllabout** this incident but he claimed his defective memory meant he had no recall. Similarly- ability to recall the events was compromised, and he was

unable to assist. Invitations extended to [redacted] and [redacted] to be asked about this incident were declined.

171. Although Ingham had declined to attend an interview he did briefly respond by denying any knowledge of this incident.

"Do you want to step outside with me?"

172. On 28 February 2023 at the Gabba CRR site, two AWU organisers were conducting a scheduled meeting in the smoko shed. One of the organisers was new and was introducing himself to AWU members on-site. A CFMEU delegate, [redacted], entered the shed, disrupted the meeting, aggressively shouting abuse about the AWU.

173. When [redacted] was asked to leave he responded to the new organiser - *"Do you want to step outside with me?"* - obviously a threat of violence. When his threat was ignored, [redacted] remained in the smoko shed, disrupting the meeting by repeatedly shouting *"AWU-Australia's Worst Union"* and heaping childish personal abuse on the new AWU organiser.

174. When the organisers were leaving, [redacted] followed them to the perimeter of the site, hurling more abuse. An opportunity for [redacted] to speak about this incident was declined by him.

The Centenary Bridge incident

175. On 23 February 2024 there was an incident at the Centenary Bridge site at Jindalee. Two AWU organisers had been on the site with the knowledge and permission of the contractor and were leaving in their cars, one car following the other. As the first car reached the gates and was about to enter a public road more than ten CFMEU members surrounded the car, shouting at the driver and rocking the car.

176. The scene was captured by a dashcam on the second AWU car:





Figure 7: Dashcamfootage of CFMEU officials surrounding an AWU car, blocking exit.

177. The identity of most of those involved remains unknown. Witnesses at the scene say that the CFMEU members were drawn from the so called *"Youth Crew".*

178. The action continued for about 20 minutes before the CFMEU members dispersed when they became aware the police had been contacted.

"When I say AWU, you say grub"

179. At about 9.30am on 2 March 2023 three AWU organisers attended a scheduled meeting at the Albert Street Mall site of the CRR. Two CFMEU organisers tried to break into the meeting.

180. By the time the meeting ended there were six or seven CFMEU members, including the two organisers, waiting outside. They encircled the AWU officials in a threatening fashion, slinging threats and personal abuse. They plastered *"AWU -Australia's Worst Union"* stickers onto the bodies of the AWU organisers (see *"The sticker and poster campaign",* below). The loud and childish chant was struck up - *"When I say AWU, you say grub".*

181. When the AWU organisers attempted to leave, the group blocked their path and surrounded them. Slowly the group inched forward and out onto the public street, with the abuse and chants still ringing.

182. The CFMEU group remained ringed around the AWU organisers, walking with them all the way back to the Adelaide Street offices of the AWU - a distance of several hundred metres. This was all occurring in a public space. Members of the public were pushed out of the way by the CFMEU to allow them to continue with their abuse.

The sticker and poster campaign

183. As part of its war against the AWU, the CFMEU designed and commissioned a range of stickers and posters with messages disparaging the AWU. It is, quite frankly, one of the most childish protests one could imagine.

Docusign Envelope ID: F065187F-E6E9-49CA-84AC-586215FA0BA3

184. Here is an example of one of their posters:

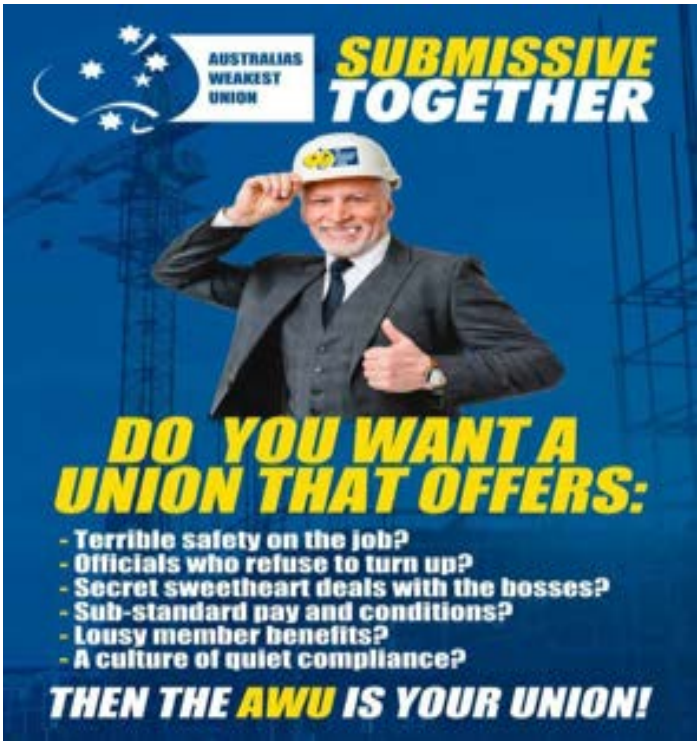


Figure 8A: CFMEU-designed poster.

185. Apart from the sheer stupidity of the campaign, there is a deep irony in some of the messaging. For example, when the poster says something about *"sweetheart deals with the bosses",* it is notorious that the CFMEU has favoured contractors with whom it is close and with whom the CFMEU entered favourable arrangements. When it says the AWU has *"officials who refuse to turn up"* - it is an odd complaint to make when, as shown above, the CFMEU did everything it could to prevent the AWU getting on to sites and organising its members.

186. These are some other examples of CFMEU creative abilities:

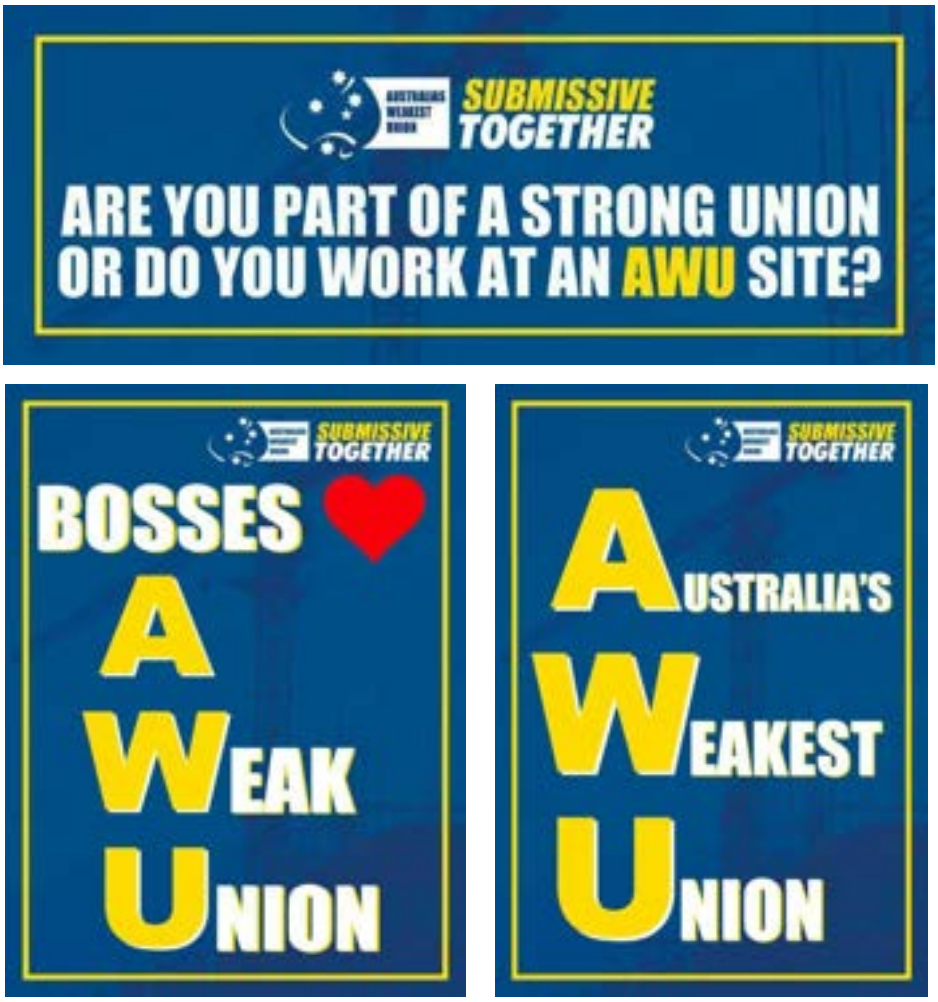


Figure 8B: CFMEU-designed stickers and posters.

187. A search of CFMEU financial records shows that substantial sums were spent on these posters and stickers. It is not possible to be precise, but nearly $40,000 of members' money was wasted on this rubbish.

188. The CFMEU went further and applied the stickers to private property.

189. For example, on 24 February 2023 two CFMEU organisers, [redacted] and [redacted], entered a secure carpark beneath the AWU offices and plastered stickers over the AWU vehicles. Stickers were also fixed onto the external walls of the building and the internal walls of the carpark.

190. These are some screenshots taken from CCTV footage from the carpark:

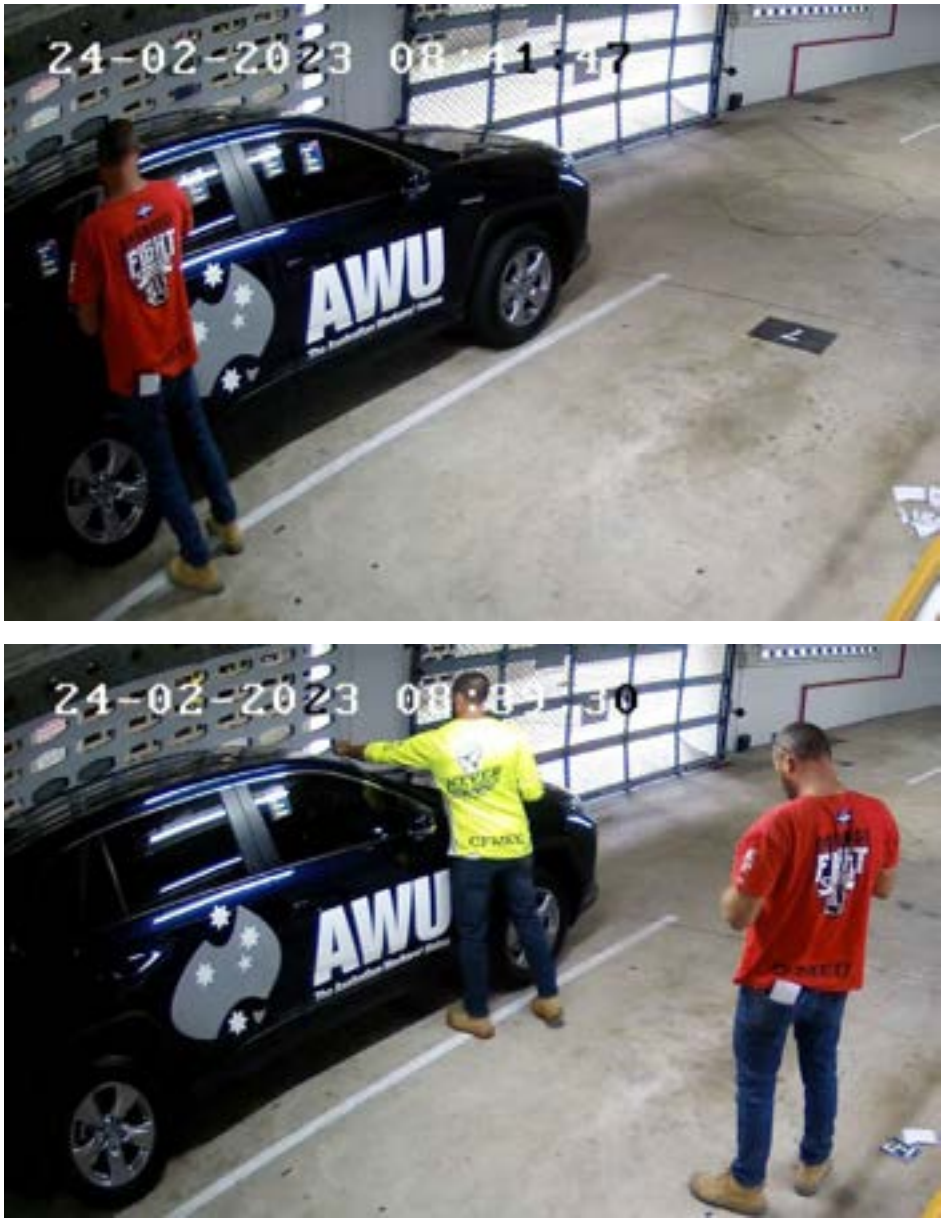


Figure 9: CFMEU member plastering AWU stickers on an AWU vehicle. and around the parking lot (Source: CCTV Camera)

191. An AWU organiser who knew-and~~saw~~ them and attempted to stop them, leading to a slanging match.

192. When -and [redacted] were finished the AWU cars were not driveable.



Figure JO: CFMEU-plastered stickers on AWU vehicle.

193. By itself, something like this sounds no worse than a childish prank, but it was the start of a pattern of conduct. The stickers became a large part of the CFMEU campaign. There are other instances where AWU officials returned to their cars and were unable to drive away because the windscreens were covered with these ridiculous stickers.



Figure I I: A separate incident of CFMEU members covering AWU vehicles in similar stickers.

194. In any event, the CFMEU conduct should not be dismissed as a joke - the entry to the carpark, and the damage to the carpark and to the AWU cars constituted deliberate trespasses committed by the senior CFMEU officials - and - It is another example of lawlessness.

195. When I asked - about this incident he declined to answer the question upon the grounds he may incriminate himself. ~~was~~ given the opportunity to be interviewed, but declined.

HOSTILITY TOWARDS CONTRACTORS AND EMPLOYER GROUPS

196. Hostility between trade unions and employers and employer associations is to be expected; in some ways it is the reason each exists.

197. Again, there is plainly a line in a civil society between representing contending interests and unjustifiable aggression. There is no room for violence.

198. Yet, there was violence.

"It's a picket line ya fuckin' cunt"

199. Throughout April 2024 there was a dispute over the Cross River Rail project.

200. As part of the dispute, the CFMEU organised and manned picket lines at various sites on the CRR. Picket lines are a common and legitimate means of protest. They provide an opportunity for the picketers to persuade others to join their cause. They should never result in violence.

201. On 30 April 2024 a picket line was formed at the Dutton Park site on the CRR. Non-CFMEU workers attempted to cross the picket line. There was a violent brawl between the two groups which was captured on video. Two non-CFMEU workers were manhandled, pushed and shoved and punches were thrown; one had his shirt torn off.[30]



[30] The man whose shirt was torn was the subject of an attempted assault at 5am on 31 July 2024 when two men, probably armed with baseball bats, attacked him as he was leaving his home to travel to his work on the disputed site. The press reported that the police were investigating whether the CFMEU was involved: *"I know it was* you: Cross *River Rail worker blames CFMEU for pre-dawn assaulf',* Nine.com.au, 1 August 2024.



Figure 12: Picket Line Brawl (Source: 9 News 31/07/2024)

202. No doubt it can be argued that responsibility for the outbreak of the brawl should be shared, but that would not excuse either side for participating. To the extent it matters, there is a reason to regard the principal fault to lie with the CFMEU. Amongst the CFMEU picketers were two organisers, [redacted][31] It has been alleged that when a non-CFMEU worker approached the picket line, -

- shouted *"It's a picket line ya cunf'* and encouraged a fight by daring the non-union workers with *"Try and cross it. Try and cross if'.*[32]

The Grim Reaper

203. On 8 February 2022 the CEO of the Master Builders' Association was contacted by the Special Emergency Response Team of the Queensland Police and warned that a CFMEU protest was coming. SERT is commonly known as the Riot Squad.

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31 [redacted]

32 [redacted]

204. The Riot Squad was correct: approximately 5,000 CFMEU members had gathered in Emma Miller Place in the CBD with the intention of marching on the MBA offices in Spring Hill.

205. The reason for the protest march was over a potential restructuring of BUSSQ a superannuation fund favoured by Michael Ravbar.[33] It was not a real dispute; the issue had been manufactured by those organising the march.

206. The march was led by Michael Ravbar and Jade Ingham, with special guest appearances by the Grim Reaper and a coffin - if what followed was not as serious as it turned out, the scene would have been comical.



Figure 13: The Grim Reaper expresses his disquiet with a proposed superannuation reform.

207. Inflammatory speeches were given by both Ravbar and Ingham. By the time the protestors arrived at the MBA offices they were described as being in a *"frenzy".* The whole building was placed in lock down. The Riot Squad placed themselves on the ground floor. The offices have glass doors and glass curtain walls on the ground floor. The protestors tried to get access by beating on the glass and trying to force the doors. There was loud chanting, including protesters shouting *"You fucking cunf'* when they saw the CEO.

208. When they could not break in, the protesters hoisted the coffin into the branches of a pandanus tree immediately outside the window of the CEO of the MBA - he was shouted at - *"If you don't fix this we will end you".*

[33] The suggestion was that BUSSQ would be amalgamated with another construction industry superannuation fund, CBUS. But the protest was absurd: an amalgamation of that kind would require months of negotiation before it could be approved by APRA. In any event, the amalgamation never happened.



Figure 14: A coffin hoisted outside the window of the CEO just afier the CFMEU promised to "end" him.

209. The cartoonish imagery of the Grim Reaper and the coffin stood as a warning to MBA employees of their likely fate should they disagree with the CFMEU. When the Grim Reaper leads a mob of 5,000 chanting workers it is bound to have some impact and, unsurprisingly, several MBA employees were very distressed by the incident.[34] There were also some quite appalling comments made by members of the CFMEU mob (see *"Come out here and I'll fuck you",* below).

"There's a bullet with your name on it"

210. The Cross River Rail Project was a hotspot for CFMEU violence. One witness called it *"Ground Zero".*

211. An industrial relations representative for one of the contractors on the CRR described how he suffered three years of constant abuse from CFMEU officials. He said the officials and members acted as a *"collective"* and described them as *"angry, foaming at the mouth"* and that they would *"attack anyone with industrial relations in their title".* The IR adviser ended up moving to another project.

212. In one instance it led to a death threat.

213. In 2021 an apparently simple disagreement over an asserted Right of Entry at the Boggo Road site escalated to a point where two CFMEU officials verbally assaulted an IR representative. The officials were named, but they will not be identified in this public version of the report because what follows clearly constitutes a crime.

[34] The estimate of 5,000 participants comes from the CFMEU press release. There was another estimate of *"thousands"* in the article *"Protest disrupts Brisbane traffic, streets closed',* Brisbane Times, 8 February 2022.

214. During the argument the more senior official told the IR representative that *"We know where you live".* By itself that is a threat. But the organiser went further - he told the IR representative *"There's a bullet with your name on it - we're gonna get you".*

A *"Convicted woman basher!!!"*

215. Around April 2023 the CFMEU began a personal campaign against another industrial relations adviser on the Cross River Rail Project.

216. When the CFMEU met resistance from the IR adviser it set out to destroy the man and his career.

217. The technique was crude: officials from the CFMEU made deliberate, serious, and false statements defaming the man and then published the false statements in the most public places in Brisbane.

218. It was an organised campaign: the CFMEU made up crude, hand-painted placards, each about 120cm by 60 cm. The placards named the man and included a large image of his face. The placards carried slogans - *"Convicted woman Basher!!!"* and *"General Degenerate",* and others. These are just two of the placards:



Figure 15: Publicly displayed poster (left) with the text "I like contacting female workers more than half my age!!" and "They scraped the bottom of the barrel when hired me". Another publicly displayed poster (right) with the words: "CPB JR" "Convicted woman basher!!"

219. The placards were placed on the public street in some of the busiest streets of Brisbane - Vulture Street and Roma Street.

"Come on, fucking hit* me, *you weak cunts"

220. On 20 April 2020, two organisers, >0000 and [redacted], entered the site of the Marine Parade apartments in Labrador on the Gold Coast, fabricating a concern for the safety of workers on the site, and then acting entirely inconsistently with the safety of those workers.

221. [redacted] and [redacted] deliberately blocked a concrete pour. They spoke very aggressively to a Work Health and Safety Inspector who was on the site. [redacted] then tried to start a fight with the workers on the site.

222. [redacted] taunted the truck drivers; *"Come on, fucking hit me. I want you to hit me."*

223. When the truck drivers declined to run him ove[redacted] turned to the workers on site and said *"Come on, fucking hit me, you weak cunts."*

224. A Deputy President of the Fair Work Commission described [redacted] conduct as *"totally aggressive and improper behaviour"* and said it was delivered in an *"intimidatory manner".* The Deputy President suspended [redacted] Right of Entry.[35]

225. Although this conduct might, by itself, seem extreme, the fact is that it was not the worst thing that [redacted] did on that occasion. [redacted] also abused a woman in the most disgusting and degrading terms - a matter which will be detailed later (see *"You fucking cunt dog",* below).

"Grubby little cunt"

226. On 8 March 2019 a CFMEU official, [redacted], attempted to stop work on the Sunshine Plaza site because a worker, employed by a shop-fitting business, was not a member of the CFMEU.

227. [redacted]nduct was captured on video. He told the worker that he was a *"grubby little cunt who refused to join the union".*

228. The judge who heard the matter described [redacted]onduct as *"aggressive, intimidatory, loud, abusive"* and as *"pure industrial standover tactics".*[36]

"You fucking dog cunt"

229. On 23 August 2019 >0000 entered the Logan Enhancement Project on the Gateway Motorway. In a completely unprovoked outburst, [redacted] called the site supervisor *"you fucking dog cunt"* and continued shouting and yelling aggressively.

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35 [redacted]

36 [redacted]

230. Although there was no justification for doing so, then fabricated an account that he had been assaulted - *"we're going to sue you, you grabbed my throat, you fucking dog cunf".*[37]

Other industrial prosecutions

231. A picture of the CFMEU attitude toward contractors can be obtained by taking a few examples from the long string of industrial prosecutions of the CFMEU. They tell a story that the CFMEU, and its officials, were quite willing to disrupt work on sites to inconvenience and financially damage contractors with a view to obtaining some kind of industrial advantage.

232. There are far too many prosecutions to list the lot - these are just some examples.

233. In 2018 Michael Ravbar, [redacted] disrupted the Bridge 21 site on the Sunshine Highway, shutting down operations, by placing themselves in front of moving trucks, and making *"unprovoked"* and *"entirely inappropriate"* attacks on the site safety officer. Heavy fines were imposed, including personal payment orders against Ravbar and was required to undergo *"anger management".*

234. In 2018 a number of CFMEU officials manufactured a Right of Entry dispute, refused to produce entry permits, and shut down operations on a site on the Bruce Highway/Sunshine Coast Motorway. This was repeated on seven or more occasions. The officials were arrested - [redacted] - twice, and - [redacted] once each. Heavy fines were imposed and personal payment orders made against- [redacted][38]

235. In 2018 a number of CFMEU officials disrupted the Logan Enhancement Project by making multiple illegal trespasses onto the site, and false Right of Entry claims. Very heavy fines were imposed, including personal payment orders against- ($24,000) and-($12,000).[39]

236. Between 30 April and 2 May 2018 several officials of the CFMEU disrupted work on the Toowoomba Second Range Crossing by entering a site and refusing to produce entry permits. Amongst others, [redacted] were fined for their breaches.[40]

237. In 2019 - [redacted] was prosecuted for stopping a concrete pour at the Bridge 22 Pacific Highway Upgrade. At trial and on appeal, 1111 claimed an entitlement to have stopped the concrete pour on safety grounds, claiming there was an *"imminent danger".*

37 [redacted]
38 [redacted]
39 [redacted]
40 [redacted]

- evidence on this was rejected at both levels, with one of the judges expressing *"considerable credibility concerns as to the entirety of his evidence".*[41]

238. In 2020 Michael Ravbar and - deliberately entered the Southbank New Performing Arts Complex under a false Right of Entry claim. Heavy fines were imposed.[42]

239. In 2020 the CFMEU deliberately stopped a concrete pour during the construction of a Coles Distribution facility in Redbank. The two officials involved were - and - The judge found that their actions were *"motivated by industrial relations conditions referable to the non-union agreement in place".*[43] Very heavy fines were imposed, including personal payment orders against and

240. In 2020 two organisers, abused a site manager, stopping work at the Central Energy Plant Towers Site, telling him *"you don't know what the fuck you are doing".*[44]

241. In 2020 and manufactured a Right of Entry dispute on the CRR, making *"insultingly childish comments"* toward the site manager.[45]

242. In 2021 the organiser, - instigated a Right of Entry dispute by refusing to undergo a safety induction, and wandered unaccompanied around a site on the Pacific Motorway Upgrade. His actions caused the stoppage of the laying of a lane of asphalt.[46]

243. In 2021 Michael Ravbar and were heavily fined following two instances - one at the Gabba site, and the other at the Roma site of the CRR. These were instances where Ravbar and - refused to sign in or undertake safety inductions. In the instance of - he made deliberate physical contact with those on site. Heavy fines were imposed and personal payment orders were made.[47]

244. In 2021 three officials of the CFMEU manufactured an industrial dispute for the purpose of moving a particular dogman from the Brisbane Racecourse project to another site. When the employer refused, the CFMEU simply shut down work on the project. Very heavy fines were imposed ($750,000 on the CFMEU).[48]

245. I could go on, but it seems pointless - it would just be more of the same.

41 [redacted]

42 [redacted]

43 [redacted]

44 [redacted]

45 [redacted]

46 [redacted]

47 [redacted]

48 [redacted]

HOSTILITY TOWARD WOMEN

246. This might just be the single worst aspect of the violence perpetrated by the CFMEU.

247. In addition, the CFMEU's treatment of women is deeply hypocritical.

248. Although the CFMEU boasts of its promotion of equal treatment of women, its actions show otherwise: the material shows the CFMEU had a focus on attacking women, and using tactics which were abusive and degrading.

249. Witnesses came forward with many stories proving dangerous and damaging conduct by CFMEU officials and members toward women. Some of the women are so traumatised they would not permit their stories to be reproduced in this report - they still feared retribution. In addition, I have decided not to include the accounts of some of the women because after speaking to them, I was concerned reproducing what they had to say may cause them emotional harm.

"You fucking cunt dog"

250. On 20 April 2020 - and [redacted] arrived at a site in Marine Parade, Labrador. Some of what happened that day on that site has already been detailed (see "Come *on, fucking hit me, you weak cunts",* above).

251. The fact is that [redacted] did something worse, much worse: he attacked a female health and safety advisor in terms which should never have been used and should never be used.

252. In his prosecution [redacted] admitted to disgraceful conduct, but as part of bargaining to secure a guilty plea, it was agreed with the CFMEU that the prosecutor would not press offences relating to [redacted] rsonal abuse of the safety advisor.

253. The true position is that when the safety advisor told [redacted] that she intended to call the police, he loudly said *"you fucking cunt dog".* If that was not bad enough, [redacted] then began to bark like a dog. He then repeated the statement and the barking on and off, until the police arrived, when he ran away.[49]

"You should be dragged out of here"

254. In about 2020 a female public servant arrived at the CFMEU offices as part of a delegation. She was soon asked by [redacted] to separate herself from her colleagues and to come with him into another office.

255. Once she was seated Michael Ravbar entered. He locked the door from the inside - which would prevent other members of the delegation entering the room. [redacted] - a big man - remained, standing beside Ravbar; both stood between the woman and the door - there was no escape.

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[49] This account was given to me by the victim of the abuse. It is also recorded in press articles from the time: *"CFMEU Organiser abused female safety rep",* Courier Mail, 10 December 2020.

256. Ravbar began to berate the woman, shouting, getting close to her face, using abusive and denigrating language. Ravbar made it plain that the woman was being watched by the CFMEU. He said the woman *"should be dragged out of here"* and she was told *"we're after you!".* This went on for about 15 minutes.

257. The woman was alone and scared. There were times when the woman thought Ravbar was about to attack her physically. When the woman was allowed to leave the room she left the CFMEU offices immediately. A report of the incident was made. The woman required psychological assistance.

258. It should be noted that)O<)< responded in writing to questions about this episode.)<)<)< ehemently denied it occurred. But I have no doubt the account of the woman, which was confirmed by an independent witness, is true.)O<)< had declined to meet me in person; the woman and her corroborating witness were perfectly believable. It is telling that Ravbar declined an invitation to respond to this matter.

"How* does *it feel* to *know your Mum is a fuckin' grub?"

259. The 2023 Labour Day celebration was intended to be a family event and unionists were encouraged to bring their children. There were special activities for children, including face painting.

260. Late in the day a female official from the AWU and her 13-year-old child were confronted by a heavily built man. The man was wearing a CFMEU t-shirt and his face and forehead were painted with the words *"Australia's Worst Union".*

261. The man came right up to the woman and the child and pointed to his forehead:

> Man: *"How do you fuckin' like this?"*
>
> Woman: *"Beautiful- you must be really proud."*
>
> Man: *"Yeah, I fuckin'* am."
>
> Woman: *"Just leave, just leave."*
>
> Man: *"You're nothing. You're a grub. You're a sell-out. You sell out workers."*
>
> Woman: *"Don't do this in front of my kid."*

The man then drew near to the woman, turned and spoke directly to the child:

> Man: *"How does it feel to know that your Mum is a fuckin' grub who sells out workers?"*

Security then arrived and the man snuck away.

262. The man involved has not been identified, but this cannot be regarded as a rogue member acting on his own initiative. The conduct is similar to and consistent with aggressive conduct of other CFMEU members at around the same time. In any event,

the woman said she recognised Jade Ingham standing less than 50 metres away, probably within earshot of the conversation.

263. Although he declined to take an interview, Ingham did take an opportunity to deny any recollection of this incident in a written response to some questions.

"Come out here and I'll fuck you"

264. The following occurred during the protest by the CFMEU on 8 February 2022 which ended outside the offices of the MBA (see *"The Grim Reaper",* above).

265. When the CFMEU's protest arrived at the offices of the MBA, men in the front line, pressed on the glass walls and called out to young women they could see through the doors and windows - they called out to the young women *"Come out here and I'll fuck you".*

266. The Riot Squad stepped in and shepherded the women away to a safer place in the building.

"Is that your old man on the video?- He's a fucking cunt"

267. Reference has already been made to the use by the CFMEU of its Facebook page to identify and humiliate WHS inspectors (see *"Hostility toward the WHS Inspectorate",* above). The following is a graphic example of that and the CFMEU's attitude toward women.

268. In around June 2022, the 21-year-old daughter of a WHS inspector was attending her local gymnasium in suburban Brisbane. Thankfully, she was there with some friends.

269. Unprovoked and unexplained, a man came to the young woman in the gymnasium, and asked: *"Is your name {withheld]?".* When the young woman said *"yes",* the man responded *"Is that your old man on the video?- He's a fucking cunf'.*

270. The young woman's friends intervened and stopped the man taking it further. The identity of the man is not known.

271. The only sensible inference is that the video the man referred to was one of the abusive "videos" posted by the CFMEU on its Facebook page.

"We know where you live"

272. In the afternoon of 23 March 2023 there was an incident involving approximately 25 CFMEU men threatening three AWU organisers, one of whom was female. There is a video recording of the incident (see *"You fucking sell-out cunts",* above).

273. The CFMEU singled the female out for special treatment, yelling at her that they knew her home address and the identity of her husband. One even observed that the organiser had changed her haircut from her Facebook posts.

274. It is not possible to identify the persons who actually conveyed the threats to the woman, but from the video and other means it is known that senior organisers from the CFMEU were present when the threats were made - _____ and –TwoCFMEU delegates [redacted] and _____ can also be seen on the video, directly involved when the threats were made.

E. WHAT MUST BE DONE?

275. Several witnesses said that since the commencement of the Administration the south-east Queensland construction sector has been peaceful or, at least, relatively peaceful.

276. This cessation of violence demonstrates two important things. The first is that the CFMEU campaign was planned and controlled from the top: once Ravbar and Ingham were removed, the violence abated. The second is that the cessation of violence proves that the cycle of violence can be broken.

277. In my view, the Queensland CFMEU can be restored to function as it used to function - a tough representative of its members, operating lawfully to secure improved conditions and safety in its members workplaces.

278. To break the cycle of violence and to end the culture of violence will require good strong leadership. That can be assisted, in the short term, by some steps which I will suggest below. But it will take time.

F. RECOMMENDATIONS

An end to the lawlessness

279. It might seem obvious, but the CFMEU's attitude to obedience to the law needs to change immediately. No longer can the CFMEU encourage or tolerate breaches of industrial and criminal and regulatory laws. No longer can a fine be absorbed as a cost of doing business. Members bear the extraordinary costs of such conduct, including by the payment of increasingly large penalties and the significant legal expenses incurred in defending such cases. The CFMEU bares the cost of the reputational damage caused by the lawlessness, but also inflicts it on other parts of the union movement. The Administration is committed to conducting an effective union, but also one that is a lawful enterprise.

> ***RECOMMENDATION 1:*** *I recommend that the employees, delegates and members of the CFMEU be advised that from now if they are successfully prosecuted for breaches of industrial laws they will be required to justify why they should not be disciplined for their unlawful conduct. Such discipline may, if the conduct is sufficiently serious, include termination of employment and expulsion from membership.*

Personal payment orders

280. Any attempt by the Administration to uncover information regarding the defeat of personal payment orders is likely to fail: further investigation will be stone-walled by privilege claims. The Fair Work Ombudsman, however, holds superior investigative powers which may be capable of getting to the bottom of this important issue. Advice should be promptly sought about whether steps taken to defeat personal payment orders is unlawful and, if so, what steps should be taken to draw this matter to the attention of the Federal Court or any other Court that made the order.

> ***RECOMMENDATION 2:*** *I recommend that the information collected in this investigation be referred to the FWO and that the Administration co-operate with the FWO in determining whether, and if* so *by whom, any personal payment orders have been disobeyed. Further, advice should be promptly sought about whether steps taken to defeat personal payment orders were unlawful and, if* so, *what steps should be taken to draw this matter to the attention of the Federal Court or any other Court that made the order.*

Disciplinary action

281. Immediate disciplinary action is warranted against several individuals named in this report. The disciplinary action against each varies depending on their present role with the CFMEU.

282. The reasons for this disciplinary action are sufficiently revealed in the body of the report. In some instances there are additional grounds: some of those named have repeatedly engaged in conduct which has led to heavy fines being imposed on the CFMEU; some have even had their rights of entry cancelled or withdrawn on character grounds.

> ***RECOMMENDA T/ON 3:*** *I recommend the immediate dismissal of several current officials of the CFMEU and the removal of several more as delegates. Where appropriate, steps should be taken to determine whether their membership of the CFMEU should be terminated*

283. Those persons will be identified to the Administrator in a separate private report.

The Youth Crew

284. The Queensland CFMEU has a group or sub-branch known as the Youth Crew. The age of those eligible to join the Youth Crew is unclear: one witness, [redacted], said the potential members were aged between 17 and 23; another, [redacted] said it was open to members under 35 years. [redacted] said there were about 150 members.

285. Numerous witnesses said that the Youth Crew was a particular problem. Many witnesses described how the Youth Crew was critically involved in many of the violent

episodes catalogued above. One witness described the Youth Crew as a *"wrecking crew"* and *"a hit squad".*

286. It is presently not clear whether the Youth Crew serves any useful purpose. Until matters settle, it would be preferable if the Youth Crew in Queensland ceased operations.

> ***RECOMMENDATION 4:*** *I recommend that the operations of the group or sub-branch known as the Youth Crew be suspended.*

287. In due course it can be considered if there is good reason to revive the Youth Crew.

Facebook and other social media

288. The abusive and inflammatory content posted by the CFMEU on its Facebook page was repeatedly identified as a serious source of violence. The stories told by individual WHS inspectors, and their families, show just how pernicious these entries were. The most poisonous content was posted as a reply or comment following the original CFMEU post.

289. Yet it was not clear who was placing the posts. Whenever I asked a CFMEU official they claimed they did not know who controlled the Facebook page; when I attempted to ask questions of the person who was paid to be in charge of the CFMEU social media, he would not speak to me without the assistance of a lawyer.

290. There appears to be no clear chain of control, if there is any control at all.

291. This problem can be corrected. This solution can be applied to all aspects of social media used by the CFMEU. I understand that pursuant to a National restructure of the communications function of the Union, including that of the Branch, the role of the Branch in posting material on social media has recently been substantially changed.

> ***RECOMMENDATION 5:*** *I recommend the CFMEU's use of social media be in accordance with a clear social media policy.*

292. That policy should include the appointment of a small control group, being the only persons able to place posts on social media in the name of the CFMEU. In other words, it would mean someone could be held responsible if and when abuse occurs.

Women

293. The CFMEU's attitude and conduct towards women needs to change urgently.

294. The problem is serious and will be difficult to correct. Removal of some problematic characters will assist, but that is nowhere near enough.

295. I understand that pursuant to a National restructure, the CFMEU will invest $5.4 million over 5 years focussed on addressing behavioural change by men in the industry

towards women, including conduct by staff and delegates of the Union. The CFMEU will employ a Project Officer and staff necessary to deliver on the program and will be subject to a steering committee and an enhanced role for the National Women's Committee. I recommend that the Union appoint staff, as soon as possible, to advise on the design and implementation of a framework to address the gendered issues which currently dominate the CFMEU.

> ***RECOMMENDA T/ON 6:*** *I recommend that the CFMEU appoint staff,* as soon as *possible, to advise on the design and implementation of a framework to address the gendered* issues *which currently dominate the CFMEU.*

296. That will take time, so an interim measure should be implemented.

> ***RECOMMENDATION 7:*** *I recommend that the employees, delegates and members of the CFMEU be advised that any conduct of a kind which* is *abusive or threatening, or* is *sexual harassment,* is *a ground for immediate termination of employment and may result in termination of membership of the CFMEU.*

Geoffrey Watson

17 June 2025

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APPENDIX A

Terms of Reference

I request that that you Geoffrey Watson SC, investigate the CFMEU Construction and General Division, Queensland/NT Branch and the associated state registered entity ("the union") and inquire into the following matters:

1. Credible allegations of violence, threats of violence and menacing conduct from the period 2015 to date, including allegations of such conduct by or against employees and former officers of the union.
2. The culture and actions embraced by the former leadership that tolerated, accepted, promoted and failed to confront a culture of violence and menacing conduct in the union and the industry as a way of doing business.
3. The culture of the union that lead to threats against other unions and unionists, disrespect and threats against regulators, and isolation from the broader union movement.
4. Identify the consequences of the union's culture and attitude to the broader democratic principles of unionism and provide case studies about those consequences.

In the investigation of these matters, I request that you co-operate with and interview, if appropriate, police, regulators, others within the union movement and employers, as well as union employees.

In addressing the staff of the union, I made clear that union values include openness, honesty, accountability and transparency and that the values of criminal and threatening cultures include retribution, retaliation and a code of silence.

I directed staff to fully co-operate with this investigation, and made clear that I will not tolerate pressure, directly or indirectly, on others not to cooperate with the Administration or the investigation.

Information required should be treated with the strictest confidence. The capacity and willingness of those that are the subject of inquiry to seek to victimise and retaliate against members must be considered.

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-05' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

Docusign Envelope ID: F065187F-E6E9-49CA-84AC-586215FA0BA3

CFMEU ADMINISTRATOR
MARK IRVING KC

I have received a report that I commissioned from Geoffrey Watson SC into violence in the Queensland construction industry. The report exposes the role played by the former CFMEU leadership (led by Micheal Ravbar and Jade Ingham) running a regime that was violent, cruel, misogynist and that betrayed the core values of unionism.

CFMEU members deserve better than what was delivered by the former leadership. The Union movement, and Queenslanders, deserve better than the mockery of Union values carried out in the name of the CFMEU under the former regime. As the report reveals, under the former Ravbar-Ingham leadership:

- The Queensland Branch embraced a culture which encouraged and celebrated the use of threats of violence, intimidation, misogyny and bullying.

- The behaviours under the former Ravbar-Ingham leadership were both systemic to the operation of the Union, and became indiscriminately applied to organisations and individuals deemed 'enemies' of the Union.

- Under the former Ravbar-Ingham leadership family members were treated as fair game for abuse, threats and intimidation. That meant that the children of those deemed to be enemies of the Union were targeted for abuse.

- The former Ravbar-Ingham leadership not only failed to set guardrails or boundaries, the leadership created the culture and, in doing so, put organisers, delegates and the Union itself at risk.

The evidence is enormous. The matters that are the subject of the report concern dozens of incidents. Mr Watson interviewed 55 witnesses. He was provided with documentation and videos about the incidents. Under the powers granted to me, I directed staff of the Union to fully cooperate with the investigation.

Those responsible were so arrogant and believed themselves to be so untouchable that the evidence against them is overwhelming. Much of this was not done in private and the fact that it has taken so long to be called out is partly due to the fear of retribution by those targeted. Extreme behaviours were so acceptable to the leadership that there are numerous case studies; many credible and authoritative witnesses and of course, a litany of victims.

Some of the victims were other union members just doing their jobs, but were subjected to death threats and public humiliation on the CFMEU's Facebook pages, and had their families mentioned, affected and approached. Any argument that these actions are in the realm of acceptable industrial tactics in response to employer action is wholly rejected.

Going forward, I will exercise my powers to protect those who co-operated with the investigation. Under the powers granted to me, I gave staff of the Union full and fair warning that I would not tolerate pressure, directly or indirectly on others not to cooperate with the Administration or the investigation. I also directed Mr. Watson to conduct this investigation offering the strictest confidence of all information given to him.

Mr. Watson has delivered a public report and a report to be kept confidential to the Administration. The public report is attached, with names redacted. I intend to proceed in a manner which protects the witnesses and victims of behaviours carried out in the name of the CFMEU.

In my response and in this report, there will be no comfort for those who wish to say that some of these incidents did not lead to police complaints or criminal charges. I do not need to wait for police complaints to act. I do not need to wait for criminal charges to be laid to act. Where there is clear and credible evidence of violent, cruel, or misogynist behaviour then I can deal with that behaviour now, rather than wait years for other authorities to act.

Serious threats to harm and other aggressive behaviour

The behaviours by individuals and groups of men outlined in Mr. Watson's report include physical and psychological threats, threats of sexual violence, stalking, spitting and abuse being aimed at members of the public, regulators, politicians, family members of CFMEU identified enemies, other unionists and union leaders. These actions were certainly not limited to industrial action or picket lines.

Hostile, angry crowds of men calling people cunts and dogs and sell outs is a breach of the CFMEU's own definition of unacceptable violence at a workplace. It is an understatement to say it is wholly unacceptable. The behaviour is deplorable, shameful and unworthy of those who serve the Union.

What was much more serious, and an indictment on the leadership is that there are multiple reports of very serious threats ie:

- "We know where you live…"
- "We know you have two young sons…"
- "Come outside so we can fuck you…"
- "There is a bullet with your name on it – we're gonna get you."
- "I want to take you outside and bash the shit out of you."
- "We won't stop coming for you – no-one can protect you."

The targeting of women

The targeting of women was part of the perverted model embraced by the former Ravbar-Ingham leadership. The Watson report contains multiple case studies, but there are many more women who were victims of a culture which celebrated traumatising of women in the industry by men in the name of the CFMEU. Female public servants, fellow unionists, politicians, family members of health and safety inspectors, media representatives have all been the subject of sex specific harassment. There were multiple other witnesses who could not continue to give evidence and whose experiences are not in this report because of trauma and ongoing fear of retribution. Under the former Ravbar-Ingham leadership, groups of men (and men individually) were permitted to target women to make them feel unsafe, and some of those women suffer ongoing trauma and psychological impacts.

It is a core union value that all workers, regardless of gender, should be able to perform their job free of violence and harassment. It is a gross corruption of unionism to gang up on women and traumatise them as part of an industrial tactic.

The way forward

Fundamental change in the CFMEU Qld Branch is achievable. Other unions in Queensland operate in a fundamentally different way. Other unions in the construction industry operate differently. Branches of the CFMEU in other States do not exhibit the same type or degree of industrial thuggery as existed under the Ravbar-Ingham leadership.

I will not permit violence to continue to be used as an industrial tactic by the Branch. I will hold accountable those who engaged in horrible acts in the name of the Union to help rid the Union of a culture of violence. I will exercise my powers of dismissal on some Union employees and some delegates.

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I have powers to expel members from the Union. Expelled members can be prevented from rejoining the Union, and so will be unable to stand in future elections.

I will replace the old culture with one that embraces traditional union values of accountability, decency and properly respecting the dignity of all workers. This will involve setting of new standards for Union employees and delegates, along with new procedures to deal with wrongdoing, and compulsory training.

My response to this report will include:

1. The CFMEU must change. The CFMEU will change. Real change starts with facing hard facts and a frank recognition of what has to change.

2. There must be an acceptance and acknowledgement that the culture that prevailed under the old Ravbar-Ingham leadership was violent, cruel and misogynist and betrayed the core values of unionism. It will be replaced by a new culture based on union values of justice, equality and solidarity.

3. A formal apology will be given to those who have been the victims of the former culture.

4. Some things won't change and shouldn't change. The Union will be steadfast in its commitment to keep members safe at work and working to protect and improve their working conditions. But the way in which those legitimate ends are pursued must alter.

5. The Union commits, at every level, to engage in cultural change. In Queensland, the tools used to achieve those changes will include disciplinary action, dismissals and expulsions detailed below, retraining and the commitment to new binding standards of behaviour, the repair of relations with the union movement, ensuring the Union is conducted in a manner fit for civil society, and the establishment of co-operative consultative forums. I have implemented a National Office restructure that aids in these changes. Those within the Union who do not commit to and cooperate in achieving the required changes will be removed from positions of power.

Disciplinary action, dismissals and expulsion

6. I will initiate disciplinary actions, which will include the dismissal of a number of employees and delegates of the Union. Some have already been removed, others will be removed in a timely manner.

7. The Head of Legal and Integrity of the Administration will initiate disciplinary procedures against Michael Ravbar and Jade Ingham.

8. The shadow control of Union employees and the Union itself by Michael Ravbar and Jade Ingham will end. Those who receive directions from the old leadership will be dismissed, as will those who meet with or communicate with them or their intermediaries.

New arrangements governing CFMEU employees and delegates

9. A commitment to change the way in which the CFMEU in Queensland operates will be ineffective unless its employees and delegates change the way they perform their duties. New employment contracts will be offered to those CFMEU employees who are continuing, who will be employed through the Branch rather than the state registered Union. These contracts will be linked to a code of conduct establishing standards for behaviour and a number of other specific commitments

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required of staff. Employees unwilling to give those written commitments will cease their employment.

10. All new contracts for continuing organisers will contain a probationary period of 6 months. Employees unwilling to live up to their written commitments will cease their employment.

11. I will institute a set of new policies and procedures and compulsory training for organisers and delegates. This aligns with the establishment of the Union Education, Training and Development Unit I have established nationally.

12. I will establish a program committed to cultural change, including participation in a national program committed to gender equality. This will involve the creation of a committee comprised of women whose views will guide efforts to combat gender-based violence and mistreatment within the Union. This will supplement proposals within the National Restructure of the Union, under which funding was committed ($5.4m over 5 years) to engage a Project Officer and staff to address the behaviour of men towards women in the industry.

13. In accordance with new procedures adopted by the Union's largest Branch, all delegates of the Union must be elected by the members in the workplace. Delegates elected must sign and commit to the new Delegates Code of Conduct and undertake an approved training course.

14. The Union is in the process of developing a transparent set of lawful criteria under which it will exercise its legal rights to facilitate enterprise bargains. A publicly available set of criteria will improve accountability, eliminate blacklists and deal with 'favours for mates'.

Relations with the trade union movement

15. As detailed in the CFMEU Strategic Plan, a key principle that underpins the work of the Union is solidarity – that the Union is bound in solidarity and unity with the members and the union movement. One of the goals identified in the Strategic Plan is for the CFMEU to be a leader in the movement. The Union condemns the attacks under the old Ravbar-Ingham leadership, which included threats and acts of violence, on other unionists, their representatives and leaders in the labour movement.

16. The CFMEU is committed to returning as a respected and respectful partner to the broader trade union movement.

17. There will be a comprehensive review of all the Union's demarcation issues. The Union will only represent those who it is lawfully entitled to represent. There will be a process developed for a prompt, effective and binding mechanism to resolve demarcation issues in a manner that reflects and respects the rights of the CFMEU and its members, and the rights of other unions and their members, without industrial disruption.

Establishment of consultative forums

18. Regular meetings will be offered by the Administration, preferably **once every two months** over the coming year, between representatives of the CFMEU, the Administrator and:

- The QCU
- The Queensland Government
- The AWU
- Regulators

- Employer representatives
- The ETU
- The AMWU

19. The purpose of these meetings is to:

- establish appropriate civil working relationships with each of these organisations;
- provide an opportunity to identify and resolve issues before they become significant issues of disruption;
- ensure that the rights of members are protected and advanced.



Mark Irving KC
Administrator

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-06' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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CFMEU ADMINISTRATOR
MARK IRVING KC

DECISION OF THE ADMINISTRATOR
NATIONAL RESTRUCTURE AND RELATED MATTERS
BUILDING OUR COLLECTIVE CAPACITY

I have carefully considered the proposal from the National Secretary to strengthen the capacity of the Division. I have also considered the responses from staff and from Divisional Branches, (where they were provided) the Strategic Plan which I recently released, and, I have received several other proposals. On that basis I have decided to proceed as follows:

1. DEMOCRACY

The National Secretary has proposed, and I agree, that in the Victorian branch a delegates consultative committee should be established. I support this proposal and have determined that a similar process should be established in other Branches.

The National Secretary will prepare a proposal on the establishment these committees and we will move forward from there. These committees will be established at both the Divisional and Branch level.

The National Secretary will also develop and circulate several discussion papers about strengthening the role of delegates in the Union. More will come on this in the near future.

2. TRADE UNION EDUCATON AND TRAINING

The Division will establish an Internal Union Education, Training and Development Unit to oversee the political and Union training of all staff and delegates. The Unit will be headed by a senior and experienced person with responsibility for the development of the program for both staff and Delegates and the engagement of 2 full time educators. Staff and Delegates will be consulted on the content and development of the program. The Unit will ultimately have responsibility for Union standards and codes of conduct applying to staff and delegates.

3. TRADE UNION EDUCATION AND TRAINING – WOMEN

The Division will invest in a $5.4m program over 5 years focused on addressing behavioural change by men in the industry towards women. The Division will employ a Project Officer to manage the day-to-day implementation of the program and the staff necessary to deliver on the program. The women's committee will be consulted and involved in the development and roll out of the Program. A steering committee will be established to support the program. The committee will comprise 8 people (of which no more than 2 can be full time staff) committed to vigorously pursuing the goals identified in the strategic plan. I have asked the National Secretary to consult the women's committee on the proposed members of the steering committee.

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4. MEDIA AND COMMUNICATIONS.

I have determined to approve a staged approach to building capacity in media and communications. The Division will appoint a National Director of Media and Communications this year. In the first instance that position will focus on better co-ordination and content sharing amongst existing staff in the Branches with capacity building across the Branches the focus for the remainder of 2025. Further details on this matter will be contained in my decision in relation to budgets and capitation.

The new roles and changes for communications will be:

National Office

1x new role – Head of Communications and Media
1x new role and title – Content Lead National Office.

Victoria

1x new video/content producer/generalist

New South Wales

1x new Communications/Media Manager/Generalist

South Australia

1x new communications generalist videographer/digital content and photographer

5. RESEARCH

The Union needs to strengthen its research capacity to inform advocacy for ongoing and important industry reforms. We will appoint a new Head of Research and Policy and build the capacity of this team.

6. CAMPAIGNING CAPACITY

I have determined to delay the expansion of this capacity at this stage and the Divisional Office will continue to run campaigns and support branches with local and existing campaigns.

7. NATIONAL TRAINING CENTRE

I have determined to support the establishment of the National Trade Training Centre. The development of a detailed plan implementing this decision is underway.

[redacted]

Mark Irving KC
Administrator

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-07' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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MEMO FROM MARK IRVING

MENACING BEHAVIOUR

INTERIM GUIDELINES AND DIRECTIONS

A number of organisers and other staff have requested more information and guidance on the issue of menacing behaviour.

Robust behaviour in the construction industry has always been part of the culture in the sector. Aggressive behaviour on either side of the industrial relations environment has been longstanding and historical.

However, it is alleged, and there is credible evidence, that menacing behaviour has become entrenched and constant as part of doing business in some parts of the industrial relations environment in the construction industry in 2024.

The following memo makes clear the definition of menacing behaviour, the guidelines for CFMEU staff, and directions to all organisers regarding the use of menacing behaviour as an industrial relations practice.

All staff are expected to understand the definition of menacing behaviour and the consequences of ignoring this memo and its direction.

Definition:

Menacing behaviour is:

Menacing behaviour is where a person either:

Does an act to intentionally cause, or threaten to cause, psychological or physical harm to another person; or

Does an act that would cause a reasonable person to fear that they may suffer psychological or physical harm, where the act does cause that fear.

Examples of menacing behaviour:

Striking someone - even if you do not not cause any injuries.

Threatening immediate violence in such a way that the other person believes that it may be carried out eg "*I am going to punch you in the face*" or aggressively saying "*I am going to fucking get you*".

Attempting to strike a person whether or not contact is made.

Throwing something at somebody whether or not contact is made.

Spitting at someone whether or not contact is made.

CFMEU CONSTRUCTION

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Threatening harm, even if you don't intend to carry out the threat.

Shouting at someone in a way that make a reasonable person afraid, even if you don't mean to make them afraid.

People can be affected by someone's behaviour towards them in different ways.

Being aware of the impact your behaviour has on others is important and critical to working in the union, and you are expected to be conscious of a person feeling threatened or fearful of your behaviour.

What is NOT menacing behaviour:

The behaviour described above will not necessarily be menacing behaviour when done in self-defence or in circumstances of necessity such as to prevent death or serious injury as long as the action taken was reasonable.

Further, accidental physical contact will not constitute menacing behaviour.

The following actions are also not menacing conduct:

Talking loudly during an argument or debate.

Simply swearing about a situation where there is no threat directed at a person.

Threatening to take lawful industrial action to pursue an EBA or ensure safety on the job or compliance.

Expectation.

Robust and strong advocacy on behalf of members is not unlawful or disrespectful.

The acceptance of menacing behaviour as a way of doing business is against union values.

Acting respectfully and lawfully is expected, particularly during arguments and conflicts.

CFMEU CONSTRUCTION

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

ANNEXURE SHEET

This is the document referred to as 'MI-08' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

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WHISTLEBLOWING AND COMPLAINTS POLICY FOR THE C&G DIVISION

Introduction from Mark Irving, Administrator

Every institution is susceptible to corruption, wrongful and criminal behaviour, including unions.

The purpose of every union is to advocate for the industrial rights of its members. In the pursuit of that purpose, history has shown us that unions can be open to corruption and criminal behaviour, as well as workplace behaviour that impacts on employees' rights to a safe work environment.

There is a history in the construction industry of blowback on those who want to take on corruption, criminal behaviour and wrongdoing.

The new laws that put the union into administration ensure that people wanting to disclose information will be protected. This policy outlines those protections.

This whistleblower policy is underpinned by fundamental principles:

- Unions should be free of corrupt, menacing, and criminal conduct.
- Union members and workers should also be free from corrupt, menacing, or criminal conduct by their employer, and should not be exposed to such conduct in the workplace.
- People who have witnessed wrongdoing should feel safe to report it free of any fear of retaliation. This fundamental right applies to union members and all others in the construction industry.
- Wrongdoing in the construction industry is not limited to conduct by union officials, employees and members. It includes behaviour by employers, builders, sub-contractors, and other industry participants, such as mediators.
- This policy allows complaints to be made by anyone about wrongdoing anywhere in the industry.

The policy is supported by a secure whistleblowing website. Those who make complaints have the option of remaining anonymous.

The CFMEU will be stronger if it is resilient to corruption and has robust processes that ensure people feel safe to report wrongdoing free from intimidation.

This policy and the processes that support it will assist the Administration and leave the union stronger and more able to deliver on its purpose.

Mark Irving

Purpose and scope of policy

The purpose of this policy is to empower individuals involved in the construction industry to feel safe to speak up and make complaints about corrupt, menacing, improper, unlawful or criminal conduct by industry and union participants.

In order for the union to function effectively, it is necessary to:

- identify serious forms of wrongdoing;
- ensure that complainants are protected from retaliation by the union; and
- address serious forms of wrongdoing.

A priority of the Administrator has been to establish a complaints procedure to ensure that wrongdoing can be identified and addressed, and to provide assurances about and identify legal protections against retaliation.

This policy sets out the framework for the operation of this complaints procedure, including the process for making a complaint and rights and protections for those who make complaints.

What kinds of complaints are covered by this policy?

A person may make a complaint about conduct that is, or is alleged to be:

- corrupt;
- improper;
- menacing; and/or
- unlawful or criminal (including sexual harassment).

Such conduct must have been engaged in by current or former:

- industry participants, including employers in the industry and their employees, suppliers, contractors, et cetera;
- union officers, employees, organisers, and delegates;
- employees of employers in the industry, whether union members or not.

What this policy does not cover

Most personal and industrial complaints and disputes fall outside the scope of this policy and will continue to be dealt with by delegates and organisers in the usual way.

These may include:

- failures by the employer to pay legal entitlements or uphold conditions;
- interpersonal disputes at the workplace; and
- industrial disputes such as unfair dismissal or disciplinary proceedings.

However, there may be some circumstances where there is an overlap between conduct covered by this policy and a personal work-related grievance. If in doubt, a person can make a complaint.

Who can make a complaint under this policy?

Any person with information about corrupt, improper, menacing or unlawful/criminal conduct can make a complaint. This includes, for example:

- employees in the construction industry about conduct by their employer;
- delegates in the construction industry about conduct by of their employer;
- delegates in the construction industry about organised crime and outlaw motorcycle group members engaged as 'mediators' by their employer, or a builder or sub-contractor, or by employer groups;
- employees about conduct by their delegate or other union representative;
- employers about conduct by union delegates;
- union employees (such as organisers and admin staff) against employers in the industry, officers (including former officers) and their own employer.

Protection of complainants

The Administrator has a zero-tolerance policy for retaliatory or adverse action taken against complainants because they have made a complaint.

The law offers protections for whistleblowers, and the Administrator will use all legal instruments to support and protect people who wish to make complaints.

Disclosable conduct

The new laws that put the CFMEU and its branches into administration are designed to ensure that people wanting disclose certain information are protected.

Disclosable conduct is defined in the new provisions of the *Fair Work (Registered Organisations) Act 2009* (Cth) **(the Act)** as conduct that is or is alleged to be improper, unlawful or criminal, and has been engaged in by current or former CFMEU officers, employees, organisers, delegates, shop stewards or members.

All complaints about disclosable conduct are **protected disclosures** under the Act and are therefore covered by whistleblower protections in Part 4A of the Act.

This means that there are remedies available if a complainant suffers any detriment for making a complaint about disclosable conduct.

Complainants are also protected from civil or criminal liability for making a complaint which is a protected disclosure. This means that you are immune from being charged with a crime, or for civil action being taken against you, as a result of your complaint.

Conduct that is not defined as 'disclosable conduct'

Complaints about conduct that is not disclosable conduct under the new provisions may still be covered under Part 4A of the Act, and therefore attract the same whistleblower protections.

This includes complaints about acts or omissions by the union, or an officer or employee of the union or one of its branches, that a complainant reasonably suspects:

- contravene, or may contravene, a provision of the Act, the *Fair Work Act 2009* (Cth) or the *Competition and Consumer Act 2010* (Cth); and/or
- constitutes or may constitute an offence against a Commonwealth law.

The person making the complaint/disclosure that is covered by whistleblower protections must be:

- a current or former officer of an organisation, or of a branch of an organisation (such as the union);
- an employee or former employee of an organisation, or of a branch of an organisation;
- a member or former member of an organisation, or of a branch of an organisation;
- a person who has or had a contract for the supply of services or goods to, or any other transaction with, an organisation or a branch of an organisation (or one of their current or former officers or employees); and/or
- a person who has or had a contract for the supply of services or goods to, or any other transaction with, an officer or employee of an organisation or of a branch of an organisation

who is or was acting on behalf of the organisation or branch (or one of their current or former officers or employees).

Other protections

Complainants under this policy may also be protected under the general protections provisions of the *Fair Work Act.* Under these provisions, it is unlawful for a person to take adverse action against another person for, among other things, engaging in industrial activities seeking to resist undue influence or pressure in negotiating individual arrangements.

If a complainant suffers retaliation or adverse action for making a complaint, how will this be remedied?

Immediate disciplinary action may be taken by the Administrator in relation to any retaliatory adverse action taken by a union employee against a complainant for making a complaint (which may include, in the case of any union employee, immediate termination of employment for serious misconduct).

It is unlawful and a criminal offence to cause detriment to or take a reprisal against a person because they make a complaint. The law protects complainants from detriment or reprisals such as:

- losing your job or rights at work;
- being demoted or put in a worse position at work;
- being discriminated against at work;
- being harassed or intimidated;
- suffering physical or psychological harm; and
- damage to your property or reputation.

If someone takes or threatens to take a reprisal against a complainant for making a complaint, they can be charged with a criminal offence.

A court can also make various orders against someone who takes or threatens to take a reprisal against a complainant to prevent, stop or remedy the effects of the reprisal or threat.

Confidentiality and making anonymous complaints

Confidential process and right to anonymity

The Administrator has established an Integrity Unit.

The Integrity Unit will securely store reports and put in place appropriate information barriers.

Complaints will be received by lawfully authorised recipients. This includes the Administrator and persons the Administrator has authorised in writing to receive complaints.

Complainants will have the option to remain anonymous when making a complaint (see **'The Complaints Process'** below).

If you make a complaint about **disclosable conduct** under this policy, your confidentiality is legally protected. Authorised recipients will not disclose or share your identity with anyone who isn't an authorised recipient, including law enforcement or other agencies, ***unless*** you consent to this happening ***or*** it is already public knowledge that you have made the complaint (for example, if you have spoken to the media about your complaint).

Complaints about conduct other than disclosable conduct

The Administrator will ensure that complaints about conduct other than disclosable conduct made under this policy are treated confidentially. However, your identity or details of your complaint ***may be*** disclosed if:

- disclosure is authorised by a complainant;
- disclosure is made to an Australian lawyer for the purpose of obtaining legal advice in relation to the report;
- disclosure is required, or authorised, by law;
- disclosure is required to protect the health and safety of persons; or
- disclosure does not reveal the identity of the reporter and it is reasonably necessary in order to investigate the issues in the complaint.

Referrals to regulators or law enforcement agencies

If appropriate and lawful, an authorised recipient may refer a complaint to a regulator (such as the Fair Work Commission or Fair Work Ombudsman) or a law enforcement agency for investigation.

An authorised recipient will only disclose a complainant's identity to a regulator or agency in accordance with the confidentiality rights described in the previous section.

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The complaints process

Making a complaint

The Administrator has established a secure and dedicated platform for complaints.

This platform, Elker, can guarantee anonymity, and allows for the safe and secure upload of information, including video.

Confidential complaints can be made through Elker at https://cfmeuadministrator.elker.com/report

What happens next?

Complaints will be managed by the Integrity Unit.

Confidentiality will be maintained in accordance with this policy.

The complaint will be reviewed by an authorised recipient in the Integrity Unit.

The first step is to decide whether the complaint falls within the scope of the policy.

The next steps may include:

- commencing an investigation, which is dealt with below;
- making a referral to a welfare service; and
- referring matters to other authorities, if authorised to do so.

Investigation phase

If the complaint is to be investigated, the authorised recipient will seek to ascertain the relevant facts in a fair and impartial manner. The investigator will usually be an Australian lawyer.

The outcome of the investigation will be reported to the Administrator. Where allegations are substantiated, steps will be taken to address the conduct. This could include disciplinary action against an employee, ordering employees to stop the conduct, and/or disciplinary charges under the Rules of the Union.

Complaints to external bodies

External bodies may also receive disclosures regarding conduct described in this policy. These bodies include the General Manager of the Fair Work Commission and the Fair Work Ombudsman:

Fair Work Commission
Mail: GPO Box 1994,
Melbourne VIC 3001
https://www.fwc.gov.au/reportcfmeu

[redacted]

Fair Work Ombudsman
GPO Box 9887
Contact us - Fair Work Ombudsman
Send us an anonymous tip-off- Fair Work Ombudsman

Disclosures made to the Fair Work Commission and the Fair Work Ombudsman are covered by the whistleblower protections under Part 4A of the Act (see **'Protections of complainants - Conduct that is not defined as 'disclosable conduct").** Complaints that fall under that section and are made to a complainant's lawyer are also covered by those protections.

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Updates to the policy

This policy has been created on an urgent basis in the first days of the Administration. It is a first step towards providing a process for making complaints free of fear of retaliation.

The Administrator is in the process of reviewing this policy to ensure that it complies with established International standards (AS ISO 37002:2023, Whistleblowing management systems - Guidelines; AS 8001:2021, Fraud and corruption control; ISO 37001, Anti-bribery management systems) and it will be amended as necessary.

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2025/2515

ANNEXURE SHEET

This is the document referred to as 'MI-09' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

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AGREED STATEMENT OF EXPECTATIONS

This document sets out the agreed understanding of the terms of ongoing engagement of **[the employee]** by the CFMEU.

During the Administration, the rights, powers and functions of the employer of Branch employees (the CFMEU) are only able to be exercised by the Administrator, Mark Irving KC and his delegates. The Administrator has appointed Branch Executive Officers and the WA Branch Secretary as his delegates to manage the day-to-day operation of Branches. The Administrator and the employee agree to the following conditions:

1. The employee must comply with all lawful directions issued to them by the Administrator and his delegates (such as the Branch Executive Officers).
2. The employee must support and assist in implementing decisions of the Administrator and his delegates.
3. The employee must support and work towards achieving the goal of returning the Union to the democratic control of members as a principled, strong and independent Union as identified in the CFMEU Strategic Plan.
4. The employee must uphold the union's values of solidarity, justice and equality identified in the CFMEU Strategic Plan and must not bring the union into disrepute.
5. The employee must not prevent, hinder, undermine or interfere with the work of the Administration and is not to use their position to publicly criticise or publicly attack the Administrator or his delegates.
6. The employee is to provide all assistance to support the Administrator in the elimination of violence, intimidation, misogyny, and corruption in the construction industry, including within the CFMEU. The employee is also to provide all assistance to ensure that the Union is free of outside corrupting and criminal influences.
7. The employee is required to comply with, and is entitled to the benefits in, CFMEU policies.
8. The employee is required to attend any and all education they are directed to attend, the costs of which will be met by the employer.

Signed……..

Dated……

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2025/2515

ANNEXURE SHEET

This is the document referred to as 'MI-10' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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Annexure B

POSITION		NAME OF INCUMBENT
Construction and General Victoria-Tasmania Divisional Branch		
1.	!Divisional Branch President	obert Graauwmans
2.	!Divisional Branch Senior Vice President	oe Myles
3.	!Divisional Branch Vice President	ickMyles
4.	!Divisional Branch Secretary	lcvacant)
5.	!Divisional Branch Assistant Secretary	perek Christopher
6.	!Divisional Branch Assistant Secretary	IElias Spemovasilis
7.	Divisional Sub-Branch President *(Tasmania)*	Kevin Harkins
8.	Divisional Sub-Branch President *(Tasmania)*	Richard Hassett
9.	Divisional Branch Management Committee Member *(position 1)*	David Lythgo
10.	Divisional Branch Management Committee Member *(position 2)*	Rudy Raspudic
11.	Divisional Branch Management Committee Member *(position 3)*	Anthony Cordier
12.	Divisional Branch Management Committee Member *(position 4)*	Anthony Ioannidis

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POSITION		NAME OF INCUMBENT
13.	Divisional Branch Management Committee Member *(position 5)*	Bill Beattie
14.	Divisional Branch Management Committee Member *(position 6)*	Steve Long
15.	Divisional Branch Management Committee Member *(position 7)*	Gerard Benstead
16.	Divisional Branch Management Committee Member *(position 8)*	John Perkovic
17.	Divisional Branch Management Committee Member *(position 9)*	Darko Misic
18.	Divisional Branch Management Committee Member *(position JO)*	John Constantinou
19.	Divisional Branch Management Committee Member *(position 11)*	John Perak
20.	Divisional Branch Management Committee Member *(position 12)*	Paddy Farrelly
21.	Divisional Branch Management Committee Member *(position 13)*	Frank Akbari

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POSITION		NAME OF INCUMBENT
22.	Divisional Branch Management Committee Member *(position 14)*	(Vacant)
23.	Divisional Branch Management Committee Member *(position 15)*	Paul Round
24.	Divisional Branch Management Committee Member *(position 16)*	Martin Murphy
25.	Divisional Branch Management Committee Member *(position 17)*	Jeremy Tamie
26.	Divisional Branch Management Committee Member *(position 18)*	Dennis Gritzalis
27.	Divisional Branch Management Committee Member *(position 19)*	James Simpson
28.	Divisional Branch Management Committee Member *(position 20)*	Steven Balta
29.	Divisional Branch Management Committee Member *(position 21)*	Lisa Zanatta
30.	Divisional Branch Management Committee Member *(position 22)*	Theo Theodorou

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POSITION		NAME OF INCUMBENT
31.	Divisional Branch Management Committee Member *(position 23)*	Brendan Pitt
32.	Divisional Sub-Branch President *(Tasmania)*	Kevin Harkins
33.	Divisional Sub-Branch Secretary *(Tasmania)*	Richard Hassett
34.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position I)*	Broden Barlow
35.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position 2)*	Kevin Harkins
36.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position 3)*	Mark Denny
37.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position 4)*	Richard Hassett
38.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position 5)*	Dushan Hlis

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POSITION		NAME OF INCUMBENT
39.	Divisional Sub-Branch Management Committee Member *(Tasmania) (position 6)*	Jim Stuht
40.	Divisional Branch Trustee	(Unknown)
41.	Divisional Branch Trustee	(Unknown)
42.	Divisional Branch Trustee	(Unknown)
43.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position I)*	Rhett Campbell
44.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 2)*	Chris Brett
45.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 3)*	Richard Bradley
46.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 4)*	Bart Scaffidi

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POSITION		NAME OF INCUMBENT
47.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 5)*	Vlado Cakarun
48.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 6)*	Emilio Botsaris
49.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 7)*	Luke Buttigieg
50.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 8)*	Shane Cilia
51.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 9)*	Lara Van Graas
52.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position I0)*	KellyNgu
53.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 11)*	Sean Paul Donnelly
54.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 12)*	Peter Clark
55.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position I3)*	Antony Grgurevic

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POSITION		NAME OF INCUMBENT
56.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 14)*	Valerio Macaro
57.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 15)*	Ivan Colina
58.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 16)*	Mick Fitzsimons
59.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 17)*	Felice Filardo
60.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 18)*	Mathew Montebello
61.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 19)*	(Vacant)
62.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 20)*	David Costabile
63.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 21)*	David Krizan
64.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 22)*	Peter Loncar

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POSITION		NAME OF INCUMBENT
65.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 23)*	Jason Deans
66.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 24)*	Anthony Dredge
67.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 25)*	Teena Simpson
68.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 26)*	Neven Markulin
69.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 27)*	Yong Wu
70.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 28)*	Jimmy Harris
71.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 29)*	Drew McDonald
72.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 30)*	Guang Liang Xu
73.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 31)*	Terence McNamara

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POSITION		NAME OF INCUMBENT
74.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 32)*	John Mantis
75.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 33)*	Gerard McQuaid
76.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 34)*	Lita Gillies
77.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 35)*	Scott Aird
78.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 36)*	Mark McMillan
79.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 37)*	Brad McNiven
80.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 38)*	Hija Cmac
81.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 39)*	Lee McKenzie
82.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 40)*	Tarnish Muller

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POSITION		NAME OF INCUMBENT
83.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 41)*	David Foley
84.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 42)*	Kathleen Ingram
85.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 43)*	Matthew Seadon
86.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 44)*	Mick Egan
87.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 45)*	**Mick** Powell
88.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 46)*	Carla Rivera
89.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 47)*	LiamO'Heam
90.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 48)*	Adam Olsen
91.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 49)*	Ashton Fitzpatrick

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POSITION		NAME OF INCUMBENT
92.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 50)*	Shane McGowan
93.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 51)*	Trevor Punshon
94.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 52)*	Ricky Orterga
95.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 53)*	Mark Peterson
96.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 54)*	Gary Roberts
97.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 55)*	John Pidoto
98.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 56)*	Angelo Ruffato
99.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 57)*	(Vacant)
100.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 58)*	James Ryan

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POSITION		NAME OF INCUMBENT
101.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 59)*	Terry Ryan
102.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 60)*	Gerry Pettifer
103.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 61)*	Shane Ross
104.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 62)*	Daniel Sirnioni
105.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 63)*	Malachy Farrelly
106.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 64)*	Michael Farrelly
107.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 65)*	David Setka
108.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 66)*	Chris Spiridonos
109.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 67)*	Mick Karlusic

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POSITION		NAME OF INCUMBENT
110.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 68)*	Simon Samardzic
111.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 69)*	John Samardzic
112.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 70)*	Jack Vucak
113.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 71)*	Shelly Goodwin
114.	Delegate to Divisional Branch Council *(Melbourne Metropolitan position 72)*	Esther Van Arend
115.	Delegate to Divisional Branch Council (*Geelong position 1)*	Paul McCann
116.	Delegate to Divisional Branch Council (*Geelong position 2)*	Dean Doran
117.	Delegate to Divisional Branch Council (*Geelong position 3)*	Mark Travers
118.	Delegate to Divisional Branch Council (*Geelong position 4)*	Rachel McCann

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POSITION		NAME OF INCUMBENT
119.	Delegate to Divisional Branch Council (*Central Victoria position* 1)	Nigel Davies
120.	Delegate to Divisional Branch Council (*Central Victoria position* 2)	David Duffy
121.	Delegate to Divisional Branch Council (*Central Victoria position* 3)	Andrew Pitlik
122.	Delegate to Divisional Branch Council (*Central Victoria position* 4)	Brett James Fleming
123.	Delegate to Divisional Branch Council *(Northern Victoria position* 1)	James Gianchino
124.	Delegate to Divisional Branch Council *(Northern Victoria position* 2)	Joel Hannebery
125.	Delegate to Divisional Branch Council *(Northern Victoria position* 3)	Mark Tait
126.	Delegate to Divisional Branch Council *(Northern Victoria position* 4)	Cameron McClure
127.	Delegate to Divisional Branch Council *(La Trobe position* I)	Philip Darcy

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POSITION		NAME OF INCUMBENT
128.	Delegate to Divisional Branch Council *(La Trobe position* 2)	John Thomson
129.	Delegate to Divisional Branch Council *(La Trobe position 3)*	Toby Thornton
130.	Delegate to Divisional Branch Council *(La Trobe position 4)*	Tom Malone
Construction and General South Australian Divisional Branch		
131.	Divisional Branch President	fobert Graauwmans
132.	Divisional Branch Vice President	ark Palmer
133.	Divisional Branch Secretary	lcvacant)
134.	Divisional Branch Assistant Secretary	Marcus Pare
135.	!Divisional Branch Treasurer	Travis Hera-Singh
136.	!Divisional Branch Trustee	(Vacant)
137.	!Divisional Branch Trustee	Travis Brook
138.	!Divisional Branch Organiser	Emosi Veron
139.	!Divisional Branch Organiser	lcvacant)
140.	Divisional Branch Management Committee Member *(position 1)*	Mark Forster

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POSITION		NAME OF INCUMBENT
141.	Divisional Branch Management Committee Member *(position* 2)	James Rusinksi
142.	Divisional Branch Management Committee Member *(position 3)*	(Vacant)
143.	Divisional Branch Management Committee Member *(position 4)*	Daniel Bottrell
144.	Divisional Branch Management Committee Member *(position* 5)	David Ellis
145.	Divisional Branch Council Member *(position I)*	Holly Hedges
146.	Divisional Branch Council Member *(position* 2)	Kain Shanko
147.	Divisional Branch Council Member *(position 3)*	Lance Herbert
148.	Divisional Branch Council Member *(position 4)*	(Vacant)
149.	Divisional Branch Council Member *(position* 5)	(Vacant)

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POSITION		NAME OF INCUMBENT
150.	Divisional Branch Council Member *(position 6)*	Michael McCluskey
151.	Divisional Branch Council Member *(position 7)*	Damien O'Connell
152.	Divisional Branch Council Member *(position 8)*	Patrick Rupric
153.	Divisional Branch Council Member *(position 9)*	(Vacant)
154.	Divisional Branch Council Member *(position 10)*	(Vacant)
155.	Divisional Branch Council Member *(position 11)*	(Vacant)
156.	Divisional Branch Council Member *(position 12)*	Jarrad Tapp
157.	Divisional Branch Council Member *(position 13)*	Doug Tilley
158.	Divisional Branch Council Member *(position 14)*	Nathan White

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POSITION		NAME OF INCUMBENT
Construction and General New South Wales Divisional Branch		
159.	Divisional Branch Secretary	Darren Greenfield
160.	Divisional Branch Assistant Secretary	(Vacant)
161.	Divisional Branch Assistant Secretary	Robert Kera
162.	Divisional Branch President	ita Mallia
163.	Divisional Branch Management Committee Member *(position I)*	YusufMhaiche
164.	Divisional Branch Management Committee Member *(position 2)*	Scott Andrew
165.	Divisional Branch Management Committee Member *(position 3)*	Howard Byrnes
166.	Divisional Branch Management Committee Member *(position 4)*	Denis McNamara
167.	Divisional Branch Management Committee Member *(position 5)*	Simon Curtis
168.	Divisional Branch Management Committee Member *(position 6)*	Simon Gutierrez

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POSITION		NAME OF INCUMBENT
169.	Divisional Branch Management Committee Member *(position 7)*	Zachary Latief
170.	Divisional Branch Management Committee Member *(position 8)*	Luke Allen
171.	Divisional Branch Management Committee Member *(position 9)*	Yannis Sievas
172.	Divisional Branch Management Committee Member *(position 10)*	Steven Parker
173.	Divisional Branch Management Committee Member *(position 11)*	Pierre Boumelham
174.	Divisional Branch Management Committee Member *(position 12)*	(Vacant)
175.	Divisional Branch Management Committee Member *(position 13)*	Elmedin Begic
176.	Divisional Branch Management Committee Member *(position 14)*	(Vacant)

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POSITION		NAME OF INCUMBENT
177.	Divisional Branch Management Committee Member *(position 15)*	Dean Hackett
178.	Divisional Branch Management Committee Member *(position 16)*	Munro Jones
179.	Divisional Branch Management Committee Member *(position 17)*	Rocco Ianni
180.	Divisional Branch Management Committee Member *(position 18)*	Michael Restuccia
181.	Divisional Branch Management Committee Member *(position 19)*	Timur Rasih
182.	Divisional Branch Management Committee Member *(position* 20)	Sime Buterin
183.	Divisional Branch Management Committee Member *(position 21)*	Bruce Cartwright
184.	Divisional Branch Management Committee Member *(position 22)*	Dario Damjanovic

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POSITION		NAME OF INCUMBENT
185.	Divisional Branch Management Committee Member *(position 23)*	Michael Lynch
186.	Divisional Branch Management Committee Member *(position 24)*	(Vacant)
187.	Divisional Branch Management Committee Member *(position* 25)	Anthony Vecchio
188.	Divisional Branch Management Committee Member *(position 26)*	Darren Wick
189.	Divisional Branch Council Member *(Cumberland Zone position 1)*	NurBegg
190.	Divisional Branch Council Member *(Cumberland Zone position* 2)	(Vacant)
191.	Divisional Branch Council Member *(Cumberland Zone position 3)*	Kahon Alkozai
192.	Divisional Branch Council Member *(Cumberland Zone position 4)*	John Hughes

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POSITION		NAME OF INCUMBENT
193.	Divisional Branch Council Member (*Cumberland Zone position* 5)	Michael Bailey
194.	Divisional Branch Council Member (*Cumberland Zone position 6)*	Mario Battistini
195.	Divisional Branch Council Member (*Cumberland Zone position* 7)	Derek Gallagher
196.	Divisional Branch Council Member (*Cumberland Zone position 8)*	Jack Bosden
197.	Divisional Branch Council Member (*Cumberland Zone position 9)*	Craig Bremner
198.	Divisional Branch Council Member (*Cumberland Zone position 10)*	Geoff Bates
199.	Divisional Branch Council Member (*Cumberland Zone position 11)*	Robert Burland
200.	Divisional Branch Council Member (*Cumberland Zone position 12)*	Colin Chapman
201.	Divisional Branch Council Member (*Cumberland Zone position 13)*	James Ponisi

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POSITION		NAME OF INCUMBENT
202.	Divisional Branch Council Member *(Cumberland Zone position 14)*	Mohamed Gabr
203.	Divisional Branch Council Member *(Cumberland Zone position 15)*	Mohamed Hammoud
204.	Divisional Branch Council Member *(Cumberland Zone position 16)*	Colin Lamond
205.	Divisional Branch Council Member *(Cumberland Zone position 17)*	Edward Sloane
206.	Divisional Branch Council Member *(Cumberland Zone position 18)*	Ian McKinnon
207.	Divisional Branch Council Member *(Cumberland Zone position 19)*	Russell Munro
208.	Divisional Branch Council Member *(Cumberland Zone position 20)*	Jason Williams
209.	Divisional Branch Council Member *(Cumberland Zone position 21)*	Geoffrey Vaughan
210.	Divisional Branch Council Member *(Cumberland Zone position 22)*	James Wall
211.	Divisional Branch Council Member *(Northumberland Zone position 1)*	Neal Attwood

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POSITION		NAME OF INCUMBENT
212.	Divisional Branch Council Member *(Northumberland Zone position 2)*	Mitchell Deas
213.	Divisional Branch Council Member *(Northumberland Zone position 3)*	Mark Kelly
214.	Divisional Branch Council Member *(Camden Zone position 1)*	David Mackay
215.	Divisional Branch Council Member *(Camden Zone position 2)*	Paul Fisher
216.	Divisional Branch Council Member *(Camden Zone position 3)*	Sallie Oxborough
217.	Divisional Branch Council Member *(Country Zone position 1)*	Gary McCarthy
218.	Divisional Branch Council Member *(Country Zone position 1)*	Michael Sykes
219.	Divisional Branch Council Member *(Count,y Zone position 1)*	Paul Wright
Construction and General Queensland-Northern Territory Divisional Branch		
220.	D visional Branch Secretary	M chael Ravbar

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POSITION		NAME OF INCUMBENT
221.	Divisional Branch Assistant Secretary *(Plasterers)*	KaneLowth
222.	Divisional Branch Assistant Secretary *(Painters)*	Keith Murphy
223.	Divisional Branch Assistant Secretary *(General)*	Jade Ingham
224.	!Divisional Branch President	oyce Kupsch
225.	!Divisional Branch Senior Vice President	Steven Gaske
226.	!Divisional Branch Senior Vice President	alias Ezzy
227.	!Divisional Branch Vice President	IanMcKewin
228.	!Divisional Branch Vice President	Steven Amies
229.	!Divisional Branch Trustee	(Unknown)
230.	!Divisional Branch Trustee	!(Unknown)
231.	!Divisional Branch Trustee	!(Unknown)
232.	Divisional Branch Executive Member *(position 1)*	Peter Close
233.	Divisional Branch Executive Member *(position 2)*	Mark Read
234.	Divisional Branch Council Member *(position 1)*	Steve Amies
235.	Divisional Branch Council Member *(position 2)*	Craig Brown

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POSITION		NAME OF INCUMBENT
236.	Divisional Branch Council Member *(position 3)*	Josh Burling
237.	Divisional Branch Council Member *(position 4)*	Tony Dougherty
238.	Divisional Branch Council Member *(position 5)*	Tom McGovern
239.	Divisional Branch Council Member *(position 6)*	Ian (Badge) McKewin
240.	Divisional Branch Council Member *(position 7)*	Mick Robinson
Construction and General Divisional Executive		
241.	Divisional Assistant Secretary	(Vacant)
242.	Divisional Assistant Secretary	Andrew Sutherland
243.	Divisional President	Jade Ingham
244.	Divisional Senior Vice President	Robert Kera
245.	Divisional Vice President	(Vacant)
246.	Divisional Executive Member *(ex officio QNT Divisional Branch Secretary)*	Michael Ravbar
247.	Divisional Executive Member *(ex officio NSW Divisional Branch Secretary)*	Darren Greenfield

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POSITION		NAME OF INCUMBENT
248.	Divisional Executive Member *(ex officio VIC-TAS Divisional Branch Secretary)*	(Vacant)
249.	Divisional Executive Member *(VIC-TAS additional position 1)*	Derek Christopher
250.	Divisional Executive Member *(VIC-TAS additional position 2)*	Elias Spemovasilis
251.	Divisional Executive Member *(NSW additional position)*	(Vacant)
Construction and General Divisional Trustees		
252.	Divisional Trustee	Rita Mallia
253.	Divisional Trustee	Robert Graauwmans
254.	Divisional Trustee	Darren Greenfield
Construction and General Divisional Conference		
255.	Divisional Branch Delegate to Divisional Conference *(QNT position 1 - ex officio QNT Divisional Branch Secretary)*	Michael Ravbar
256.	Divisional Branch Delegate to Divisional Conference *(Divisional Executive Member (QNT Additional Position 1))*	Kane Lowth

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POSITION		NAME OF INCUMBENT
257.	Divisional Branch Delegate to Divisional Conference *(QNT position 3 - ex officio QNT Divisional Branch Assistant Secretary - Painters)*	Keith Murphy
258.	Divisional Branch Delegate to Divisional Conference *(QNT position 4)*	Royce Kupsch
259.	Divisional Branch Delegate to Divisional Conference *(QNT position 5)*	Steven Gaske
260.	Divisional Branch Delegate to Divisional Conference *(QNT position 6*	IanMcKewin
261.	Divisional Branch Delegate to Divisional Conference *(QNT position 7)*	Jade Ingham
262.	Divisional Branch Delegate to Divisional Conference *(QNT position 8)*	Peter Close
263.	Divisional Branch Delegate to Divisional Conference *(QNT position 9)*	SteveAmies
264.	Divisional Branch Delegate to Divisional Conference *(QNT position 10 - NT position)*	Josh Burling

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POSITION		NAME OF INCUMBENT
265.	Divisional Branch Delegate to Divisional Conference *(NSW position 1 - ex officio NSW Divisional Branch Secretary)*	Darren Greenfield
266.	Divisional Branch Delegate to Divisional Conference *(NSW position 2)*	(Vacant)
267.	Divisional Branch Delegate to Divisional Conference *(NSW position 3)*	Elmedin Begic
268.	Divisional Branch Delegate to Divisional Conference *(NSW position 4)*	Warren Whitney
269.	Divisional Branch Delegate to Divisional Conference *(NSW position 5)*	Munro Jones
270.	Divisional Branch Delegate to Divisional Conference *(NSW position 6)*	Robert Kera
271.	Divisional Branch Delegate to Divisional Conference *(NSW position 7)*	Rita Mallia
272.	Divisional Branch Delegate to Divisional Conference *(NSW position 8)*	Denis McNamara

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POSITION		NAME OF INCUMBENT
273.	Divisional Branch Delegate to Divisional Conference *(NSW position 9)*	(Vacant)
274.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 1 - ex officio VIC-TAS Divisional Branch Secretary)*	(Vacant)
275.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 2)*	Joe Myles
276.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 3)*	Elias Spernovasilis
277.	Divisional Branch Delegate to Divisional Conference *(VJC-TAS position 4)*	Derek Christopher
278.	Divisional Branch Delegate to Divisional Conference *(VIC-TASposition 5)*	Robert Graauwmans
279.	Divisional Branch Delegate to Divisional Conference *(VIC-TASposition 6)*	David Lythgo
280.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 7)*	Steve Long

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POSITION		NAME OF INCUMBENT
281.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 8)*	Skye Allan
282.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 9)*	Lisa Zanatta
283.	Divisional Branch Delegate to Divisional Conference *(VIC-TASposition 10)*	Theo Theodorou
284.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 11)*	Gerard McQuaid
285.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 12)*	James Simpson
286.	Divisional Branch Delegate to Divisional Conference *(VIC-TASposition 13)*	Garry Donnon
287.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 14)*	Mark Travers
288.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 15)*	Paul Tzimas
289.	Divisional Branch Delegate to Divisional Conference *(VIC-TAS position 16)*	Ivan Colina

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POSITION		NAME OF INCUMBENT
290.	Divisional Branch Delegate to Divisional Conference *(SA position 1 - ex officio SA Divisional Branch Secretary)*	(Vacant)
291.	Divisional Branch Delegate to Divisional Conference *(SA position 2 - ex officio SA Divisional Branch Assistant Secretary)*	Marcus Pare
292.	Divisional Branch Delegate to Divisional Conference *(SA position 3)*	Andrew Sutherland

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2025/2515

ANNEXURE SHEET

This is the document referred to as 'MI-11' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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CFMEU ADMINISTRATOR
MARK IRVING KC

First Bi-Annual Report of the CFMEU Administrator

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Introduction and overview

1. The Administration has commenced its weighty task. It is pursuing its core function of rebuilding the Construction Division of the **CFMEU** as a strong, democratic, member controlled, industrially proactive and effective Union, enduringly free of corruption and criminal influence. It has taken steps to ensure the union continues to serve its members, works to keep members safe, fights to protect and improve the working conditions and the lives of members. It has sought to address corruption and confront menacing conduct within the union and within the industry. It has done so in the shadow of an unresolved High Court challenge which has impeded the prompt implementation of the strategic plans of the Administration.'

2. As detailed below, the Administration has conducted a series of investigations that has shone light on some of the corrupt conduct in and criminal infiltration of the industry, an area in which much work still needs to be done. It has established an IntegTity Unit which receives and deals with complaints, some of which are anonymous. This report deals with the matters arising under the **FWRO** Act. There are cognate, though slightly different, reporting obligations under s 876L of the Industrial Relations Act 2016 (Qld) and the scheme under that Act, as well as Schedule 6 clause 3 (2) of the Industrial Relations Act 1996 (NS\t\T) and the scheme under that Act. This report serves as a report satisfying the requirements of each of those laws. The references below to Branches in Queensland and NSW and the Construction Division of the CFMEU in this report should be read as the relevant parts of the organisations of employees registered pursuant to those State laws.

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Overview of the operation of the Administration

3. Very broadly speaking, under d1e **FWRO** Act and die scheme die elected leadership of the Construction Division of die Union in **NSW,** Victoria, Queensland, **NT,** Tasmania and Soudi Australia were removed from office and the powers of the holders of various offices were vested in die Administrator. There were 12 full time officers of die Union who filled senior leadership positions whose employment was immediately terminated when they were removed from office as die result of die scheme. There are cognate laws and schemes in Queensland and New Soudi Wales governing related CFMEU bodies under diose local laws.

4. Those vested powers have been exercised personally by the Administrator or by various persons appointed by die Administrator. In NSW, SA, Queensland and Victoria die Administrator has appointed Branch Executive Officers to exercise delegated powers. The day-to-day operation of diose Branches occurs dirough diose Branch Executive Officers. Furdier, die Administration has engaged staff (currently five principal senior staff and five other support and professional staff members) in an office in Melbourne. Some of die powers are exercised dirough diose staff. The approximately 320 employees of the Division remain employed in the various Branches across Australia and die National Office of die Union.

5. The central functions of any Union are to serve its members, work to keep members safe, to improve dieir working conditions and their lives. The Administrator has facilitated die continued pe,formance of diis role by die **CFMEU.** Organisers and delegates have remained vigilant and proactive in ensuring that the safety of members is paramount in this dangerous industry. Members continue to be provided services by the Union. The Union continues to take steps to ensure die making of enterprise agreements to improve conditions of members. The AdministTation has worked co-operatively widi the **FvVC** to ensure diat applications for die approval of enterprise agTeement, in die construction sector are dealt widi lawfully and as expeditiously as applications for die approval of enterprise agreements in other sectors of die Australian economy.

6. Membership of die Union is strong, and die financial position of die Union remains hale and robust. The Administration has been supported by the continued loyal service of die overwhelming majority of employees in the Division who are steadfastly working to improve their Union, have ensured diat the interests of members are central to all our decisions and who share a genuine commitment to die building of a strong member focussed Union where all participants are meeting die community's expectations.

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7. It has been appropriate to suspend and investigate, and in some cases terminate the employment of, various employees. In some cases, resignations have been accepted; in others summary dismissal has occurred. An application to the **FWC** for a certificate by one of the removed officers, a former senior official from South Australia, was withdrawn after the finalisation of a report into allegations that he misused his position in a variety of ways.

The shadow of the High Court

8. Shortly after the Administration was established proceedings were commenced in the High Court that challenged the legality of aspects of the Administration. The Administrator filed a submitting appearance. Much of the Administration has been conducted in the shadow of the High Court proceeding, which at the time of writing has not been determined.

9. The Administration has developed a strategic plan to take steps to address the matters dealt with in the Act and the scheme. The practical implementation of some aspects of the plan, and educating CFMEU staff about its details, has been affected by the continued uncertainty concerning the legality of the **FvVRO** Act. **A** few examples suffice. An effective whistleblowing procedure requires participants to trust that the recipient of information v1 ll not use it to further ,ctimise the complainant. Uncertainty about whether the former leadership is returning to power has, in some cases, impeded the Administration in obtaining full and frank disclosures from complainants. Further, some important reforms in the sector involve retraining a range of persons within the Union. To do so requires the building of capacity to deliver the training, establishing a structure by which training is provided, the development of programs, and the delivery of training to an audience receptive to training. In circumstances where the previous leadership could be reinstated as the result of the High Court proceedings the engagement of the best new staff, reallocating resources and performing the necessary work has been stymied. Another example is 'buy in' of industry participants to reform. There is little incentive for employees, delegates, employers and employer peak bodies to fully commit to a reform agenda when some members of the former leadership have intimated that full collaboration th the Administration may result in a further cycle of rel<-tliation.

10. Some things can be done now and have been done. Some preparation for further action can be done now, and plans have been developed. But some steps must await the resolution of the uncertainty in the Union and the industry created by the High Couli's judgment being pending.

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Corruption

11. Corruption within the Union makes it weaker. Corruption subverts democratic processes. It diverts the attention of leaders - be they delegates or organisers - from performing their core function of placing the interests of the members first. The loss of control in some Branches to the malign influences of organised crime and outlaw motorcycle gangs has rendered the Union industrially fragile. Delegates and organisers under such influences serve two masters: the members and the corrupt.

12. Corruption within the construction industry is endemic in many jurisdictions. This does not mean that corruption should be allowed to fester or that the Union or the industry should surrender to such arrangements as if they were inevitable. Corruption can be addressed on an individual basis by identifying the corrupt, removing them and holding them to account. It can also be addressed systemically by modifying the practices of the industry. It can also be addressed culturally, by educating about acceptable behaviour, providing training, selecting value driven leaders and thereby changing conduct. The Administration is committed to this task within the **CFMEU,** but employers too must commit to the task.

13. Some areas of corruption within the construction industry have been allowed to survive and, in some cases, thrive for decades. Union values include openness, honesty, accountability and transparency. Values of organised crime include retribution, retaliation and a code of silence. In recent years some Branches of the Union have made themselves weak and a target because they have existed v1�thin, and have perpetuated, and has failed to confront a culture of violence and retaliation, enforced by a code of silence. Some Branches have allowed a role for organised crime and outlaw motorcycle gangs in the industrial relations system. Some employers have been complicit, and in some cases drivers of, that culture and engage organised crime figures and outlaw motor cycle gangs in the conduct of their industrial relations. The infiltration of crime figures and gangs in industrial relations in the construction industry creates a whole industry problem.

14. Rooting out those who have engaged in and perpetuate an unacceptable culture of corruption v1�thin the Union is a work in progress. Effecting the necessary broader systemic and cultural changes across industry will take longer. The Administration is examining the skills make up in Branches, working on training, accountability and development of an organisational v1�de culture which aligns to the values of the membership. It is developing relationships with industry actors which will enable it to work together to address the identified blight.

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15. The Administration has disrupted some corrupt business models. The role of organised crime and outlaw motorcycle groups in the industry has been retarded but has also evolved. The removal of certain former leaders has interfered with established relationships and arrangements. The involvement of some bad faith actors has been the subject of investigation. Some have been referred to various law enforcement authorities. Much remains to be done.

16. The matters identified above concerning corruption within the industry operate differently in different parts of Australia. The fact that some Branches and employers in some jurisdictions have embraced a culture in which organised crime has been legitimised does not mean all Branches are infected by the san1e model. One size does not fit all.

Menacing conduct

17. The Administrator has established a policy prohibiting menacing conduct by employees of the Union: see cl 9 (1) (c) of the scheme. The Adminisb'ator has met ¼th all org;rnisers in Ausb,alia. He has explained his expectations concerning appropriate behaviour. The Administrator has developed the policy and written to all employees enclosing a copy. He has taken disciplinary action under the policy against employees who have conb,avened it.

Whistleblowers

18. The Administration has established an Integrity Unit and a Whistleblo¼ng and Complaints Policy. A whistleblomng and complaints website is maintained. It allows for anonymous complaints to be received from any person about a range of improper and unlawful conduct within the indusb,y. The existence of the website is made known to those within the industry. There are links to it from various **CFMEU** websites. The existence of the site has been brought to the attention of various stakeholders within the indusb'Y· The Administrator has written to each of the employees of the **CFMEU** alerting them to the website.

19. Various concerns have been raised through our Integrity Unit and via other sources. The information received from those sources is analysed and b'iaged. How that information is b'eated depends on a number of factors, including its source, and the nature of the information, and the means by which it is communicated to the Administration. The Adminisb,at1on has developed processes to ensure that appropriate ac6on is taken in response to request, for help.

20. Some information is required by legisla6on to be kept confidential. That has occurred. Other types of information are not covered by the statutory confidentiality scheme, but the nature of the information and the circumstances in which it is shared are such that confidentiality should be afforded to it. Some informat1on concerning certain criminal

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offences is referred to police forces. Some is referred to other law enforcement bodies using the methods discussed below. Where appropriate, other information is referred to different Branches for action (such as employees raising concerns about safely issues or underpayments at their workplaces). Others are the suqject of inquiries by the Administration tean1 which, in some cases, has resulted in disciplinary action by the Administrator.

21. Anonymity is important. This is an industJy that has been characterized by the creation of blacklists over a long period of time by a variety of players within the industJ·y. It is important to develop a culture of trust which will empower and enable people to raise complaints with the AdministJ·ation confident in the knowledge that their requested confidentiality is not compromised.

Inquiries and Investigations

22. One of the responsibilities of the Administrator is to undertake investigations into practices, past or present, within Union. The AdministJ·ation has undertaken certain investigations and inquiries, some of which are detailed below. A copy of three of those reports is annexed. When the Administration was established Geoffrey Watson SC had partially completed a report into certain conduct within the Victorian Branch. The Administrator directed him to continue with that report, and it was duly provided. The report found:

> *'. the Victon w Branch has been caught up in a cycle oflawlessness, where violence was an accepted palt of the culture, and threats of violence were a substitute for reasoned negotiations .... h1 d1i5 cycle ofintirmdation and violence, die* ***CFMEU*** *had Jost control.'*
> *'**I** found a stubborn refusal, amongst ofndals, to involve d1e police. It was almost as though the police were reg-;:uded as enemies... '*
> *'Victon;w Br;_wch oflio°;ils have not onfv engaged 1i1 threatemi1g ;_wd abusive behaviour - d1ey have also been sul!}txled lo threats, violence or abuse in connexion w1d1 the1i· work for the union.'*

23. The ,iVatson rep01t made a series of recommendations. They were each adopted and implemented.

24. An inquiry was commissioned by the Administration into certain conduct of Darren Greenfield, Rita Mallia, Michael Greenfield and Rob Kera, the former secretary and other Senior Executive office holders of the NSW Branch who were removed from their employment and their offices as a result of the legislation. The inquiry was conducted by Geoffrey Watson SC. The report was received in early February 2025.

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25. The Watson Greenfields report found that:

- Each of the President, Rita Mallia, the Secretary, Darren Greenfield, Assistant Secretary, Rob Kera, and another Assistant Secretary, Michael Greenfield committed multiple serious contraventions of the duties they owed to the members of their Union. Each of them breached their duty of care and diligence and duty of good faith in relat-ion to the financial management of their Union.
- In addition, Darren Greenfield and Michael Greenfield also breached their duty to their Union by using their position to gain an advantage for themselves. Each of these contraventions were serious and warrant prosecution and the imposition of substantial civil penalties.
- Each of these contraventions caused the Union and its members damage of up to $4 million. The Union has already recovered $3.1 million of the misappropriated funds. The Union is entitled to recover several hundreds of thousands of dollars from Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield for the damage which they caused.
- Further, in the instance of Darren Greenfield, the contraventions are more serious and warrant his prosecution on criminal charges for recklessly failing to discharge his duties in good faith and using his position dishonestly v1th the intention of directly gaining an advantage for himself and his son.
- Contravent-ions should be referred to the Fair ,1/ork Commission (C) to consider commencing proceedings for the imposition of civil penalties on members of the Executive, as well as those, possibly including legal representatives identified in this report, who were involved in such contravent-ions.

26. **The** Watson Greenfields report made several recommendations concerning the referral of certain matters to the Fair Work Commission and the police for further investigation and prosecution. At the time of writing, the subjects of some of those recommendations have been given 14 days to explain why the Administrator should not adopt those recommendations. The report also identified a series of Haws in the governance structures and accountability measures within the Branch. The investigation and findings help inform the Administration in addressing those issues within the branch, and across the whole Di,sion.

27. An inquiry was commissioned by the Administrator into certain conduct of Marcus Pare, the former Assistant Secretary of the South Australian Branch who was removed from his employment and his office as a result of the legislation. The inquiry was conducted by an independent barrister. After receipt of an interim report in December 2024, a further final report was commissioned. That final report was received in early February 2025. The final report found that Mr Pare had contravened his obligations to the Union in a series of ways, resulting in significant loss to the Union. That report has made several recommendations concerning the referral of certain matters to the Fair Work

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Commission for further investigation and prosecution. At the time of wTiting, Mr Pare has been given 14 days to explain why the Administrator should not adopt those recommendations. The report also identified a series of flaws in the credit card policies, governance structures and accountability measures within the Branch. The investigation and findings help inform the Administration be addressing those issues v1thin the Branch, as well as further reform within the organisation across the whole Division.

28. In early February 2025 the Administrator commenced an inquiry into violence and menacing conduct within the construction industiy in Queensland. The inquiry "'II cover both conduct by employer as well as conduct by Union employees. On announcing the inquiry, the Administi·ator stated:

- 'The inquiry will work with all within the industry to address allegations of violence. It will work with staff internal to the Union. It will work vvith police, regulators, others "'thin the union movement and employers'.
- 'A culture of violence - actual and threatened - within the construction industiy makes the Union weaker, not stronger. In the years leading to the Administration the Union in Queensland has made itself weak and a target because it has existed ,vithin, and has perpetuated, and its former leadership has failed to confront, a culture of violence and retaliation against organisers and a cycle of retaliation against employers and retaliation against those who spoke up against leadership and vested interests, and against delegates and against employees of the union itself.
- Union values include openness, honesty, accountability and ti·ansparency. Values of organised crime include reti·ibution, retaliation and a code of silence. Anyone who confuses the values of organised crime for union values will not be working in the Union.

29. These inquiries do not only serve the purpose of holding officers and employees to account for wrongdoing. They shine a light on the cultural and sti·uctural problems that must be addressed to achieve the purposes of the Administration. They allow the Administration to better understand how processes have been corrupted, the breadth of unacceptable beha,our and the drivers of it both at an individual and systemic level.

Co-operation with law enforcement and regulatory bodies

30. In the 5 years before the commencement of the Administi·ation the **CFMEU** and its officers have been found to have breached industi·ial laws on 1163 occasions and incurred $10,628,861 in penalties in respect of those breaches. This is in stark contrast with the 9 other largest Unions who, taken together, have been found to have breached industi·ial laws on 37 occasions during the same period. The legal costs incurred by the **CFMEU** - all of which involve funds from members - in defending these proceedings over that period are monstrously large. Unlawful conduct and simply paying enormous penalties had become part of the business model of the Union. This must end.

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31. The Act and the scheme impose on the Administrator the responsibility of cooperating in numerous ways with law enforcement agencies and regulators. That responsibility has been satisfied in a variety of ways. The Administration has regular meetings with the **FWC,** the **FvVO,** and the **AFP.** It further contacts regulators on an ad hoc basis to deal with issues as they arise. It participates in a range of industry fora in which regulators are represented. It has also met with other stakeholders in the industry, including major employers and peak bodies.

32. In addition to these principal regulators, the Administration has developed relationships and met with regulators and police forces in various jurisdictions across Australia, whether that be Victorian Police, W orksafe in its various iterations and Labour Hire Agencies.

33. Matters that come to the attention of the Administrator may fall within the remit of a wide range of agencies. For example, an assault on or by an organiser might properly be a matter that should be brought to the attention of the local Worksafe agency, the FWO, the FWC, the local police authority, the local labour hire agency, and the AFP. The Administrator has been supportive of the establishment and operation of the joint agency working group which operates as a centralised clearing house between the various agencies so that matters referred by the Administrator to the working group can be distributed an10ngst the relevant agencies pursuant to agTeed relationships between them.

34. As noted elsewhere in this report, pursuant to various inquiries conducted by the Administration certain matters may be referred to specific police forces and regulators for further investigation and prosecution. In these scenarios, the cooperation of the Administrator will extend to providing the underlying documenta1y material to enable those authorities to proceed promptly to act on the alleged contraventions of the law identified by the Administration.

Various other matters

35. Clause 12 (a) of the scheme, titled Disciplinary action, concerns a process for the expulsion etc of members and others. The process has been developed. No member has yet been expelled under that process. Clause 13 (1) of the scheme provides that the Administrator may, at any time during the Administration, appoint a Special Purpose Auditor to undertake a special purpose audit. The Administrator has done so. The Administrator has not arranged for the conduct of any elections for offices under clause 14. The register of members has been appropriately kept and maintained: cl 9 (1) (d). The Divisional Rules have not been changed: rule 9 (1) (b).

Mark Irving **KC**
Administrator
24 February 2025

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Attachments

1. Geoffrey Watson Interim Report
2. Chris Kummerow Marcus Pare Report
3. Geoffrey Watson Greenfields Report

INVESTIGATION INTO ALLEGATIONS AGAINST THE CFMEU

INTERIM REPORT

1. In July 2024, I was engaged [1] to investigate allegations of criminal and corrupt conduct made against the Victorian and Tasmanian Branch of the CFMEU's Construction and General Division.[2] The allegations which were the subject of my investigation were published in *The Australian Financial Review, The Age* and *The Sydney Morning Herald* as part of a joint series of reports known as 'Building Bad'. Those allegations were also aired in an episode of *60 Minutes.* Reflecting the initial letter of engagement, the matters dealt with in this report are narrow in compass. There may be a range of other matters warranting further investigation that fall outside the limited scope of the letter.

2. While my investigation is incomplete, my work so far enables me to make some preliminary observations with a reasonable degree of confidence. In broadest summary, the information I uncovered supported the accuracy of the allegations of criminal and corrupt conduct raised in the 'Building Bad' series. As detailed in this report, I make a series of recommendations for further investigation and other steps to be taken by the Administrator. He has legal powers that I did not possess, enabling him to continue with the investigations noted below.

3. I was engaged to investigate by Zach Smith in his capacity as National Secretary of the CFMEU. Jess Moir was engaged to assist me with my investigation.

4. The manner of the investigation was left to me. Officers and employees of the Victorian Branch were instructed to cooperate with my investigation. During my investigation, I interviewed fifteen officers or employees of the Victorian Branch, including each person who was (at that time) a member of its executive team. [3] Some were interviewed more than once.

5. There were limitations on my ability to undertake the investigation: I had no power to compel witnesses to give evidence or to compel production of documents and I was unable to offer potential witnesses any promises of confidentiality. Part-way through my investigation, I was told that threats of violence had been made, including against members of the executive team of the Victorian Branch. [4] Because of those threats, I was instructed to refrain from contacting certain third parties.

6. On 23 August 2024, the Attorney-General decided to place the Construction and General Division of the CFMEU, and all of its branches, into administration.[5] Mark Irving KC was appointed as Administrator. Mr Irving instructed me to provide this high-level, interim report

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1 My letter of engagement is Annexure A to this report and the terms of reference of the investigation are Annexure B.
2 For convenience, I refer to this as the 'Victorian Branch'.
3 In this report, for convenience, I use the word 'official' to refer to organisers and members of the executive team. By the time of my appointment, John Setka had resigned as Secretary of the Victorian Branch.
4 Further detail is provided at paragraph 18(b) of this report.
5 The decision was made by the Attorney General, under section 323B of the *Fair Work (Registered Organisations) Act 2009* (Cth), having been authorised to do so by the Minister for Employment and Workplace Relations.

and to make recommendations about further investigations the Administrator should undertake.[6] I make seven recommendations.

7. Because my investigation is incomplete, I am unable to make specific findings about the conduct of particular officers or employees of the CFMEU (including because I have not had an opportunity to put any of my proposed findings to those people and to hear their responses). However, I have made broad findings about the practices and attitudes that I observed.

8. My observations and recommendations are grouped according to the following five themes, which emerged from my work:

   (a) Lawlessness, threats and violence;

   (b) Connexions with Outlaw Motor Cycle Gangs **(OMCGs)** and organised crime figures;

   (c) The facilitation of (and refusing to facilitate) Enterprise Bargaining Agreements **(EBAs);**

   (d) Appointment of delegates and organisers; and

   (e) Improper transactions.

9. There is overlap between these themes: in many cases, criminal or corrupt conduct in one aspect of the Victorian Branch's operations appears to be the cause or the effect of criminal or corrupt conduct in another aspect of its operations.

A. LAWLESSNESS, THREATS AND VIOLENCE

10. Based on the information uncovered during my investigation, the Victorian Branch has been caught up in a cycle of lawlessness, where violence was an accepted part of the culture, and threats of violence were a substitute for reasoned negotiations.

11. As just one example, I was asked to investigate a specific incident which was captured on video, where a Victorian Branch organiser introduced himself as someone who worked for the union and then threatened two owners of an Indigenous labour hire firm, saying, among other things: "I'll fucking take your soul and I'll rip your fucking head off'.[7] When I raised that incident with officials in the Victorian Branch, my impression was that they regarded it as unexceptional.

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[6] I note thats 323K(2A) of the *Fair Work (Registered Organisations) Act 2009* (Cth) provides that "in performing functions and exercising powers as administrator, the administrator may undertake investigations into past practices of the Construction and General Division and its branches". One of the Administrator's functions is "promoting compliance by the Construction and General Division with the laws (including workplace laws) of the Commonwealth, the States and the Territories" (s 323K(3) of the *Fair Work (Registered Organisations) Act 2009* (Cth)).

[7] Nick McKenzie, Ben Schneiders, David Marin-Guzman and Reid Butler, "Leo the dog': Setka caught on tape delivering threatening message to rival's home', *The Age* (online, 14 July 2024) <https://www.theage.com.au/national/leo-the-dog-setka-caught-on-tape-delivering-threatening-message-to-rival-s-home-20240703-p5jqr2.html>. I note that the published excerpt of the video recording is incomplete. I have seen the full video and the published excerpt did not distort the events that were depicted.

12. That incident was not isolated and such conduct is not new. Since 1992, successive Royal Commissions have made findings about the prevalence of lawlessness and violence in Australia's construction sector.[8]

13. There have been multiple judicial findings that Victorian Branch officials have engaged threatening and abusive behaviour.

14. In 2015, Justice Mortimer - now Chief Justice Mortimer - made the following statements in relation to conduct (by a then Vice-President of the Construction and General Division of the CFMEU) at a Victorian Government construction site:[9]

> *The conduct has in common features of abuse of industrial power and the use of whatever means the individuals involved considered likely to achieve outcomes favourable to the interests of the CFMEU. The conduct occurs so regularly, in situations with the same kinds of features, that the only available inference is that there is a conscious and deliberate strategy employed by the CFMEU and its officers to engage in disruptive, threatening and abusive behaviour towards employers without regard to the lawfulness of that action, and impervious to the prospect of prosecution and penalties. An alternative inference - that the CFMEU weighs up the cost of engaging in such action (that is, likely prosecution and imposition of penalties) and nevertheless concludes it is a collateral cost of doing its industrial business - reflects no better on the organisation or its officials.*

15. Among the officials with whom I spoke, there was a general acceptance that threats, intimidation and violence were part of the landscape in which the Victorian Branch operated.

16. It might be attractive to think that the police could do something to break the cycle and to remove the instigators. But I found a stubborn refusal, amongst officials, to involve the police. It was almost as though the police were regarded as enemies. I was told about specific incidents in which union people had been severely bashed or subjected to threats of violence or death, but no police referral was made. One senior official said he could give me "1000 cases where workers have been stood over and bashed" and said that "all the police do, is turn around and go after unions". Some officials expressed distrust of police because of their personal experiences.

17. I heard, repeatedly, language which I understand to reflect the existence of a code of silence; people were called "dog" or "rat", or were criticized for "talking out of school".

18. Based on information obtained during my investigation, Victorian Branch officials have not only engaged in threatening and abusive behaviour - they have also been subjected to threats, violence or abuse in connexion with their work for the union. It is useful to provide two specific examples:

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[8] See *Roya/ Commission into Productivity in the Building Industry in New South Wales* (Final Report, May 1992); *Royal Commission into the Building and Construction Industry* (Final Report, March 2003); *Royal Commission into Trade Union Governance and Corruption* (Final Report; December 2015).

[9] *Director of Fair Work Building Industry Inspectorate v Construction, Forestry, Mining and Energy Union* (No 2) [2016] FCA 436 at [140]. That decision was appealed against: see *Construction, Forestry, Mining and Energy Union v Australian Building and Construction Commissioner* (2016) 247 FCR 339 (Allsop CJ, North and Jessup JJ) and *Australian Building and Construction Commissioner v Construction, Forestry, Mining and Energy Union* (2018) 262 CLR 157 (Kiefel CJ, Gageler, Keane, Nettle and Gordon JJ). The appellate proceedings did not disturb the factual findings quoted in this report.

(a) On 30 June 2021, two Victorian Branch organisers were bashed at a site in Hawthorn East. It was a serious attack: one of the organisers lost the sight in an eye. I was told, by a senior official, that the Victorian Branch did not engage with the police but instead "went to Mr Gatto to negotiate". The senior official told us that "this happens every day".

(b) The other example is one I mentioned earlier. On 14 August 2024, I was informed that threats of violence had been made against senior officials because of a perception that they were "lagging" (I was told that this meant "giving someone up to the cops"). I was told that there was a concern that any enquiries I made, which extended outside the union, would create a risk of violence. For that reason, I was instructed to refrain from making contact with third parties as part of my investigation (including journalists, employers and former delates I had intended to contact). My understanding is that, at the time, the police were not contacted in relation to those threats. However, the threats must have been regarded as real because there was capitulation (in that my inquiry was curtailed).

19. From my investigation, it appeared to me that, in this cycle of intimidation and violence, the CFMEU had lost control.

20. If the Victorian Branch is to cast off the influence of criminals, it would be helpful to have cooperative relationships with law enforcement agencies and regulators.

> ***RECOMMENDATION ONE:***
> *I recommend that the Victorian Branch takes steps to build cooperative relationships with the Victoria Police, the Australian Federal Police and regulatory authorities so that criminal conduct can be dealt with in accordance with the law.*

21. Given the limited scope of my investigation, and the fact that it was incomplete, I am confident there are other serious instances of violence or intimidation I did not uncover. I note that, under s 323B(i)(4) of the *Fair Work (Registered Organisations) Act 2009* (Cth) and clause 9(e) of the Scheme made under that Act, the Administrator is obliged to co-operate with inquiries into the conduct of various CFMEU officers and employees by law enforcement agencies and regulators. Building co-operative relationships will not only enable the Administrator to perform this statutory obligation but will also allow criminal conduct by others within the industry to be dealt with more effectively by those authorities.

RECOMMENDATION TWO:

I recommend further investigative work should be undertaken to identify:

(a) instances where (current) Victorian Branch officials have:

(i) engaged in threatening, violent or abusive conduct;[10]

(ii) been subjected to threats, violence or abuse in connexion with their work for the union.

(b) whether the Victorian Branch has reported threatening, violent or abusive conduct to appropriate authorities (including police).

B. CONNEXIONS WITH OMCGS AND ORGANISED CRIME FIGURES

22. The CFMEU is committed to second chances.[11] In witness interviews, officials emphasized the importance of giving people an opportunity to change their lives. I was told that the construction sector provides vital opportunities for people with a criminal record to find employment. Such opportunities are critical, because, as the Victorian Equal Opportunity & Human Rights Commission has observed, "[i]ndividuals with a criminal record face deep stigmatisation and social exclusion". [12] The Commission has also noted the "value for broader society of individuals with a criminal record being gainfully employed and included in society". [13]

23. However, there is an important distinction between people who are taking an opportunity to change their lives and those who are engaging in on-going corrupt or criminal conduct. There is also an important distinction between people working in the construction industry in ordinary roles and those performing leadership or representative roles in the industry as organisers or delegates do.

24. On the information available to me, I consider that the Victorian Branch has been infiltrated by OMCGs and by organised crime figures.

25. As best I was able to ascertain, in the Victorian Branch, OMCG members mainly inserted themselves at the delegate level, employed by third parties. Delegates are "the backbone

[10] Based on my review of publicly available caselaw, there have been judicial findings that certain people, currently employed as Victorian Branch organisers, have engaged in threating conduct on work sites.

[11] For example, in a statement published on 15 July 2024, Zach Smith observed that the CFMEU "has countless stories of delegates and members who have turned their lives around and made invaluable contributions to workers, the industry, and the wider community": CFMEU (Zach Smith), 'Our union exists for one purpose only: to defend and advance the safety and conditions of workers' (Media Release, 15 July 2024) <https://cg.cfmeu.org/news/our-union-exists-one-purpose-only-defend-and-advance-safety-and-conditions-workers-0>.

[12] Victorian Equal Opportunity & Human Rights Commission, 'Spent Conviction Discrimination Guideline: Complying with the Equal Opportunity Act 2010' (June 2022) <https://www.humanrights.vic.gov.au/static/adc2ca4452ff3af6474ddf70bf04b634/Resource-Spent_Conviction_Discrimination_Guideline-Complying_with_the_EOA_2010.pdf> citing Crosby Hipes, 'The impact of a felony conviction on stigmatization in a workplace scenario' (2019) 56 *International Journal of Law, Crime and Justice* 89, 95.

[13] Victorian Equal Opportunity & Human Rights Commission, 'Spent Conviction Discrimination Guideline: Complying with the Equal Opportunity Act 2010' (June 2022) <https://www.humanrights.vic.gov.au/static/adc2ca4452ff3af6474ddf70bf04b634/Resource-Spent_Conviction_Discrimination_Guideline-Complying_with_the_EOA_2010.pdf> citing Jocelyn Simonson, 'Rethinking Rational Discrimination against Ex-Offenders' (2006) XIII(2) *Georgetown Journal on Poverty Law and Policy* 284.

of a Union".[14] Their role includes ensuring that employers pay the correct wages and allowances, ensuring that employers abide by EBA/Award Conditions and ensuring the occupational health and safety of members.

26. From my discussions with officials, delegates also have a role in the EBA process; as the union representative on site, a delegate may be the first point of contact for an entity wishing to enter into an EBA with the CFMEU. In that process, the support of a delegate might be useful in obtaining the approval of an organiser - which, as will be explained below, can be a moment of potential corruption. By these means, when OMCG members are appointed as delegates, they are placed in positions of commercial, as well as industrial, power.

27. When I spoke with officials about the presence of OMCG members in the Victorian Branch, their responses were inconsistent. Some said there was no problem with bikies; some recognised the presence of bikies as a problem but indicated that there was nothing that could or should be done (for example, one official told me that gang membership was a private matter); other officials said that the Victorian Branch needed to rid itself of bikies.

28. After it was alleged, in media reports, that senior bikie figures had been "parachuted" into lucrative union roles as union delegates or union worksite representatives, some measures were taken by the Victorian Branch to remove known members or associates of OMCGs from the ranks of delegates. The measures taken were inadequate:

    (a) On 30 July 2024 a letter was sent to Zach Smith notifying him that the "CFMEU Vic/Tas Branch Construction & General Division have conducted a process of identifying, removing and banning those Shop Stewards and Occupational Health and Safety Representatives who belong to or are associated with Outlaw Motorcycle Clubs". The letter stated "[t]hese members are no longer representatives of this Branch" and listed twelve names.

    (b) I wondered how the Victorian Branch identified which delegates were members of OMCGs and I asked for the records of the investigation. I was told there were none. I was told the twelve were identified through discussions with organisers and social media searches. In my view, the investigation was superficial and would not have captured all OMCG members.

    (c) And the process was ineffective at removing the influence of these men. A senior official told me that, through this process, they had "got rid of the undesirables". However, I was also told that almost all of the people on the list remained with the same employer, in a different capacity (for example, switching from paid employment as a union delegate to paid employment working for the employer directly as a health and safety officer). I understood that the same men remained on the same sites with, more or less, the same authority.

[14] I was provided with copies of materials given to new delegates. This description is taken from an undated letter to delegates, from former State Secretary John Setka, which was included as part of that bundle.

29. I remain unconvinced that the Victorian Branch had a real intention to fix this problem. Even if it did, more needs to be done to fix the problem.

30. The 'Building Bad' series also raised the "problem of gangland infiltration", alleging that "figures formerly entrenched in the underworld...are flourishing in the construction sector".[15] Media reports identified Mick Gatto and Faruk Orman as underworld figures.

    (a) Many of the officials I interviewed said that they had seen or met with Faruk Orman and Mick Gatto at the CFMEU offices on Elizabeth Street. I was told that there were occasions where EBA paperwork was brought to Mick Gatto while he met with senior officials.

    (b) Officials mentioned meeting Faruk Orman at the Victorian Branch's picnic day and seeing Mick Gatto at their annual AFL breakfast (which he was said to have sponsored).

    (c) Some of the officials I interviewed described Mick Gatto as a friend.

    (d) I was told by one senior official that Mick Gatto "came with the furniture of the job".

    (e) The Victorian Branch has entered into several EBAs with entities owned by, controlled by or associated with Faruk Orman (see below at paragraph 41(c)).

    (f) In this context, I refer back to the instance of the bashings at the site in Hawthorn East, where the Victorian Branch referred the issue to Mick Gatto (see above at paragraph 18(a)).

31. When I asked officials about connexions between people associated with OMCGs or organised crime and the Victorian Branch, I was told that 'bosses' (including large contractors on large sites):

    (a) Engaged "crooks" and organised crime figures;

    (b) Employed OMCG members to "stand over" Victorian Branch officials; and

    (c) Engaged OMCG members to "scare us [Victorian Branch officials] off'.

32. Based on my conversations with officials, there was a perception that it was helpful for the Victorian Branch to have its own connexions with people associated with OMCGs or organised crime, as a counterweight to intimidatory forces allegedly deployed by 'bosses'; to achieve better outcomes for workers; and to protect union officials and their families.

33. One official told me that a "whole heap of bosses employ standover people". Asked whether the Victorian Branch was a part of it, he said: "Of course we are. We are trying to get people paid and get them home safely". Another senior official told me: "We can regulate our own game, as long as we are allowed to do it".

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[15] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.com/companies/infrastructure/bikies-underwortd-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

34. Leveraging past criminal conduct or associations in order to generate fear is not the same as giving people a "second chance"; weaponizing a person's reputation for violence is contrary to the goal of social inclusion.

RECOMMENDATION THREE:

I recommend that further investigative work should be undertaken:

(a) to ascertain whether any remaining delegates or organisers are associated with OMCGs and to remove them;

(b) to ascertain the role and influence of organised crime figures in the CFMEU and to eliminate that role and influence; and

(c) where possible, to identify those within the industry associated with OMCGs and who are organised crime figures and to seek to eliminate any role and influence those persons have in the industry.

C. THE 'GIVING' OF EBAS

35. In witness interviews, officials commonly referred to 'giving' EBAs to entities, rather than 'entering into' EBAs with entities. Though EBAs are ultimately made between employers and employees and approved by the Fair Work Commission, the decision of the Victorian Branch to facilitate or endorse the making of an EBA - 'giving' an EBA - is often fundamental in determining whether an EBA is made and ultimately approved. When the Victorian Branch plays that facilitation role (such as by signing an EBA), it is effectively providing a kind of endorsement of the employer. As explained below, that endorsement can be financially valuable to the employer. Similarly, refusing to enter into an EBA with an employer can have serious financial consequences, and that refusal can be financially valuable for trade rivals of the employer. As discussed below, both of these scenarios create an environment in which employers can be financially motivated to offer inducements to Victorian Branch employees to exercise powers to enter into, or refuse to enter into, EBAs. The power of Victorian Branch employees is capable of being misused to confer favours or to fulfil corrupt bargains.

36. I heard various accounts of the processes for entering into an EBA with the Victorian Branch.[16] A common theme was that organisers (or, in some cases, members of the executive team) had an important role in assessing whether an entity should be 'given' a CFMEU-endorsed EBA. That assessment was distinct from any formal compliance checks. Based on witness interviews, I understand that each EBA facilitated or endorsed by the Victorian Branch needed to be 'approved' by an organiser or senior official.

37. Organisers pointed out that EBAs are a means of ensuring that workers get paid properly and have some democratic representation. In the words of one senior official: "we want to unionise the industry; that's our job".

[16] I note that the process is not universal. Greenfields EBAs (entered into where an employer is starting a new business, activity, project or undertaking, but has not yet employed anybody in relation to that business) are not subject to the same processes as brownfields agreements.

38. However, it appears that there is also a commercial advantage, for employers, in entering into an EBA with the CFMEU. In particular, on building sites where the head contractor has entered into an EBA with the CFMEU, that head contractor is likely to prefer to engage sub-contractors who also have CFMEU-endorsed EBAs, to minimise industrial risk. Therefore, an organiser's role in determining whether entities were 'suitable' gives the organiser considerable commercial power.

39. I understand that certain kinds of EBAs hold special value. One organiser told me that an Indigenous labour hire agreement was a "license to print money" and a "goldmine". From conversations with witnesses, my impression was that traffic management and labour hire EBAs were especially sought after.

40. Based on the information provided to me, there was no formal criteria that governed an organiser's assessment of an entity's suitability and no requirement to keep any record of the approval decision or the reasons for the decision. In my view, this made the EBA process vulnerable to corruption.

41. Several of the specific allegations I was asked to investigate related to the giving (or refusal) of EBAs:

    (a) The refusal to 'give' a new EBA to Indigenous labour hire firm Marda Dandhi gave rise to conflict, including threats of violence. Media reports connected "acrimony" between Marda Dandhi and the CFMEU with the death of a former Marda Dandhi employee, Ben Nash.[17] From media reports, I understand Mr Nash's death is being investigated by the Coroner.

    (b) Several EBAs were entered into between Solid Seal Solutions Pty Ltd and the CFMEU (Victorian Construction and General Division). The director, secretary and sole shareholder of Solid Seal Solutions Pty Ltd was the wife of a former CFMEU delegate. That former delegate was identified in media reports as having been a chapter president and national vice president of an OMCG (the Mongols).[18] I understand that one of the Solid Seal Solutions EBAs may have been entered into *while* he was a delegate, which would have given rise to a conflict of interest.

    (c) I am aware of EBAs entered into between the CFMEU (Victorian Construction and General Division) and the following entities connected with "underworld figure" Faruk Orman:

[17] Nick McKenzie, Reid Butler and David Marin-Guzman, "I just need it to end': CFMEU power play turned Ben's construction dream into a fatal nightmare', *The Age* (online, 15 July 2024) <https://www.theage.com.au/national/i-just-need-it-to-end-cfmeu-power-play-turned-ben-s-construction-dream-into-a-fatal-nightmare-20240704-p5jr7n.html>.

[18] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.comlcompanies/infrastructure/bikies-underwortd-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

(i) ZK Civil Infrastructure Pty Ltd[19] (see below at paragraph 43; at the time of entering into the EBA, Faruk Orman was the entity's sole director and secretary);

(ii) Allsafe Commercial Pty Ltd[20] (at all relevant times, Mr Orman was its sole director, secretary and sole shareholder);

(iii) Allsafe Labour Pty Ltd[21] (at all relevant times, Mr Orman's wife was its sole director, secretary and sole shareholder).

From my conversations with officials, it appears that members of the Victorian Branch executive team interceded, on Mr Orman's behalf, to secure EBAs for those entities. I was told by one senior official that, as far as he was aware, Mr Orman had "no industry background".[22] Based on media reporting, Mr Orman was "close to" Mick Gatto.[23]

42. have already explained why EBAs may have a commercial value for employers (see above at paragraph 38).

43. I am also aware of the following evidence that EBAs could be (in effect) transferred, through the sale of an entity, thus giving the EBA a trading value:

(a) By email dated Tuesday 6 September 2022, a CFMEU organiser asked Faruk Orman to provide information, in order to "make a start on your two Greenfields EBAs". The subject of the email was "INFORMATION REQUEST - CIVIL INFRASTRUCTURE GREENFIELDS EBA and DEMOLITION GREENFIELDS EBA".

(b) On Wednesday 7 September 2022, ZK Civil Infrastructure Pty Ltd was registered. At that time, Faruk Orman was its director, secretary and sole shareholder.

(c) On Wednesday 7 September 2022 at 3:34pm, Mr Orman responded to the organiser's email from the previous day, providing information about ZK Civil Infrastructure Pty Ltd and another entity (ZK Demolition Pty Ltd).

(d) On Friday 9 September 2022, Faruk Orman signed the greenfields EBA for ZK Civil Infrastructure Pty Ltd.

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19 'ZK CIVIL INFRASTRUCTURE PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Civil and Infrastructure Greenfields Enterprise Agreement 2020-2023' approved by the Fair Work Commission on 26 September 2022.

20 'ALLSAFE COMMERCIAL PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Caulking and Sealing Enterprise Agreement 2020-2023' approved by the Fair Work Commission on 2 July 2021.

21 'ALLSAFE LABOUR PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Traffic Control Enterprise Agreement 2020-2023' and 'ALLSAFE LABOUR PTY LTD and the CFMEU (Victorian Construction and General Division) Subcontractors Labour Hire Enterprise Agreement 2020-2023', each approved by the Fair Work Commission on 28 August 2023.

22 See also: *R v Faruk Orman* [2009] VSC 538; on the basis of Justice Weinberg's sentencing remarks, it appears that, at the time of sentencing, Mr Orman had no background, skills or experience in the construction industry.

23 Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.comlcompanies/infrastructure/bikies-underwortd-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

(e) On Tuesday 13 September 2022, the EBA was signed on behalf of the Victorian Branch (Monday 12 September 2022 was a rostered day off, so it was effectively signed on the next business day after Mr Orman had signed the agreement).

(f) On Monday 26 September 2022, the EBA was approved by the Fair Work Commission.

(g) On Tuesday 27 September 2022, Mr Orman ceased to be a director and secretary of the entity. According to media reports, Mr Orman sold the company on the same day,[24] but I have not been able to verify those reports.

(h) On Sunday 13 July 2024, the transaction was reported in *The Australian Financial Review.*

(i) On Wednesday 17 July 2024, an application was lodged for the voluntary deregistration of the company.

44. This series of events indicates that EBA was treated as a financially valuable commodity, given to an underworld figure with no industry background who was close to Mick Gatto.

RECOMMENDATION FOUR:

I recommend that there is an investigation and review of:

(a) the processes by which the Victorian Branch determines which EBAs it will endorse or facilitate and which it will refuse to endorse or facilitate;

(b) existing EBAs - in the nature of an audit- to identify potential corruption and conflicts of interests, including whether undisclosed benefits were paid to officers, employees or delegates to facilitate such EBAs;

(c) circumstances in which the Victorian Branch has refused to enter into an EBA because an organiser did not "approve" of the entity (as opposed to circumstances where an entity did not pass a compliance check), again, to identify potential corruption and conflicts of interest.

RECOMMENDATION FIVE:

If it is appropriate, having regard to the findings of any Coronial investigation, I recommend investigating any connexion between Mr Nash's death and conduct by CFMEU officers or employees.

D. APPOINTMENT OF DELEGATES AND ORGANISERS

45. I was given conflicting accounts of the processes by which delegates, organisers and members of the executive came to hold their positions.

[24] Nick McKenzie, David Marin-Guzman and Ben Schneiders, 'Bikies, underworld figures and the CFMEU takeover of construction', *The Australian Financial Review* (online, 13 July 2024) <https://www.afr.comlcompanies/infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38>.

46. I was told that there were democratic processes. However, based on my conversations with officials, it seemed that the outcome was often determined (at least in substance) by undemocratic means. For example:

(a) One organiser told me that he was approached, in a Noodle Box restaurant, by a man who was (at that time) an OMCG member. The man sought "recognition" from the union and was ultimately appointed as a delegate. In the organiser's account of the appointment of that delegate, there was no mention of any involvement by workers voting for the delegate or endorsing his appointment.

(b) Derek Christopher, the former President of the Victorian Branch, accepted that he had been "anointed" by John Setka to become the Branch's new Secretary. Mr Christopher described a process by which his succession of Mr Setka was, more or less, guaranteed - although he did go on to acknowledge that the position would be filled after an election.

47. As far as I am aware, there were no 'term limits' for members of the executive team.

48. Based on the information available to me, delegates were required to attend a 6-day training course. I was also provided with copies of various policies that applied to employees and officials. However my understanding is that there was no formal criteria for appointment as a delegate or organiser; that is, there were no formalised qualifying or disqualifying factors.

49. These positions are well-remunerated. As I have said above (at paragraphs 26 and 38), delegates, organisers and officials wield commercial and industrial power. In the absence of robust governance arrangements, that power was capable of being misused to confer favours or to fulfil corrupt bargains.

RECOMMENDATION SIX:

I recommend that there is an investigation and review of the processes by which delegates and organisers are appointed.

E. IMPROPER TRANSACTIONS

50. I was asked to investigate two specific allegations, reported in the 'Building Bad' series,[25] relating to improper transactions:

(a) The allegation that Mr Derek Christopher received an estimated $200,000 in free labour and supplies from major building companies in 2017, including from Built, Multiplex and Express Interiors; and

(b) The alleged conduct and alleged statements made by Mr Harry Korras in March 2024 relating to fees for enterprise agreements, funnelling secret benefits or kickbacks to his union contacts.

[25] Nick McKenzie, David Marin-Guzman, Ben Schneiders and Amelia Ballinger, "Everyone eats': Secret audio lays bare CFMEU kickback plan', *The Age* (online, 14 July 2024) <https://www.theage.com.au/national/everyone-eats-secret-audio-lays-bare-cfmeu-kickback-plan-20240704-p5jr2p.html>.

51. Based on my preliminary work, each of those allegations warrants further investigation.

52. I reiterate my observations (above) that it appears that:

(a) there was a commercial advantage to employers entering into EBAs with the CFMEU;

(b) the Victorian Branch's EBA process was vulnerable to corruption;

(c) delegates, organisers and members of the executive team may have come to hold their positions through processes which were not (in substance) democratic; and

(d) there were no formal criteria for appointment as a delegate or organiser.

53. In my view, in light of those observations, there is a real risk that there may have been improper transactions, in connexion with the 'giving' of EBAs, and the appointment of people to positions within the Victorian Branch.

RECOMMENDATION SEVEN:

I recommend that there is an investigation of the specific allegations mentioned in paragraph 50 *above.*

Date: 12 September 2024

Geoffrey Watson

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Annexure A

Our Ref: VAK(BSHRIBMAN-DELLMANN)/5870228 (651)
Your Ref:
Direct Tel: [redacted]
Direct Fax: 0[redacted]
Direct Email: [redacted]

Maurice Blackburn Pty Limited
ABN 21 105 657 949
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PO Box 523, Melbourne VIC 3001
[redacted]
mauriceblackburn.com.au

25 July 2024

Geoffrey Watson SC
New Chambers
34/126 Phillip St
SYDNEY NSW 2000

By Email: [redacted]

Dear Mr Watson,

Re: CFMEU Internal Investigation

1. Maurice Blackburn acts on behalf of the CFMEU and its National Secretary Zach Smith.

2. In recent days a series of serious allegations have been made against the CFMEU which, if correct, might involve criminal conduct or corruption.

3. In a response to the allegations, on 15 July 2024 the Divisional Executive of the Construction and General Division (C&G Division) of the CFMEU placed the Victorian Branch of the C&G Division into administration (Tabs 5.1 and 5.2).

4. Zach Smith, the National Secretary of the Division, has been appointed as the administrator of that Branch.

5. Mr Smith has instructed Maurice Blackburn to provide him with legal advice in relation to the allegations. As part of that, he has instructed us to commission an independent investigation into the allegations directed at the Victorian Branch. It is anticipated that the investigation will result in a written report incorporating factual findings and recommendations. The purpose of the report is so we can further advise Mr Smith.

6. We seek to engage you to conduct the investigation and provide the report. You will be assisted in the investigation by junior counsel, Jess Moir. A solicitor from Maurice Blackburn will be made available to assist. In addition, the Union's Director of Legal and Industrial, Lucy Weber, is the designated union contact person for the purposes of this investigation.

7. We have prepared draft terms of reference reflecting the most serious allegations (Tab 1.0). In the event that further serious allegations of criminal conduct or corruption emerge in relation to the Victorian Branch, the terms of reference may need to be expanded.

8. The manner of the conduct of the investigation, and the content of any report, is a matter for you, subject, of course, to the rules of procedural fairness. Mr Smith instructs us union officers and employees will be instructed to cooperate with the investigation.

9. If you accept the engagement, we would ask you to commence your investigation as soon as possible. We recognise that the investigation may take time, but we request that your report be made available by no later than 22 September 2024. That time limit can, if necessary, be extended.

Yours faithfully

[redacted]

Josh Bornstein
Practice Team Leader
Employment & Industrial Law Section
MAURICE BLACKBURN

[redacted]

Bodhi Shribman-Dellmann
Lawyer

(Enquiries: Emily Waite - 03 9605 2847)

bshribman-dellmann/5870228/EWA/85820620.1 /Default

Annexure B

TERMS OF REFERENCE

Whether any officers or employees of the CFMEU have engaged in any criminal or corrupt conduct in relation to the following matters:

1. The allegation that senior bikie figures have been parachuted into lucrative union roles as union delegates or union worksite representatives as described in the AFR Article *"Bikies, underworld figures and the CFMEU takeover of construction"* on 13 July 2024;

2. The alleged conduct and alleged statements made by Mr Harry Karras in March 2024 relating to fees for enterprise agreements, funnelling secret benefits or kickbacks to his union contacts (https://www.theage.com.au/national/everyone-eats-secret-audiolays-bare-cfmeu-kickback-plan-20240704-p5jr2p.html);

3. The signing and approval in September 2022 of an enterprise agreement between ZK Civil Infrastructure and the CFMEU and the alleged subsequent sale of ZK Civil Infrastructure (https://www.afr.com/companies/infrastructure/bikies-underworldfigures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38);

4. The allegation that building company "Solid Seal" has three enterprise agreements with the CFMEU and that a senior CFMEU organiser was pressuring delegates to use Solid Seal or replace a small building firm with Solid Seal (https://www.afr.com/companies/infrastructure/bikies-underworld-figures-and-thecfmeu-takeover-of-construction-202 40712-p5jt38);

5. The allegation that Mr Derek Christopher received an estimated $200,000 in free labour and supplies from major building companies in 2017 including from Built, Multiplex and Express Interiors (https://www.theage.com.au/national/everyone-eatssecret-audio-lays-bare-cfmeu-kickback-plan-20240704-p5jr2p.htm1);

6. The alleged conduct of Mr Gerry Mccrudden and Mr Joel Shackleton in March 2022 on the Monash Freeway upgrade (https://www.theage.com.au/national/leo-the-dogsetka-caught-on-tape-delivering-threatening-message-to-rival-s-home-20240703-p5jqr2.html);

7. The alleged conduct of an alleged unnamed CFMEU representatives on 24 January 2024 allegedly telling a former Marcia Dandi employee to "f--- off' and allegedly locking him in a shed for 3 to 4 hours (https://www.theage.com.au/national/i-justneed-it-to-end-cfmeu-power-play-turned-ben-s-construction-dream-into-a-fatalnightmare-20240704-p5jr7n.html).

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Andrew Wells Chambers

CHRIS KUMMEROW

BARRISTER

AI3N: 26 127 603 281

8 February 2025

CFMEU Administrator
Mr Mark Irving KC
By email only to: [redacted]

Dear Administrator,

ADDENDUM REPORT INTO TERMS OF REFERENCE INVOLVING MARCUS PARE - CFMEU SA BRANCH

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1. On 3 December 2024 I provided an interim report into the credit card use and alleged overpayment by Marcus Pare **(Pare).** At that time no questions in relation to those issues had been provided to Pare. This has now occurred, and his responses have been provided.

2. Additionally, the CFMEU has been able to interrogate the mobile phone and email account of Pare to provide further information to investigate the various terms of reference[1].

[1] All of the documents have been given unique identifiers, which will be referenced this report. Those unique identifiers start CFM, followed by a numerical identifier, eg CFM.000.000.0000.

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3. This addendum report will consider Pare's responses and consider those responses in light of the mobile phone and email material which is now available. Additionally, this addendum report will consider other terms of reference considering the phone and email material.

4. The questions posed to Pare, his responses and explanations for his conduct, are annexed to this addendum report. The response was received from Pare's solicitor on 24 January 2025. An analysis of the emails and phone material is compared as against his responses.

Summary of conclusions

5. **Conclusions concerning the NZ holiday:** In April 2023 Mr Pare went on a personal holiday. When Mr Pare set out for his holiday in New Zealand he used the union's funds to pay for his accommodation. Mr Pare's explanation is contrary to the indisputable contemporaneous documented facts. His failure to acknowledge, or apologize for, his conduct sheds light on the type ofleader he was, as well as his disregard of his responsibilities and legal obligations. Mr Pare's conduct was a breach of his obligations under the FWRO Act, the Union's rules, and the union's credit card policy. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions.

6. **Conclusion concerning the salary increase:** Mr Pare illegally and improperly obtained a salary increase. His 'defence' is unsupported by any documentary facts and is not supported by any material from those Mr Pare blames, being Mr Setka and Mr Graauwmans. Even if Mr Pare were telling the truth about what occurred it is simply a confession of wrongdoing on his part. Neither Mr Setka nor Mr Graauwmans had any authority to grant a pay rise. Mr Pare's version is that he asked Mr Setka and Mr Graauwmans to break the law and ignore the rules, and they agreed to do so. That may be a weak moral defence, but it is no legal defence. At its highest, it is an admission that Mr Pare was knowingly involved in the contraventions by Mr Setka and Mr Graauwmans. Mr Pare's conduct was a breach of his obligations under the FWRO Act and the rules. His failure to acknowledge, apologize for, or apparently even comprehend why his conduct was unlawful sheds light on both the character of Mr Pare and the standards of governance in the Branch. I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) to recover overpayments of salary and superannuation contributions to Mr Pare, a total of $29,000.

7. **Conclusion concerning the Ford Ranger** : Mr Pare made an unauthorised purchase of a $78,000 vehicle. Once more he blames Mr Setka and Mr Graauwmans. The purchase was made without authority. This was a misuse of his position and a substantial breach of the rules. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules for these contraventions; the administrator consider referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the $78,000 purchase of the vehicle.

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8. **Conclusion concerning Mr Pare's Travel to Sydney on 19-21 June 2023:** There is insufficient evidence about Mr Fare's expenditure during his travel to Sydney in June 2023 to conclude he substantially contravened his obligations about this matter.

9. **Conclusion concerning $299 expenditure at Star Car Wash:** There is insufficient evidence about Mr Fare's expenditure to conclude he substantially contravened his obligations about this matter.

10. **Conclusion re Uber expenses:** Mr Pare used the union credit card on Uber trips when staying interstate. He admits these were to visit family members. Travelling interstate is not an opportunity for union officials to use union funds to subsidise visits to family, friends etc. It is perfectly fine for union officials to use their own work time, whether in Adelaide or interstate, to visit family and friends, but union members should not be billed for union officials catching up with them. The conduct is not only a breach of the credit card policy and the statutory obligations of Mr Pare but also involves Mr Fare's misplaced sense of entitlement to misuse union funds to further his personal interests. He is unapologetic. He does not offer to repay the sums. He gives a barely credible excuse that compounds the problem and reveals his belief that union funds could be used to further his own interests over those of members. I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Fare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the Uber expenses.

11. **Conclusion concerning restaurant expenditure:** In the 12 months from May 2023 there are a large number of the transactions on Mr Fare's credit card where he has dined at high end restaurants. When asked for an explanation Mr Pare responded that someone else might have used his card (but declined to say who, or why, or when, or how such use would be consistent with his obligation that only he use the card). Mr Pare sought to shift blame when asked to provide receipts for his expenditure of union funds. The available documentary evidence was inconsistent with this attempt to shift blame. Using union members' funds is a sacred trust. Using a position of trust to dine out regularly at the best restaurants in Adelaide using members' funds is not just unethical, it fails to meet the standards imposed by the FWRO Act and the Union's governing policy. As outlined in my interim report, there are a number oflegal obligations imposed on Pare as an officer of the Union in the expenditure of the Union funds. He has breached his financial duties under the FW RO Act, particularly breaches of s 285 (care and diligence), s 286 (good faith and proper purpose) and s 287 (not to misuse position to gain an advantage for self or another or to disadvantage the organisation or another). I recommend that: the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions; the administrator consider referring the matter of Mr Fare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions; the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from his expenditure on food and alcohol at restaurants identified in the interim report.

12. **Links between Mr Pare and outlaw motorcycle gangs or organized crime figures:** Putting to one side the sworn evidence of SA Police that Pare was a member or associate of the 'New Boys' street gang and focussing solely on the connections during Mr Fare's time engaged with the Union: Mr Pare retained contact with those who appear to be a prominent former senior member of the Mongols motorcycle gang, a convicted criminal and known Rebels motorcycle gang member, the operator of a crew of armed security guard who for decades had links with Melbourne's outlaw motorcycle gangs, a

notorious former member of the Finks motorcycle gang for whom Mr Pare was willing to advocate for a delegates role in the Union, help with securing employment for the mother of the Finks motorcycle gang member and awarding the gang member a concreting job paid for by the Union. Those associations do not seem to accord with what would be expected by a senior Union employee.

13. **Benefits received by Pare's mother and her partner:** There is insufficient evidence to support findings against Mr Pare concerning his role seeking employment for his mother with some of the employers with whom the Union was negotiating EBAs and with whom the Union had a continuing relationship. Further investigation may be required of the employment of Scott Atkins (the partner of Mr Pare's mother) by Incolink.

14. **Financial irregularities or unauthorized expenditure of CFMEU funds by Pare involving Ceiling and Wall Contractors (CWC):** It appears there is a personal deal between CWC and Mr Pare. CWC indicated it was 'willing to pay very good money to the right people and you fit that bill'. Mr Pare appears to have failed to act for over 2 years to deal with the underpayment of workers' conditions by CWC. Within 72 hours of the commencement of the Administration, about $50,000 was paid to CWC. The payment was paid the very same day the invoice was issued. What the payment was for is currently unclear. These matters require further investigation.

15. **Threats of violence and menacing conduct:** Organisers, construction workers, CFMEU staff, delegates and members should not be exposed to such threats of violence and menacing conduct. Mr Pare thought it was appropriate to say to a union employee - 'Fucking when I call you fucking answer mate. Don't send me a fucking message with no explanation cunt.' He said of others 'I wanna make a black list on every single one of them I FUCKING WANNA KILL EVERY SINGLE ONE OF THEM'. Those communications show a level of aggression and menace towards those in the union and others in the industry that are not in accordance with how the Union should be conducting its business.

Pare's Use of Union Funds for Personal Accommodation in New Zealand

16. Pare travelled to New Zealand in April 2023 for the purpose of holidaying. During this holiday, Pare's Union credit card was used for expenses associated with accommodation at a hotel, 'Little Polynesian'. No receipts for the hotel expenses were provided to the Union. The hotel expenses consisted of two transactions, totalling $5361.34. They were incurred as follows:
    a. 4 April 2023 - $1,111.52.
    b. 6 April 2023 - $4,249.77.
17. The hotel expenses were, among other things, the subject of question 8 of the questions posed to Pare. In relpy to question 8, it was relevantly stated in Pare's response that:

    "My client stayed at the resort called the Little Polynesian in the Cook Islands. When my client went to pay using his debit card at the end of his stay, he was informed by the resort owner that they did not accept his card. He informed my client that they did accept Diners Club cards. My client contacted Mr Uppal via WhatsApp and informed him of the situation "

18. A number of emails and phone material has been located providing guidance to the timing of Pare's overseas travel:

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a. A text message chain between Pare and Vince Hatchard that shows Pare stating at 6:33pm on 5 April 2023 that he was still in Sydney.[2]
b. A flight receipt within Fare's inbox that states his departure from Sydney to Auckland to be at 7:15pm on 5 April 2023. Pare was set to arrive in Auckland at 12:20am on 6 April 2023.[3] There is no accompanying receipt relating to Fare's return.
c. In March 2023, Uppal appeared to arrange for travel insurance in the names 'Marcus Pare' and 'Lorna Pare' in relation to the trip to the Cook Islands. The insurance extended until 13 April 2023 for Marcus and 14 April 2023 for Lorna.[4]
d. The Little Polynesian Resort is part of the 'Pacific Resort Hotel Group'. Their payment policy relatively states that:

"To fully secure your reservation, we require a 25% deposit within 48 hours of your booking being confirmed. Note: if you deposit is not received within 48 hours, Pacific Island Hotel Group reserves the right to release you booking(s) from our reservation system.

Final payment is required 14 days prior to your arrival at the resort. Your full remaining balance will be processed automatically when due, using the credit card details provided on file. If this remains outstanding after 48 hours, we will need to cancel your reservation.

Note: Bookings travelling within 14 days are required to pay the full amount at the time of booking to secure your reservation. If payment fails, we will release and cancel your booking.[5]

19. Fare's response states that he encountered payment issues *'at the end of his stay'*. However, the hotel expenses were respectively incurred 2 days prior to Fare's arrival in New Zealand, and on the date of Fare's arrival itself. The travel insurance shows that the trip to the Cook Island's had been planned from at last March 2023, and the hotel payment policy specifically requires full payment before the stay.

20. It is also noted that Pare said he sought advice from Uppal over WhatsApp. No copy of the message has been produced by Pare. WhatsApp is a well-known messaging platform which has features such as end-to-end encryption, and the ability to have your messages deleted after a certain period of time so they cannot be recovered.

21. Fare's response about the use of his Union credit card for these accommodation expenses is not supported by the email or phone evidence, or the payment policy of the accommodation itself. Pare has provided no verification to support his claim. There is nothing to dissuade me from my view in my interim report that the use of the Union credit card while holidaying in New Zealand was a clear breach of the *SA Branch Policy* on credit card use.

22. **Conclusion concerning the NZ holiday:** In April 2023 Mr Pare went on a personal holiday. When Mr Pare set out for his personal holiday in New Zealand he used the union's funds to pay for his accommodation. Doing so was a breach of the obligations identified in paragraph 15 of my interim report concerning conflicts of interest. It was also a breach of the obligations identified in paragraph

[2] CFM.100.001.1184_0015
[3] CFM.023.003.2829
[4] CFM.083.002.3822
[5] https:/ / ww.w.pacificresort.com/pacific-resort-hotel-group-payment-and-cancellation-policy/

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17 which sets out the rules governing the proper purposes for expenditure and the processes governing them.

23. Mr Pare's explanation is contrary to the documented facts. His failure to acknowledge, or apologize for, his conduct sheds light on the type of leader he was, as well as his disregard of his responsibilities and legal obligations. I conclude that Mr Pare has breached the Act, the rules, and the union's credit card policy in relation to his use of union funds for personal accommodation in New Zealand. I recommend that the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions.

Fare's salary increase and its alleged authorisation by John Setka and Robert Graauwmans

24. On 5 February 2024 a letter was addressed to Marcus Pare in relation to a rev1s10n of Pare's renumeration. This letter was the subject of questions 1-6 of the notice issued to Pare. Pare's response relevantly states that:

'.l!t a meeting with the secretary, Mr Setka, and the president, Mr Graainvmans, my client asked that his ivage be increased to around $2500 per iveek after tax to bring it in line ivith the ivage paid to Victorian org,anisers. Mr Setka and lvir Graauwmans agreed and instructed my client to ask the office manager, Air Uppaf, to calculate and implement the 1vage increase...

The letter appears to have been authored by K Brou;n (see metadata). The letter 1vas emailed to my client by Mr Uppaf, the office manager ivith my client's electronic signature alreacjy affixed...'

25. A search of the email and phone material revealed the following:

a. No evidence could be identified which affirmatively supports the alleged authorisation of the renumeration revision by Setka and Graaumans.

b. On 24 January 2024, there were out of session motions voted on by members of the National Executive. One such motion concerned National Secretary renumeration.[6] Emosi Veron was appointed as an organiser by way of out of session motion on 6 February 2024.7 No motion concerned Pare.

c. Pare appeared to meet reasonably regularly with Setka and/ or Graauwmans. There are records of them meeting, for example, on:

i. 9 February 20248
ii. 23 February 2024[9]
iii. 1 March 2025[10]
iv. 21 March 2025[11]

[6] CFM.025.007.5088
[7] CFM.022.033.8642
[8] CFM.022.003.8472
[9] CFM.025.007.1487
[10] CFM.025.007.5597
[11] CFM.022.004.7448

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However, no such records of meetings appeared in January, or before the 9th February, during which they could have 'authorised' his pay rise.

d. The metadata of the letter lists the author as 'BrownK'. This could be Kylie Brown, an organiser within the Victorian Branch. A review of Pare's and Kylie Brown's email exchanges disclosed nothing of relevance; Brown has never sent an email to Pare, and Pare has only sent four emails where Brown was a recipient as one person of a larger group.

e. On 2 February 2022 Uppal emailed Pare the letter with Pare's signature already affixed.

26. In my interim report, I outlined that it was only the Divisional Branch Council that had the power under the CFMEU Divisional Rules to fix salaries of full-time Divisional Branch officers.[12] In other words, Pare's request for a pay rise needed to be made to the Divisional Branch Council, and a formal decision made about that wage rise. No such request to the DBCM is recorded, nor is any decision of the DBCM to award the pay rise.

27. In Pare's response he seems to justify the pay rise on the basis that it was authorised by Setka and Graauwmans, howewer he must have known that his request could not be made to Setka and Graauwmans. As the most senior office holder in the SA Branch, Pare should be expected to know the CFMEU Divisional Rules and governance procedures, and it is difficult to reconcile his response with the Branch Rules. If he knew that the pay rise had been granted without DBCM approval, he does not appear to have taken any steps to rectify that issue.

28. **Conclusion concerning the salary increase:** Turning to Mr Pare's 'defence', the first thing to note is that it is unsupported by any documentary facts. Nor is it supported by any material from those Mr Pare blames, being Mr Setka and Mr Graauwmans.

29. More significantly, even if Mr Pare is telling the truth about what occurred it is simply a confession of wrongdoing on his part. Neither Mr Setka nor Mr Graauwmans had any authority to grant a pay rise. Only the DBCM had that power. Mr Pare's version is that he asked Mr Setka and Mr Graauwmans to break the law and ignore the rules, and they agreed to do so. That may be a weak moral defence, but it is no legal defence. At its highest, it is an admission that Mr Pare was knowingly involved in the contraventions by Mr Setka and Mr Graauwmans.

30. It should be noted however that Mr Pare's explanation is barely credible. Mr Pare himself participated in resolution of the DBCM in February 2024 approving the pay rates of employees other than himself, yet on his own version he considered it appropriate for a deal to be reached with Mr Setka for his own pay without revealing the deal to the DBMC or the members. A union officer cannot simply ignore the established procedures under the rules to gain a personal benefit in such a backhand manner.

31. Whichever version is adopted, I conclude Mr Pare's conduct was a breach of his obligations under the FWRO Act and the rules. His failure to acknowledge, apologize for, or apparently even comprehend why his conduct was unlawful sheds light on both the character of Mr Pare and the standards of governance in the Branch. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

[12] CFMEU Divisional rule 40(4).

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b. the administrator considers referring the matter of Mr Fare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) to recover overpayments of salary and superannuation contributions to Mr Pare, a total of $29,000.

Pare's November 2023 purchase of a $78,000 Ford Ranger

32. In November 2023, a Ford Ranger Wildtrack was purchased for a sum of $78,000 with the use of Union funds. The Ford Ranger was allocated to Pare as a company vehicle. This was the subject of question 16(c) of the notice to Pare. In reply to that question, Pare said:

> *'At some point, mJ' client cannot recall exact!J when,* ***Mr Graauwnians had a discussion with my client about updating the Beet to Ford Rangers.***
>
> *These are the cars used by the Victorian branch, and were far more practical than the Toyota Klugers. The Kluger 1vas not very practical The Kluger 1vas no good on dirt roads or building sites and had little or no storage compared to a the Ford Ranger. My client recalls that Mr Uppal was also involved in these conversations.*
>
> *My client approached a Ford dealership, Stillivell Ford, and discussed updating the fleet to Ford Ranger's 1vhich 1vould involve the pttrchase of approximate!J 7 ne1v cars.*
>
> ***It was proposed by Mr Graauwnians that the first car to be converted to a Ford Ranger would be my client's.*** *The salesman agreed to a generous trade-in given the number of cars that)J)ere to be purchased.*
>
> ***My client was authorised by the secretary and the president of the Australian Building and Construction Workers Federation to purchase the Ford Ranger on behalf of the Federation so it could lease it to the Branch as per previous arrangements.'***

33. The phone and email material were analysed, and it was concluded that:

a. No evidence could be identified which affirmatively supports:

i. that Graauwmans discussed with Pare updating the Union's fleet of cars to Ford Rangers;

11. the alleged proposal by Graauwmans that Fare's vehicle would be the first car to be converted; or

111. Fare's authority to purchase the Ford Ranger on behalf of the ABCWF.

b. A number of documents which may or do relate to the purchase of the Ford Ranger were available, though none appear to bear directly on whether Pare did or did not have an understanding with Graauwmans as to the purchase of the vehicle:

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1. An appointment for a test drive for a Ford was in Marcus' calendar for 1S October 2023[13].

ii. There was an ABCWF special general meeting on 30 October 2023[14]. There are multiple emails which have attached minutes from that meeting. What appears to be the final version of the minutes does not note any discission concerning approval to purchase the car[15]. No other version made reference to the Ford Ranger, and no other meetings could be identified that were conducted by the ABCWF in the months preceding the purchase of the Ford Ranger.

111. An appointment labelled 'Ford' in Marcus' calendar for 7 November 2023[16].

iv. Numerous unsigned receipts for a Ford Ranger with the registration XD35SK[17]. These each have a 'deal date' of 7 November 2023. The first receipt is different from the others - it states the 'part settlement' to be $22,500, while the others state it to be $78,000. The first appears to account for the trade-in offered for Fare's previous vehicle.

v. An insurance policy dated 21 November 2023 for the Ford Ranger[18].

vi. A 'Fleet Adjust Form' for the RAA which reflects the addition of the Ranger which was effective from 13 December 2023.[19]

c. It does appear that the ABCWF purchasing vehicles for the purpose of leasing those vehicles to the SA Branch was an ordinary practice[20]. A lease agreement for the Ford Ranger could not be identified on amongst the CFMEU documents, however, a payable invoice detail addressed to the ABCWF which includes a paid invoice for the Ford Ranger was identified that was dated 27 February 2024_21

34. It appears that while there was an arrangement for the ABCWF to purchase vehicles for those vehicles to then be leased to the SA Branch, that the purchase of this vehicle did not go through the normal procurement process of the ABCWF. Nothing was noted in their minutes, and it appears that the purchase of this one vehicle was facilitated by Pare, with the vehicle added to the fleet after it had been purchased by Pare. There is no indication of any negotiations to purchase other Ford Rangers to update the fleet at that time.

35. Mr Fare's reference to authorisation by the President and Secretary of the ABCWF is something of a red herring. Mr Pare says Mr Graauwmans and Mr Setka, President and Secretary of the ABCWF, authorised his purchase of a vehicle. The powers of President and Secretary of the ABCWF are identified in rules 12 and 13 and 30 of the rules of the ABCWF. None of those rules confer a power on the Secretary or President to authorise the purchase of the vehicle. No body with the relevant

[13] CFM.023.005.5461
[14] CFM.023.001.6311
[15] CFM.083.010.4502
[16] CFM.023.005.5506
[17] CFM.083.009.4653; CFM.083.002.9435; CFM.083.002.9489; CFM.083.007.2152; CFM.083.007.2341; CFM.083.004.9115
[18] CFM.083.011.0129
[19] CFM.083.002.9881; CFM.083.001.0927
[20] CFM.023.003.6143; CFM.023.003.6141
[21] CFM.083.009.5895

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authority (whether the Branch Executive Committee, or a special meeting of the Branch) is suggested by Mr Pare to have authorised the purchase.

36. **Conclusion concerning the Ford Ranger:** The net result is that Mr Pare has made an unauthorised purchase of a $78,000 vehicle for his own use. This was a misuse of his position and a substantial breach of the rules. I recommend that:

    a. the administrator consider taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

    b. the administrator consider referring the matter of Mr Fare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

    c. the administrator seek to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the $78,000 purchase of the vehicle.

Fare's Travel to Sydney: 19-21 June 2023

37. My interim report identified accommodation in Sydney between 19-21 June 2023 where accommodation at the Star Grand Sydney was booked for 3 nights, however Fare's credit card statement shows three separate transactions totalling $1186, a difference of $352 from the receipt which was provided. These transactions were the subject of question 12 of the notice to Pare. Pare responded that:

    'Without access to my client's diary, he cannot be sure 1vhy he travelled to Sydnry on those dates but he believes it is likely that his travel on those dates 1vas to attend a national exemtive meeting'

38. Further investigation has been undertaken about this matter. The investigatory approach has been not simply to look at material that may establish a breach of obligations of Mr Pare but also search for material that might provide a basis to conclude he did nothing wrong. The email and phone materials were examined and have revealed:

    a. An email from Qantas on Sunday, 18 June 2023 states Fare's flight time to be 11:10AM on Monday, 19 June 2023[22].

    b. Two calendar invites which appear to refer to the Divisional Executive meeting. 'Divisional Executive - Day 1' was scheduled for Wednesday, 21 June 2023, and 'Divisional Executive - Day 2' was scheduled for Thursday, 22 June 2023[23]. This is reaffirmed by an email sent by Zach Smith which refers to the meeting dates as 21 and 22 June 2023[24].

    c. An invoice from the Star Sydney for the sum of $105 on 21 June 2023, which was room service ordered by Pare.[25]

[22] CFM.023.002.8588
[23] CFM.022.004.2520; CFM.022.004.2519
[24] CFM.001.001.0112
[25] CFM.023.002.8679

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39. These documents reveal that the National Executive meeting was conducted in Sydney on 21 and 22 June 2023 (a Wednesday and Thursday), however Pare travelled so that he was in Sydney on 19 and 20 June 2023 (the Monday and Tuesday). An examination has been made of his email and phone which do not reveal any commitments during the 19th and 20th which required Pare's in-person attendance in Sydney. That search does also show that Pare was responding to work emails on those days.

40. The receipt for room service may indicate that the difference in the amounts on the credit card is as a result of hotel expenses such as room service, albeit not all of the difference can be accounted for. However, the enquiry has revealed the possibility that Pare was using Union funds to be accommodated in Sydney for a period longer than he was required to be.

41. **Conclusion:** There is insufficient evidence about Mr Pare's expenditure during his travel to Sydney in June 2023 to conclude he substantially contravened his obligations about this matter.

The $299 expenditure at Star Car Wash

42. On 25 February 2023, $299 was incurred on Pare's credit card at Star Car Wash. This transaction was the subject of question 13(6) of the Notice. In short, Pare replied that the care required an extensive clean because an organiser had been smoking in the car.

43. Checks on the mobile phone material show a text message conversation occurring on 24 February 2023 about the car requiring a steam clean because of the smell.[26]Therefore I am confident that this is a legitimate expense on Pare's credit card. Had Pare complied with the Credit Card policy at the time and provided a receipt for this transaction, this enquiry would not have been necessary.

Pare's Uber Expenditure

44. Between 2023 and 2024, Pare purchased a variety of Uber rides with the use of Union funds. These purchasers were referenced in paragraph 41 of my Interim Report and were the subject of question 14 of the notice to Pare.

45. Pare's replies to question 14- and the extent to which each reply is supported by email or mobile phone material - are listed below:

'The transaction for $172.24 was in relation to a trip in Sydney on 19 April 2023. It is likely my client was in Sydney for a National executive meeting at that time

(a) This is supported by documentary evidence held by the CFMEU. Two meeting emails[27] list the dates for a Divisional Executive meeting to be 19 and 20 April 2023. It should be noted that Pare did not include a screenshot of the receipt for $172.24.

[26] CFM.100.001.1588_0064
[27] CFM.023.006.1716; CFM.023.006.1719

The transactions for $133.82 and $120.65 relate to travel in Sydney on 20 June 2023. It is likely my client was in Sydney for a National executive meeting at that time (screenshot attached).

(b) This is supported by documentary evidence. As noted above, there was a National Executive meeting held in Sydney on 21 and 22 June 2023.

46. Pare states:

> *The ptt1pose of the other transactions referred to above* ***was to visit family members while in Sydney for work.*** *As outlined above, my client JVas not paid a travel allo1vance JVhen travelling interstate, and it JVas his understanding that JVhen travelling interstate, he ivas authorised to charge a'!Y travel to his union issued credit card.'*

47. To note, my Interim Report at paragraph 41 notes five sums relating to Fare's expenditure on Uber rides.

(a) Those sums concern the periods April/May 2023;June/July 2023; December 2023/Jan 2024; and April/May 2024. The sums are $381.50, $213.52, $120,65, $133.82 and $172.24. The first two sums - $381.50 and $213.52 - refer to month-to-month total expenditures on Uber, and not individual Uber rides. The remaining three - $120.65, $133.82 and $172.24 - are each amounts expended on individual Uber rides.

48. **Conclusion re Uber expenses:** Mr Pare used the union credit card on Uber trips to visit family members. Three points should noted about this expenditure. First, Mr Pare points to no material to support his alleged understanding that when travelling interstate the union should fund Ubers to visit his family. This alleged understanding is extraordinary. Travelling interstate is not an opportunity for union officials to use union funds to subsidise visits to family, friends etc. It is perfectly fine for union officials to use their own work time, whether in Adelaide or interstate, to visit family and friends, but union members should not be billed for union officials catching up with them.

49. Second, Mr Pare says he could use his union card in the case of emergencies or in error so long as he repaid the sums. However, he does not suggest that the using the union credit card for Uber trips to his family was an emergency or in error. Indeed, he seeks to justify the expenditure.

50. Third, it might be thought that spending a few hundred dollars on Uber expenditure should be merely forgiven, ignored and not pursued. However, the conduct is not only a breach of the credit card policy and the statutory obligations of Mr Pare but also involves Mr Fare's misplaced sense of entitlement to misuse union funds to further his personal interests. He is unapologetic. He does not offer to replay the sums. He profers are barely credible excuse that compounds the problem and reveals his belief that union funds could be used to further his personal interests. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

b. the administrator considers referring the matter of Mr Fare's contraventions of the F\VRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from the Uber expenses.

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Credit card expenditure at restaurants

51. As noted in my earlier report, in the 12 months from May 2023 there are a significant number of the transactions on Mr Fare's credit card where he has dined at high end restaurants where no receipts have been provided. In some cases, the only explanation for this expenditure to date is simply 'Lunch Meeting'. Sometimes receipts in a summary form were provided, often indicating that a substantial amount has been have been expended but shedding no light on how many people were entertained, and for what. In the few cases where detailed receipts were provided, often there were significant amounts spent on alcohol.

52. Take, for example, Mr Fare's dining at Gauchos, the award-winning steak restaurant where the steaks cost between $66 and $90 each,[28] the average bottle of wine is $100[29] and the minimum price for a beer is $12. The only explanation for this expenditure to date is simply 'Lunch Meeting'.[30]

3-May-23	Gauchos	$208.00	Marcus Lunch Meeting3[1]
30-May-23	Gauchos	$248.00	Marcus Lunch Meeting (No receipt)
26-Jun-23	Gauchos	$405.00	Marcus Lunch Meeting
28-Jun-23	Gauchos	$300.00	Marcus Lunch Meeting
4-Aug-23	Gauchos	$249.80	Marcus Lunch Meeting (No receipt)
30-Aug-23	Gauchos	$224.80	Marcus Lunch Meeting
25-Sep-23	Gauchos	$886.50	Marcus Lunch Meeting
13-Oct-23	Gauchos	$715.90	Marcus Lunch Meeting
10-Nov-23	Gauchos	$740.00	Marcus Lunch Meeting3[2]
28-Mar-24	Gauchos	$400.00	Marcus Lunch Meeting (No receipt)
8-Apr-24	Gauchos	$355.50	Marcus Lunch Meeting (No receipt)

53. Mr Fare's fine dining on the Union credit card does not appear to have been limited to Gauchos. His expenditure included:

27-Feb-23	Tomiko	$311.05	Marcus Dinner Meeting
3-Apr-23	Osteria Oggi	$144.00	Marcus Lunch Meeting (No receipt)
25-Aug-23	Eros Kafe	$935.90	Marcus Lunch Meeting
28-Aug-23	Star House	$201.90	Marcus Lunch Meeting
25-Sep-23	Epicurean Sydney	$700.00	
5-Oct-23	Voco	$624.20	Marcus Melbourne Hotel
24-Oct-23	Jordan Seafood	$1,074.19	
25-Oct-23	Epicurean Sydney	$2,714.80	See below
18-Nov-23	Esca Grill	$777.22	No receipt
6-Dec-23	Meat and Wine Co	$1,022.60	No receipt
15-Dec-23	Lady Burra	$906.50	Delegates Christmas Drinks (No receipt)
18-Dec-23	Osterio Oggi	$307.00	Marcus Lunch Meeting (No receipt)
13-Feb-24	Esca Grill	$230.85	
7-Apr-24	HGC Adelaide	$417.97	No receipt

[28] https:/ / gauchos.com.au/wp-content/ uploads/2024/11/ food-menu-nov-24.pdf
[29] https:/ / gauchos.com.au/wp-content/uploads/2024/11/beverage-nov-24.pdf
[30] A clisproportionately high number of these lunch meetings occurred on Fridays.
[31] Omitted from this list is $1,720.00 for 19-May-23 for an office dinner

[32] The bare, inadequate receipt is detailed below.

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54. As to the dinner at the Epicurean Restaurant at the Crown Casino in Sydney on 25 October 2023 there is a receipt that shows:

a. It was for 11 attendees. It is not clear who was in Mr Pare's party.

b. It was a set menu at $130 per person.

c. Of a total bill of$2,714, $1038 was for the purchase of alcohol, including 27 espresso martinis at $25 each.

d. The cost of the dinner was approximately $246 per person.

55. As I noted in the earlier report, some of these transactions require some explanation.

56. In answer to Question 7 of the Notice issued to Pare, he stated that "from time-to-time others used the credit card to pay for work related expenses" and "Given that the credit card in my client's name was sometime used by others, my client cannot say whether each of the transactions identified involved him personally or not", and "That may explain any missing records". Pare does not identify who the other people who used his credit card were, or why they used it instead of him.

57. The Credit Card Policy in the SA Branch Rules specifically identifies that credit cards are only issued to certain individuals, and those individuals are responsible for the use of the credit card in accordance with the policy.

58. Firstly, Pare should not have been letting other use his credit card for any reason whatsoever.

59. Secondly, even if Pare was required to incur expenses on behalf of other Union members for legitimate expenses, it was Pare's responsibility to ensure that those expenses were properly receipted and justified. He cannot abdicate responsible use of the Union credit card which is issued to him, that he is responsible for. His attempt at blame shifting in this regard reflect his attempt at blame shifting in response to other aspects of this report.

60. Finally, I note that Pare responses about the provision of receipts is directly at odds with that of Mr Uppal when he was interviewed by me. Pare also states that he would "take a photo of the receipt and either email or text it to the office manager". A search of Pare's email and phone materials has not uncovered any examples of him ever doing this. To the extent that it is necessary, I think it is the version provided by Mr Uppal which should be accepted (i.e. that Pare regularly did not provide receipts, even after being encouraged/reminded by Uppal).

61. Pare explains his expenditure on food and alcohol at restaurants as either:

a. Reasonable and responsible and a legitimate use of funds in furtherance of the Union, despite not being able to identify who he dined with, what was discussed and how that was used to further Union interests. Even where the expenses may have been for a legitimate purpose (i.e. the dinner at Epicurean), it will need to be determined by the Union if that was 'reasonable and responsible' expenditure.

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b. Expenses incurred by other people using his Union credit card. This explanation appears to be problematic, as Pare seems to abdicate responsibility for the use of the credit card to other unknown people in the Union. In circumstances where it was issued personally to him, he is responsible for its use, and the reconciliation of the expenses incurred on it. It appears to be a clear breach of the policy to simply let others use the credit card (seemingly for high end lunches) and not question or justify its use.

c. Pare explains that he would either provide the receipts to Mr Uppal or text or email a copy of the receipts to him for reconciliation. That version is contrary to Mr Uppal's. There is no evidence of Pare ever texting or emailing Mr Uppal a receipt amongst his phone or email materials. It is difficult to accept that explanation from Pare in light of the absence of that evidence.

62. As outlined in my interim report, there is a number of legal obligations imposed on Pare as an officer of the Union in the expenditure of the Union funds. His responses have not swayed my earlier view. At that stage I expressed a *prima facie* view there were breaches of the FW RO Act and the Union credit card policy. Having given Mr Pare an opportunity to explain the matters, I am able to conclude he has breached the obligations referred to in my earlier report.

63. I recommend that:

a. the administrator considers taking action against Mr Pare, including disciplinary action under the rules, for these contraventions;

b. the administrator considers referring the matter of Mr Pare's contraventions of the FWRO Act to the General Manager of the FWC to commence proceedings for these contraventions;

c. the administrator seeks to recover (either directly or through proceedings commenced by the General Manager of the FWC) loss arising from his expenditure on food and alcohol at restaurants identified in the interim report.

Links between Pare and any outlaw motorcycle gangs or organized crime figure

64. This Term of Reference asks that I investigate any linked of Pare with any outlaw motorcycle gangs (OMCG's) or organized crime figures including:

a. The New Boys motorcycle club and/or Vince Focarelli
b. The Finks motorcycle club and/or Dylan Jessen and/or Jessen Concreting; and
c. The Mongols motorcycle club.

65. To commence my investigation, I conduct a search of the name 'Pare' in Austlii. This revealed the following case of interest *R v Cochrane* [2012] SADC 11. This was a trial of the accused who has been charged with trafficking methylamphetamine and MDMA (ecstasy). The accused was located

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at his home with over 1600 tablets containing methylamphetamine and 56 capsules containing ecstasy. There was a substantial quantity of cash together with lists of names and money. There was circumstantial evidence including SMS messages on phones associated with Mr Cochrane, and two cars containing identical drugs were apprehended departing from the accused's house. Mr Cochrane was convicted of both counts of trafficking drugs.

66. In the reasons for his decision, Stretton *DC]* outline the factual circumstances leading to the discovery of the drugs. Relevantly, he says[33]:

> *A Mr Pare has also been located at the property that day. An MV A certificate ivas tendered through Detective Lienert indicating that Mr Margues Pare resided at Elizabeth Vale betiveen 22 December 2008 and 16 December 2010, then at Salisbury until 24 February 2011 and from then on at Parafteld Gardens, to indicate that at no relevant time had his address been the Kfemzjgpremises. In cross-examination Detective Lienert said that Police could not located af!Y evidence that Mr Pare ivas involved in af!Y of the trafficking of the drngs that ivere found.*
>
> *Detective Hayes then entered the accused's premises on Kave/ Lane with other police. He saiv the accused and his brother Zane Donaldson and lviarques Pare. L'1r Pare produced identification, was searched as was his car, and as nothing of interest to police 1vas faund Mr Pare 1vas alloived to leave*[34].
>
> *In cross-examination, defence counsel led from Detective Featherby that the "New Boys" street gang, as with other street gangs, is involved in drng trafficking, and that members and associates of the 'Ne1v Bl!Js" may be involved in the sale of drugs. In cross-examination he also agreed that Mr Pare 1vas also either a member or associate of the 'New Bl!Js".*[35]

67. As a result of locating this information, question 17 of the notice was put to Pare. He responded that:

> *My client metMr Cochrane thivugh friends he1vent to school with 1vhilst he ivas a high school student in Adelaide. To the best of his recollection, my client does not knoiv Mr Donaldson, Mr Highett, Mr He,jt, or Mr Cutts.*
>
> *My client caught up with Mr Cochrane on a handful of occasions around 15years ago.*
>
> *My client attended an address in Klemzjg ivhich was 1\1.r Cochrane's house far the purpose of visiting Mr Cochrane in aivund 2010. As he arrived, police arrived at ivughjy the same time and exeettted a search 1vatmnt.*

[33] *R v Cochrane* [2012] SADC 11 at [29]
[34] Ibid at [44].
[35] Ibid at [47].

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My client co-operated with the police 1vho took his details, searched him, and let him go 1vithout charg,e. My client was never charg,ed with a'!)I offence; he ivas simp!J in the 1vrong place at the wrong time.

j\1), client has never been a member of the "Neiv Brys" street gang. My client does notconsider himself an associate of the "New Brys" streetgang and, given the definition outlined inyour letter to me dated 24 December 2024, my client does not appear to meet the definition of an associate.

My client has never gone by the name of Marques Pare.

My client's mother lived in Elizabeth Vale and Salisbu,y around the dates outlined in the notice. The address in Elizabeth Vale 1vas 13 Barrow Cres. My client spent some time living 1vith his mother over that period.

My client's mother lived in 3 separate locations in Salisbury around the dates outlined in the notice. My client cannot recall the exact addresses. L V[yclient spent some time living with his mother over that period.

68. Firstly, it seems from Pare's response that the 'Marques Pare'[36] mentioned in the *Cochrane* judgment is Pare. Checks on documents held by the CFMEU shows that at different time Pare uses the names 'Marcus', 'Marques' and 'Margues', which is at odds with his claim that he has never gone by the name 'Margues Pare'. With that being established, as at 2011, the South Australia Police were willing to give evidence on oath that Mr Pare was either a member or associate of the 'New Boys'.[37] It should be noted that for police to positively state that in evidence they would have had a substantial volume of police intelligence, surveillance material, telephone intercepts etc. Police do not attribute membership or associateship of these organized crime gangs without substantial information to support it.

69. Pare says that he has never been a member of the New Boys, and "does not consider himself an associate". On the evidence outlined in *Cochrane* as at 2011, Pare was someone who spent time in the company of 'New Boys' members, and was knowingly associating with the 'New Boys', so as at that time, would appear to meet the definition of an associate.

70. Of course, that incident and evidence is 14 years old. To explore any more recent information I asked for searches to be conducted of Pare's phone and email with the following terms:

[37] An associate of an organised crime gang has been defined as a person who is invited to spend time in the company of club members, on club runs, or at club functions, but who do not necessarily intend to become a club member. An 'associate' is someone who is not a member or nominee of the club, but who knowingly associates with the club: *R v Pishdari; R v Robetts; R v Mitchell,· R v Johnston; R v Reynolds; R v Mackay* [2018] SASCFC 94 at [132] per BamptonJ.

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a. Focarelli

b. Dylan Jessen

c. Jessen

d. Jessen Concreting

e. New Boys

f. Finks

g. Mongols

71. The results of those searches showed the following:

a. A contact of Fare's with the name '**Mr Main'.** Significantly, the 'company' name within the contact is listed as **'Mongols'.** It may be that 'Mr Main' refers to Phillip Main, a prominent former senior member of the Mongols motorcycle gang. Phillip Main has in the past been the subject of drug- and motorcycle gang-related charges.[38] There was also a contact name 'Phil Mon'.[39] This could be an alternative number to 'Mr Main'.

b. A contact of Fare's with the name **'Joel Rebs'.** It could be inferred that 'Rebs' refers to 'Rebels' OMCG. Further, it is also possible that this is Joel Leavitt; a convicted criminal and known motorcycle gang member who was appointed as a CFMEU health and safety official on the Big Build project.[40]

c. A contact of Fare's with the name **'Tony 2 Guns'.** 'Toni Two Guns' - Santo Celona - operated a crew of armed security guards for decades despite links with Melbourne's outlaw motorcycle gangs.[41]

d. On 30 October 2019 there is a text message between Andrew Sutherland and Pare regarding Dylan Jessen obtaining a delegate role at the Union. Jessen is a notorious

[38] CFM.065.001.1325
https:/ /www.abc.net.au/news/2016-12-23/ alleged-bikie-phillip-main-vows-fight-charges-under-qld-new-laws/8145104
https:/ / www.news.com.au/ national/victoria/ courts-law/ dozens-of-charges-against-men-with-mongols-bikie-gang-links-dropped / news-story /0c43ffl 3469710ee7f6999265244dc7f
https:/ /www.heraldsun.eom.au/subscribe/ news/1 /?sourceCode= HSWEB_WREl 70_a_GGL&dest=https%3A%2F%2Fwww.heraldsun.com.au%2Ftruecrimeaustralia%2Fpolice-courts-victoria%2Feveryone-under-one-roof-mongols-bikie-boss-phil-main-shuts-down-melbourne-branches%2Fnews-story%2F823aa9a0cdd5d13661f7626c897 fbc9e&memtype=anonymous&mode=premium&v21=GROUPA-Segment-2-NOSCORE

[39] CFM.100.001.1390

[4°] CFM.065.001.1337
https:/ / www.afr.com/ companies/ infrastructure/bikies-underworld-figures-and-the-cfmeu-takeover-of-construction-20240712-p5jt38; A search of that phone number shows that it belongs to 'Cowboy Carpet Cleaning' in Queensland.

[41] CFM.065.001.1365
https://www.theage.com.au/ national/ victoria/ how-did-toni-two-guns-operate-a-security-empire-for-25-years-20171101-gzcdqs.html

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former member of the Finks OMCG. He is said to have left the club around the time he was jailed in 2013.[42]

Pare: *'.A_re you fi'ee tomonmv at 11am to have a meeting with Dylan Jessen tomo1row? For a delo role?'*

Sutherland: *'11 is ok mate'*

There is no further evidence that Jessen was appointed as a delegate.

e. On 11 February 2021, Jessen contacted Pare requesting an "Alimak" (using external elevators and hoists) job for his mother.[43]

Jessen: *'/1y bro h01v hard is be to get my mum into an ali mack job? Xx'*

Pare: *'Nah not hard man. Afe1v bigjobs coming up. Can deftnitefy get her onto something fkr sure bro. Does she have the tickets'*

Jessen: *'What tickets? Xx'*

Pare: *'/1limak tickets and 1vhite card'*

Jessen: *Yeah I would pqy far her to get those bro'*

Pare: *Yeah ea9 brother. Let me know if she's keen then I'll org,anize the times that's available bro.'*[44]

f. On about March 2023 Pare organized for Jessen Concreting Creations to do concreting at the CFMEU offices. Dylan Jessen is the Director of Jessen Concreting Creations. There is quote dated 27 March 2023 for $15,565 to complete the concreting job. It is addressed to 'Markus Pare'.[45]The invoice for the completed work dated 28 October 2023 is also made out to 'Markus Pare' for $13,838.[46] Pare forwarded that invoice to Uppal who then requested that Jessen amend the invoice so it is addressed to ABCWF. The invoice was paid on 7 November 2023.

g. On 25 August 2024 Pare sent a number of contacts from his CFMEU number to his personal number. This included, among others, contacts assigned to the names 'Tony 2 Guns' and 'Phil Mon'. Many others were sent over the course of the following week.[47]

72. What these stored contacts, and interactions show, is that Pare at least has the ability to contact

[42] https:/ / www.news.com.au /sport/sports-life/dylan-jessen-former-finks-bikie-pleas-for-justice-after-hamley-bridge-broken-jaw/news-story/ d7e2f83d82576aa1968363aa8b24f9c4

[43] CFM.100.001.1571_0002

[44] This exchange speaks for itself. It reveals the extent to which Mr Pare was prepared to do favours for OMCG connected workers. It reveals the extent to which the CFMEU had been prepared to consider appointing a OMCG connected person as delegate despite ignorance of the fact that workers need a white card to work in the industry.

[45] CFM.023.002.9124

[46] CFM.023.006.7436

[47] CFM.100.001.1200

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people he is aware are members of OMCGs (i.e. by storing in his phone the company reference for 'Mr Main' as 'Mongols'.) Up until the end of2023 he was associating with Jessen, a notorious former OMCG member, and was willing to advocate for him for a delegate's role in the Union, help with securing employment for Jessen's mother, and awarding him a concreting job paid for by the Union. His transfer of contacts from his CFMEU phone to his personal phone in 2024 shows that he wishes to maintain the ability to contact these people.

73. These contacts, and his advocacy for Jessen, shows that throughout his time in paid roles in the Union, Pare is willing to maintain contact with known current or former members of OMCGs, and in the case of Jessen, attempt to bring him into the Union, or use his Union influence to benefit Jessen and his family.

Financial irregularities and improper dealings involving Ceiling and Wall Contractors (CWC).

74. To investigate this term of reference, a search was conducted of documents held by the CFMEU, as well as Fare's email and phone material, with the search terms 'Ceiling and Wall Contractors' and 'CWC'.

75. Around 2 February 2022, there was knowledge that CWC was not providing income protection. There was a discussion of pulling workers. There was a brief conversation between Mark Sutherland and Pare[48]:

> *Sutherland:* *'(Mark} Norris [ofCWC] isn't paying income protection far anyone.'*
>
> *Pare:* *'Should ive pull al/ the J/Jorkers up on the job?'*

76. Between 13 September 2022 and 24 July 2022 Pare and CWC's Mark Norris exchanged 399 text messages.[49] The texts reveal that Norris was expecting an EBA to be approved or arranged by Pare. It is unclear whether Pare received a benefit for providing CWC with the EBA[50]:

> Norris: *'Morning Mr Carro/ HoJ/J are J/Je?Just J/Janted to fa//01v up on J/Jhat I've previousfy mentioned. Don't knoJ/J ifyou have heard but J/Je 2von Land 19 and a/so ive have neJ/J oivners.* ***The new owners are willing to pay ve.ty good money to the right people and you fit that bill.*** *I* ***think it would be worth your while to sit down with Andrew and have conversation about where we are heading as a company and how you could be a part of that.*** *Cheers*
>
> *Norris:* *'WTF a non union company trying to scalp my gl!)ls. I'm pretty annqyed. When can J/Je sort this EBA out mate?'*
>
> Pare: *'Bit of poaching there mate. Lo/ no 2vorries let's catch up this 2veek and sort this EBA up'*

[48] CFM.023.001.3869
[49] CFM.100.001.1715
[50] See, for example, pages 0016, 0017, 0018, 0020.

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Norris: *'Problem is "ive pay the same andyou don't have to deal with the union" is causing meproblems'*

Pare: *'Who said that?'*

Norris: *That ne1v company that ivon land 19.'*

Norris: *Really?'*

Pare: *'Loi calm doivn mark.* ***Remember my deal is a deal.*** *Don't stress'*

Norris: *'Battle? Really.* ***Please tell me my notes I sent to you aren't on there5[1].*** *Would it be too much trouble for theowner Ofthe company to be sent the same information?'*

Norris: *'I'm not stressed I don't the bqys thinking we're fighting cos we are not.'*

Pare: *'That's right mate.* ***Just know mark I've got ur back ok'***

Pare: ***'I'm the boss I can over ride anything***

77. In a text discussion with Mark Norris of CWC, the following conversation takes place:

Norris: *'12-12.30pm tomorro1v then. I've got old mate comingfrom Goldie for work and 1vould like to* ***have the agreement and handshake done.*** *Pis let me know asap'*

Pare: *'Who?'*

Norris: *'Old Bqy Phil'*

Pare: *Yeah I'll seeyou tomorro1v at 12:30'*

78. On 4 April 2024, Pare receives an email from a third party (Carlo Cortese) which states that CWC was not paying income protection insurance, only redundancy.[52]

'Gents

[51] The notes sent to Pare referred to above are available; they appear to relate only to technical matters within the EBA negotiation. See CFM.023.002.7148.

[52] CFM.023.006.2419

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As mentioned, 1ve have discovered that the above company [CWC] JJJhich is paying direct to Incolink has on!J been paying Redttndamy and no insurance since inception.

Not sure JJJhy this has occurred but will leave to you to investigate and might be worthivhile looking at anyone else that is pqying direct that this is not occuning 1vith others.

Leave inyour capable hands.

Thanks for the company during the week.

Carlo'

79. Pare forwards the email to Mark Norris of CWC:

'G'day mate. Thought I'djonvard this toyou but I'll catch up 1vithyou during the 1veek to discuss it more.'

80. Of note is that Pare was aware from around 2 February 2022 (see above) that this was an issue and appears to have done nothing about it from a Union perspective.

81. On 8 April 2024 there is an email from Scott Atkins (Incolink) to Pare, Carlo Cortese and Samantha Ellison appearing to address the non-payment of the income protection insurance.[53]

82. On 27 August 2024, CWC issues an invoice to ABCWF (SA State union) for "supply labour and materials from CFMEU fitout as discussed on site" for $49,839.15. The invoice is paid on the same day.

83. These interactions give rise to a series of troubling circumstances including:

a. It appears there is a deal between CWC and Mr Pare;

b. CWC indicated it was 'willing to pay very good money to the right people and you fit that bill';

c. Mr Pare appears to have failed to act for over 2 years to deal with the underpayment of workers' conditions by CWC;

d. Within 72 hours of the commencement of the Administration, about $50,000 was paid to CWC. The payment was paid the very same day the invoice was issued. What the payment was for is currently unclear.

84. In my view, there is currently insufficient evidence to show any financial irregularities or unauthorized expenditure of CFMEU funds by Pare in respect of renovations to the SA Construction & General Divisional Branch office by CWC. The communications between Pare and Norris raise questions about the role that Pare played in arranging the EBA for CWC. They require further investigation.

53 CFM.023.002.0856

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Benefit received by Pare's mother and her partner

85. A search has been conducted of documents which relate to Lorna Pare. \What those documents show is that Lorna Pare has had involvement with a variety of construction companies: MC Labour, Top Up Labour Hire and Multuplex. The following documents were viewed:

    a. On 18 May 2021 Pare receives, at his Union email address, an 'Employment Application' to Top Up Labour Hire. The application is filled out by Lorna Pare.[54]

    b. On that same day Pare sends that employment application document to Desmond Savage's Union email address. At that time, Savage was the Assistant Divisional Branch Secretary of the SA Branch. Pare was a Branch Organiser.[55]

    c. On that same day Pare sends the 'Employment Application' document to Steve Mellech, the Managing Director of Top Up Labour Hire.[56]

    d. On 14 June 2022, Pare texts Mark from Multiplex saying *'I hope your gonna pqy "!Y mum double time for all hours last 1veek givenyou had no supervision looking after herplus her finishing 2 in the morning Fridqy night. Double slap my head'*[57]

    e. On 7 July 2022, Uppal sends to Pare a 'Resignation Letter'. This letter purports to be Lorna Pare resigning from her position as hoist operator at Multiplex.[58]

    f. On 13 January 2023, Pare texted the following message to his own number[59]:

    'Hello Ben, It's Scott Atkins, JVe recentjy met at the Adelaide union EBO. I have asked Marcus to pass on rt!J details to assistyou and Ashleigh. I am very excited to be given this opportunity at the very beginning of Incolink's South Australian journey. Please feel free to contact me on [redacted] *any time. Kindest regards, Scott'*

    This message appears to relate to obtaining a position at lncolink for Scott Atkins, the then-boyfriend of Lorna Pare.

    g. On 28/4/2023 Pare is sent an email from an employee oflncolink relating to employing Scott Atkins.[60] The email asks a variety of basic informational questions relating to Atkins (full name, DOB, mobile, email, etc). There appears to be no other assessment for Atkins suitability for the position, however this could have occurred through another process, albeit it appears all employment questions are filtered through Pare.

86. It should be noted that there is clearly a link between CWC and lncolink, albeit that is not entirely clear on the material available.

[54] CFM.023.001.3421
[55] CFM.023.001.3420
[56] CFM. 023.001.3429
[57] CFM.100.001.1162_0005
[58] CFM.023.003.9382
[59] CFM.100.001.1200_0007
[60] CFM.023.003.0041

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87. There is no direct evidence in the documents analysed which evidence that Lorna Pare has received any preferential treatment in obtaining employment. While inferences may arise from Pare emailing his mother's employment application to the managing director of Top Up Labour Hire, there is nothing to suggest that he unduly influenced Top Up Labour Hire to employ her.

88. There is no evidence whatsoever from the documents of any bullying or harassment claims made against Lorna Pare while she was employed with any of those companies. Enquiry into that particular aspect of the Terms of Reference would require obtaining information from those particular companies.

89. Further investigation may be warranted as to the circumstances of the employment of Scott Atkins with Incolink, and how that might be linked to any benefit (direct or indirect) received from CWC for Pare.

Fare's communication with Union employees

90. While not specifically within the Terms of Reference, in the course of investigating the above matters, I have come across text messages of Pare's which appear to be wholly inconsistent with what would be expected of a senior Union official.

91. I located the following messages which were sent by Pare to Travis Hera-Singh, another Union employee, on 27 January 20226[1]:

> Pare: *'Fucking 1vhen I call you fucking ansiver mate. Don't send me a fucking message 1vith no explanation cunt. Wif doyou expect me to do 1vzrh that number huh? Ifyou can't organise your job and expect me to fucking do It then what's the fuckingpoint* ef*you being a organiser'*

> Pare: *'Mate I'm sick efgiving directions andyou not listening to them. Ifyott don't wanna listen to me. Leave your car and krys on my table and leave the union. The shit I'm finding out mate is exact!J like 1vhat Scotty done to me. No fucking loyalty at al/. So I'm fucking done mate. I'm in a meeting and this is the last shit I need to deal 1vith. '*

92. On 11 March 2022, Pare sends a series of message to Uppal, another employee of the Union:[62]

> Pare: 'Yeah you might wanna find an out her new place to work aswell'
>
> Pare: 'You lied to me you dog'
>
> Pare: 'Can't fucking trust any of you anymore'
>
> Pare: 'Fuck off cunt. Don't fucking talk to me anymore'

[1] CFM.100.001.1033
[62] CFM.100.001.0277_0063

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93. On 13 October 2022, Pare exchanged the following text messages with Scott Vink, who was the 'SA Construction Coordinator'63:

> Pare: *'Alf The fleurieu boys are gonna resign mate, fuck those dog cunts I 1vanna make a black fist on every single one of them. Soon as they jump on a,ry of ottrfriend!J ones. There gone. I'm fucking off those fttcking dogs expecting me to beg to those fttck tards'*
>
> Vink: *Rodgee, how do tt know mate?'*
>
> Pare: *'They rang me'*
>
> Pare: *'Fuck those cunts mate. I'm fucking losing it'*
>
> Vink: *'Kunts'*
>
> Pare: *'I FUCKING WANNA KILL EVERY SINGLE ONE OF THEM THE FUCKING SCABS'*

94. Violence, threats of violence and menacing conduct are unacceptable in any workplace. Organisers, construction workers, CFMEU staff and delegates should not be exposed to such conduct. Those communication show a level of aggression both towards Union employees and people outside of the Union that are not in accordance with how the Union should be conducting its business.

[redacted]

CHRIS KUMMEROW

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63 CFM.100.001.0485

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THE GREENFIELDS' LEGAL FEES

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A. INTRODUCTION

1. Under a direction from the Administrator to investigate criminal conduct and corruption in the Construction and General Division of the CFMEU, I have examined:

   (a) The circumstances in which a payment of $3,150,969.50 was made by the CFMEU to a firm of solicitors, McGirr & Associates, on 19 July 2024;

   {b) The identity of the persons who approved the payment; and

   (c) The purpose of the payment.

2. It is common ground that the $3,150,969.50 was intended to cover the further legal expenses being incurred by the Secretary of the CFMEU Construction and General Division NSW Divisional Branch, Darren Greenfield, and his son the Assistant Secretary, Michael Greenfield. The legal fees were being incurred by the Greenfields in defending criminal charges. The NSW Divisional Branch resolved, in effect, to give an unlimited indemnity to the Greenfields in respect of their legal expenses. Nearly $1,000,000 has already been paid out on behalf of the Greenfields and, had the matter progressed as intended, at least $4,000,000 of union funds would eventually have been spent.

3. My investigation raised questions as to the legality and propriety of the actions of several persons, including the four senior members of the NSW Divisional Branch executive - the President Rita Mallia, the Secretary Darren Greenfield, an Assistant Secretary Rob Kera, and another Assistant Secretary, Michael Greenfield.

4. This is my report of the result of the investigation. I was assisted in the investigation and the making of this report by Diana Tang of Counsel.

My conclusions in summary

5. The facts lead me to these conclusions on the principal issues:

   (a) Each of the President, Rita Mallia, the Secretary, Darren Greenfield, an Assistant Secretary, Rob Kera, and another Assistant Secretary, Michael Greenfield committed multiple serious contraventions of the duties they owed to the members of their union.

   {b) Each of them breached their duty of care and diligence in relation to the financial management of their union.

   (c) Each of them breached their duty of good faith owed to their union in relation to the financial management their union.

   {d) In addition, Darren Greenfield and Michael Greenfield also breached their duty to their union by using their position to gain an advantage for themselves.

   (e) Each of these contraventions were serious and warrant prosecution and the imposition of substantial civil penalties.

(f) Each of these contraventions caused the union and its members damage. Had the matter progressed as intended that damage could have risen as high as $4 million. The union is entitled to recover several hundreds of thousands of dollars from Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield for the damage which they caused.

(g) In the instance of Darren Greenfield, the contraventions are more serious and warrant his prosecution on criminal charges for recklessly failing to discharge his duties in good faith and using his position dishonestly with the intention of directly gaining an advantage for himself and his son.

(h) Contraventions should be referred to the Fair Work Commission (FWC) to consider commencing proceedings for the imposition of civil penalties on members of the Executive, as well as those, possibly including legal representatives identified in this report, who were involved in such contraventions.

A lack of co-operation

6. The investigation was hindered, but not compromised, by a lack of co-operation.

7. Rita Mallia, Darren Greenfield, Michael Greenfield, Rob Kera, and a solicitor, Paul McGirr of McGirr & Associates, declined to comply with a notice under clause 9 of Schedule 6 of the *Industrial Relations Act 1996* (NSW). Their refusal may make them liable for a civil penalty under that provision.[1] I then sent letters to each to give an opportunity to them to address relevant issues, but again they declined to assist.

8. Another solicitor, Peter Hodges of Mills Oakley, was given a statutory notice requiring him, as a former service provider of the NSW Divisional Branch, to produce a single document. Despite the notice, Mr Hodges declined to assist.

9. Notwithstanding these attempts to frustrate the investigation, there was still ample documentary material, which, together with information provided from co-operative witnesses, permitted the investigation to be completed.

B. THE CFMEU

10. The structure of the CFMEU is complex. There are three bodies relevant to this investigation. There is the national organisation - which will be referred to as the CFMEU. Within the CFMEU, the Construction and General Division has a branch operating in NSW - which will be referred to as the NSW Divisional Branch. Then there is a State registered organisation - which will be referred to as the NSW Union.

11. The CFMEU is a registered organisation under the *Fair Work (Registered Organisations) Act 2009* (Cth). The nationally registered CFMEU has three Divisions, one of which is the Construction and General Division.[2] The Construction and General Division is further divided

[1] A copy of this report should be provided to the relevant regulator in NSW.
[2] The CFMEU Construction and General Division is established by rule 27 of the National Rules.

into State and Territory branches, which relevantly includes the NSW Divisional Branch.[3] The NSW Union is a separate organisation registered under the *Industrial Relations Act 1996* (NSW).

12. The NSW Divisional Branch is governed by a combination of four employed officials and a Committee of Management. The four full-time officials are the President, the Secretary, and two Assistant Secretaries - it will be convenient to refer to this group as the Executive. The Committee of Management - which will be referred to as the COM - is a body comprised of the Executive and 26 persons elected by and from the members of the Divisional Branch.[4] Generally speaking, the non-executive members of the COM are union delegates.

The relationship between the Executive and the COM

13. A number of non-executive members of the COM came forward to provide assistance. There was a similarity between several of the accounts: the Executive dominated the COM, provided it with insufficient information, shut down discussion, and quashed dissent - and this had been the case for the last four to five years.

14. The non-executive members of the COM were not supplied with any information before meetings.[5] Upon arrival at meetings, the COM were supplied with some paperwork, but there was no time to read it, much less digest it. The items on the agenda were only identified by the Executive after the meeting commenced. On important issues the non-executive members of the COM were handed a resolution composed by the Executive and just asked to vote on it. Only members of the Executive spoke at COM meetings; ordinary members were of the view that if they spoke up it would be held against them, and there would be consequences. Some told me they had never heard a member of the COM speak against proposals put forward by the Executive.

15. I was told the potential *"consequences"* did not include physical intimidation: it was more subtle than that.

16. The pressure which was applied to the non-executive members of the COM was an extension of pressure which was placed by the Executive onto delegates generally. Appointment as a delegate is much sought after in the NSW Divisional Branch. Although delegates are notionally selected by democratic means, it has always been the case that the Executive could exercise significant control over who would, and who would not, receive an appointment as a delegate. An appointment as a delegate could be terminated as easily as a member of the Executive having a word with the delegate's employer. It was also known that organisers would denigrate an out-of-favour delegate's performance with the other union members on site. Organisers were capable of embarrassing delegates by stirring up a dispute on the worksite for which the delegate was responsible.

[3] The NSW Divisional Branch of the CFMEU Construction and General Division is established by rule 18 of the C&G Division Rules.
[4] Divisional Branch Rules, r 42(a)(i).
[5] Some said they occasionally received an agenda a day or two before the meeting.

17. Further, though nominally a democracy, there have not been contested elections for decades in the NSW Divisional Branch (at least since 2010). There were around 95 elected offices in the branch. In the 570 quadrennial elections since 2000 there was not one contested election. The secretary's position was never contested, nor were the positions of any other members of the Executive, or COM members. Even casual vacancies did not give rise to contested elections. Every COM member who was serving in 2024 had been selected by Darren Greenfield, were supported by him and owed their positions to him. Each four years, a ticket headed up by the Greenfields and Ms Mallia were the only nominees for the election. To be elected as a COM member on the ticket, a delegate needed to retain the support of the Greenfields. By these two means, control of the Executive over the members of the ticket and influence over the continued employment of delegates, Darren Greenfield and the Executive were able to dominate and control the COM.

18. It was for these reasons that the non-executive members of the COM felt constrained *not* to speak against the Executive. No-one was willing to cross swords with the Executive. The Executive ran the NSW Divisional Branch as they wished; the COM had become the Executive's catspaw.

C. THE UNION RULES

19. All federally registered organisations are required to have rules in accordance with Chapter 5 of the Registered Organisations Act. The CFMEU is subject to the National Rules. The Construction and General Division is subject to the National Rules[6] as well as the separate Construction and General Division Rules.7 The Division Rules also include Divisional Branch Rules[8] which are applicable to the NSW Divisional Branch.[9]

20. Accordingly, the relevant obligations regarding the use of funds by the NSW Divisional Branch are found in the National Rules, the Division Rules, and the Divisional Branch Rules.

21. When construing union rules special interpretation methods apply. One is that there needs to be an acknowledgment that the rules have *"more likely than not, been drawn by* a *layperson familiar with the union and its objects, rules, operations in practice and role, which includes but is not confined to participation in the industrial relations system, its membership and the industries in which those members work, rather than by a legally trained draftsman"* .[10] Another is that, where the text of a union rule permits constructional choices, a construction which furthers, or is at least consistent with, any evident purpose of the authorising rule is to be preferred.[11]

22. The National Rules provide that the funds of the Divisional Branch are under the control of the COM and are to be used in accordance with the rules.[12] The COM, subject to review by the

[6] National Rules, r 26.
[7] C&G Division Rules, r 17.
[8] C&G Division Rules, r 19; the Divisional Branch Rules commence at p 24 of the C&G Division Rules.
[9] C&G Division Rules, 17.
[10] *General Manager of the Fair Work Commission v Smyth* (2024] FCA 304, [34]-[35].
[11] *General Manager of the Fair Work Commission v Smyth* (2024] FCA 304, [38].
[12] National Rules, r 23(vii), expressed that way the COM includes the Executive.

Divisional Branch Council,[13] has the *"care, control, superintendence, management and administration in all respects of the affairs, funds and property of the Divisional Branch"* .[14]

23. The key rule for present purposes is r 35 of the Divisional Branch Rules which deals with the funds of the Divisional Branch:

> 35 - FUNDS OF THE DIVISIONAL BRANCH
>
> (a) All moneys subscribed shall be held for the administration of the Divisional Branch in accordance with Rules and banked by its officers in such bank or banks as the Divisional Branch Council shall decide.
>
> {b) All expenditure from the funds shall be in accordance with the Rules of the Divisional Branch and no expenditure shall be permitted for any other purpose.
>
> (c) APPLICATION OF FUNDS - The funds of the Divisional Branch shall be used only for the carrying out of the objects of the Union and in necessary expenses of management.
>
> (e) All expenditure for ordinary purposes, i.e., incurred in directly furthering the objects and for expenses of management, may be disbursed by direction of the Divisional Branch Management Committee and any other expenditure by direction of the Divisional Branch Council.
>
> (k) Notwithstanding sub-rules (e) and (g) hereof, in the NSW Divisional Branch all expenditure for ordinary purposes, i.e. incurred in directly furthering the objects of the union and for expenses of management of the Divisional Branch may be disbursed by decision of the Divisional Branch Secretary or the Divisional Branch President and such other official of the Divisional Branch as the Divisional Branch Management Committee may from time to time authorise. Provided however that all expenditure so incurred shall be placed before the Divisional Branch Management Committee for consideration and ratification, and further provided that the Divisional Branch Management Committee may withdraw such authorisation at any time or for any period it sees fit. Expenditure for other purposes authorised by the rules may be disbursed by decision of the Divisional Branch Management Committee.

24. The COM has the powers of the Divisional Branch Council.[15] Those powers relevantly include the power to take such steps necessary to carry out the objects of the Union, and to spend such funds as are necessary to carry out the objects of the Branch.[16] The COM also has power to defend *"legal proceedings in matters affecting the affairs of the Divisional Branch".17*

25. The Divisional Branch is also required to comply with the expenditure policy adopted by the National Executive under r 24A of the National Rules.[18] The expenditure policy relevantly provides:

> Assets and Expenses Policy

[13] The Divisional Branch Council is the *"supreme governing body"* of the Divisional Branch: Divisional Branch Rules, r 40(1).
[14] Divisional Branch Rules, r 42(c); the Divisional Branch Council is the highest deliberative body of the Divisional Branch: Divisional Branch Rules, r 40(4).
[15] Divisional Branch Rules, r42(c).
[16] Divisional Branch Rules, r40(4)(a).
[17] Divisional Branch Rules, r40(4)(m).
[18] National Rules, r 24A.

> All Union funds shall be expended only for legitimate Union business, in accordance with the applicable rules and policies of the Union including, where relevant, rules and policies applying to a specific Branch, Division or Divisional/District Branch of the Union.
>
> The Union may reimburse officers and/or employees of the Union for reasonable expenses incurred by an officer or employee in performing union business. Any reimbursement of expenses shall be appropriately authorised and substantiated.
>
> Nothing in this policy removes any obligation or responsibility with respect to financial management placed upon a committee, officer, member or employee of the Union by the rules of the Union.

26. This same expenditure policy has been recently considered by Justice Logan in *FWC v Smyth*[19] where his Honour observed with respect tor 24A:

> *... Self-evidently, Rule 24A contemplates the formulation of policies that will promote the interest not just of the Union* as *an abstract, separate legal entity, or of a District Branch, but* also *of its members in financial integrity and good governance in relation to the expenditure of the Union's funds. Further, the governance dimension necessarily means that the Policy must be construed in the context of how the Rules provide for the wider organisation and governance of the Union and implications necessarily flowing from such provision. That therefore includes not just the Rules but* also, *materially, the Divisional Rules. Regard to the wider context of the Rules and the Divisional Rules discloses that, although there* is *a national executive, the Union* has *a structure of Divisions, on broad occupational lines with scope for* most *Divisions to have Branches constituted on a geographic* basis. *The Divisional Rules evidence an application of this with respect to the Division.*

27. The collective effect of the rules is that the funds of the Divisional Branch are to be used *"only for the carrying out of the objects of the Union",*[20] the *"necessary expenses of management",*[21] and *"only for legitimate Union business".*[22] This can only be done after authorisation by the COM.[23]

28. The objects of the Union appear in the National Rules, which relevantly provide:

4-0BJECTS

(a) To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

(e) To provide legal assistance to the Union and its members to protect the interests of the Union in all its Divisions and Divisional Branches, and to assist other trade unions by any legal method.

(g) To protect members from any infringement of their rights.

(p) To assist members by loan or otherwise.

[19] [2024] FCA 304, [39].
[20] Divisional Branch Rules, r 35(c).
[21] Divisional Branch Rules, r 35(c).
[22] CFMEU Expenditure Policy.
[23] Divisional Branch Rules, r 35.

(aa) To do all other acts and things as are incidental or in any way related to the carrying out of any one or more of the above objects.

29. It is also within the COM's powers to make a loan, grant or donation. Rule 42(s) of the Divisional Branch Rules provides that where a loan, grant or donation exceeding $1,000 is to be made, the COM must have satisfied itself that the making of the loan, grant or donation would be in accordance with the rules, and the COM must approve the making of the loan, grant or donation.[24] There does not appear to be any other rules directed to when a loan, grant or donation may be made, but the power to do so is a necessary implication of a combination of the objects stated in the National Rules and r 42(s) of the Divisional Branch Rules.

30. Under the Registered Organisations Act, where a loan, grant or donation exceeding $1,000 has been made, the Divisional Branch is required to lodge with the Fair Work Commission[25] a statement showing the relevant particulars of the loan, grant or donation within 90 days of the end of the relevant financial year.[26]

31. The regulation of grants and donations is unique in this regard. Grants and donations involve unusual and extraordinary expenditure. They involve the union's funds being given to a third party without any commercial exchange. Otherwise, union funds could be being given away for nothing in return. This is why grants and donations must be reported to members. As opposed to most ordinary expenditure in return for goods and services, there is a public document that allows members to specifically find out about who is receiving grants and donations. When a donation is kept secret then members are not told the identity of the beneficiary of such extraordinary expenditure.

E. FIDUCIARY AND STATUTORY OBLIGATIONS

32. Each of the members of the Executive and the COM owe fiduciary duties to the members of the Divisional Branch; those duties are analogous to those owed by directors to companies.[27] It is now unnecessary to go into the fiduciary obligations under general law because the same obligations have been picked up in the Registered Organisations Act.

The statutory duties

33. Under Part 2 of Chapter 9 of the Registered Organisations Act, each of the members of the Executive and the COM owe specific statutory duties.[28] These duties relate to the financial management of the union.[29] The duties mirror duties imposed under the general law and

[24] Divisional Branch Rules, r 42(s); this rule is required by s 149 of the Registered Organisations Act.
[25] Prior to 6 March 2023, the Registered Organisations Commissioner had regulatory powers and functions under the Registered Organisations Act - those powers and functions were transferred to the Fair Work Commission by the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth).
[26] Registered Organisations Act, s 237.
[27] *Allen v Townsend* (1977) 16 ALR 301, 348-349.
[28] See definition of *"office"*, "officer", and *"collective body"* in ss 6 and 9 of the Registered Organisations Act.
[29] Registered Organisations Act, s 283.

imposed on directors under corporations law.[30] A breach of duty carries a civil penalty and can also constitute a criminal offence.[31]

34. The relevant statutory duties are of particular significance and are worth setting out in full:

> Section 285 Care and diligence-civil obligation only
>
> (1) An officer of an organisation or a branch must exercise his or her powers and discharge his or her duties with the degree of care and diligence that a reasonable person would exercise if he or she:
>
> (a) were an officer of an organisation or a branch in the organisation's circumstances; and
>
> (b) occupied the office held by, and had the same responsibilities within the organisation or a branch as, the officer.
>
> (2) An officer of an organisation or a branch who makes a judgment to take or not take action in respect of a matter relevant to the operations of the organisation or branch is taken to meet the requirements of subsection (1), and their equivalent duties at common law and in equity, in respect of the judgment if he or she:
>
> (a) makes the judgment in good faith for a proper purpose; and
>
> {b) does not have a material personal interest in the subject matter of the judgment; and
>
> (c) informs himself or herself about the subject matter of the judgment to the extent he or she reasonably believes to be appropriate; and
>
> {d) rationally believes that the judgment is in the best interests of the organisation.
>
> The officer's belief that the judgment is in the best interests of the organisation is a rational one unless the belief is one that no reasonable person in his or her position would hold.
>
> Section 286 Good faith - civil obligations
>
> (1) An officer of an organisation or a branch must exercise his or her powers and discharge his or her duties:
>
> (a) in good faith in what he or she believes to be the best interests of the organisation; and
>
> (b) for a proper purpose.
>
> (2) A person who is involved in a contravention of subsection (1) contravenes this subsection.
>
> Section 287 Use of position-civil obligations
>
> (1) An officer or employee of an organisation or a branch must not improperly use his or her position to:
>
> (a) gain an advantage for himself or herself or someone else; or

[30] Registered Organisations Act, ss 285 to 287.
[31] Registered Organisations Act, s 290A.

(2) A person who is involved in a contravention of subsection (1) contravenes this subsection.

35. The civil penalties available for contravention are the same for each statutory duty: 100 penalty units for a contravention; 1,200 penalty units for a *"serious contravention"*.[32] Under s 6 of the Registered Organisations Act a *"serious contravention"* is one which *"materially prejudices"* the branch or its membership, or just fits the description of *"serious"*. Under s 301(1A), the Administrator has standing to apply for an order from the Federal Court imposing pecuniary penalties for contraventions of ss 285, 286 and 287 by a person who was an officer or employee of the CFMEU working in the Construction and General Division or any of its branches.[33]

36. If there is a breach of these statutory duties and the person has acted dishonestly or recklessly in doing so, criminal sanctions arise under s 290A with a penalty of 2,000 penalty units or 5 years imprisonment.

37. As noted above, the duties imposed by the Registered Organisations Act are similar to those imposed on directors under the *Corporations Act 2001* (Cth). Generally, whether or not there has been a contravention will be guided by principles applicable in the corporations law context.[34] Nonetheless, it is important to take into account that a union has *"different objects than the carrying on of business with a view to profit".*[35] Moreover, how the union operates, and the other duties an officer of a union may have, may render any analogy with a board of directors inapt.[36]

38. The importance of these provisions is because, as will be seen, I have come to the view that each of the members of the Executive did contravene their statutory duties and ought to be subject to civil penalty proceedings. In the instance of Darren Greenfield I go further - in my view Darren Greenfield acted dishonestly or recklessly in contravening those duties, exposing him to a criminal sanction.

39. In those circumstances it is necessary to examine the content of each of the statutory duties in closer detail.

Care and diligence

40. The requisite degree of care and diligence to be exercised is identified by reference to the organisation's circumstances and the office and the responsibilities within the organisation that the officer in question occupied.[37] Whether an officer has exercised care and diligence is

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[32] During the times relevant to this investigation the amount of a penalty unit varied. From 1 July 2020 until 31 December 2022 it was $220; from 1 January 2023 until 30 June 2023 it was $275; from 1 July 2023 until 6 November 2024 it was $313.

[33] In any proceedings for a contravention of a civil penalty proceeding, if the Court is satisfied that a person has or may have contravened a civil penalty provision but the person acted honestly and in all of the circumstances ought fairly be excused for the contravention, the Court may relieve the person wholly or partly from liability: s 315. Where a person thinks that such proceedings **will** or may be brought against them, they may apply to the Federal Court for relief from liability before any such proceedings have been brought: s 315(3),(4).

[34] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [16]; *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [138].

[35] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [134].

[36] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [153].

[37] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [16], quoting *Shafran v Australian Securities and Investments Commission* (2012) 247 CLR 465, [18].

assessed by an objective standard.[38] There is no need to show an officer acted dishonestly or with any particular mental state to establish a civil contravention. In *FWC v* Smyth,[39] in identifying the relevant standard, Justice Logan took into account that:

> *The office of President of the Branch is not one required under the Rules to be held by a person with particular experience, let alone with qualifications in law or commerce. It must be held by a member of the Union. Further, given the coverage of the Division within which the Branch is found, it is inherently likely that the member concerned will have a background of experience* as *a miner or in a mining industry related calling.*

41. Those observations by Justice Logan are relevant to the present circumstances. The members of the Executive and the members of the COM were foremostly trade unionists, not business people. Although Rita Mallia was a qualified lawyer, her principal focus was on industrial affairs which are a long way from ordinary commercial considerations. This needs to be taken into account when assessing whether there was a breach of any of the statutory duties.

42. In assessing the standard of care and diligence required here, it is relevant that, in addition to the statutory duties set out above, the President and the Secretary were under obligations set by the Divisional Branch Rules.

43. The President - Rita Mallia - was employed in a full-time capacity in that office,[40] and had responsibility to conduct business in accordance with the Rules[41]; enter into the minutes of COM meetings a record of all payments[42]; and sign all cheques necessary, provided they had been placed before the COM for consideration and ratification.[43]

44. The Secretary - Darren Greenfield - who was also employed in a full-time capacity in that office, was specifically under the control of the Divisional Branch Council and the COM.[44] He had responsibility to carry out the decisions made by the Divisional Branch Council or the COM[45]; and to sign all cheques necessary, provided they had been placed before the COM for consideration.[46]

45. The reference to *"cheques"* may now appear dated, but the spirit of the rule remains in place: any payments of the NSW Divisional Branch, including the payment of the Greenfields' legal expenses, were ultimately the President's and the Secretary's responsibility and they had to be ratified by the COM.

46. The degree of care and diligence required will also be assessed by reference to the financial position of the NSW Divisional Branch at the relevant time.47

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[38] *General Manager of the Fair Work Commission v McGiveron* (2017] FCA 405, (16]; *General Manager of the Fair Work Commission v Smyth* (2024] FCA 304, (136].
[39] [2024] FCA 304, [142].
[40] Divisional Branch Rules, r43(b)(ii).
[41] Divisional Branch Rules, r43(d).
[42] Divisional Branch Rules, r 43(g).
[43] Divisional Branch Rules, r45(a).
[44] Divisional Branch Rules, r46(a).
[45] Divisional Branch Rules, r46(b).
[46] Divisional Branch Rules, r 45(a).
[47] See, *General Manager of the Fair Work Commission v Smyth* (2024] FCA 304, (150].

Good faith and proper purpose

47. There are two distinct obligations here - one is to act in good faith and the other is to discharge duties for a proper purpose.[48] To discharge duties in good faith, by analogy with the requirements imposed on a director, requires the officer to exercise their powers in the interests of the union, and not to misuse or abuse their power; to avoid conflict between their personal interests and those of the union; to not take advantage of their position to make secret profits; and to not misappropriate union assets for themselves.[49]

48. Whether powers and duties have been exercised in good faith or for a proper purpose is determined by a two-step analysis.[50] First, it is necessary to ascertain as a matter of law the purposes for which the relevant power may lawfully be exercised. The starting point will usually be the rules of an organisation. Secondly, it is necessary to determine as a matter of fact the purpose for which the power was exercised, and then to assess whether that purpose falls within the category of permissible purposes identified at step one.

An improper use of position to gain an advantage

49. Impropriety in this sense *"consist[s] in a breach of the standards of conduct that would be expected of a person in [the particular] position by reasonable persons with knowledge of the duties, powers and authority of [that] position ... and the circumstances of the* case."[51] Because it is an objective standard, in the context of a contravention of the civil obligation an officer may act improperly even if that officer has no intention of acting dishonestly or otherwise than in the best interests of the organisation, and even if the officer is not conscious of the impropriety.[52]

50. A breach of this duty, relevantly, has two elements: there must be a connexion between the impropriety and the officer's position; and that impropriety was to gain a relevant advantage.[53] The focus is on the purpose of the conduct, such that there may be a breach of this duty even if the person does not accrue the advantage.

Persons "involved" in contraventions

51. As stated above, in my view, each of the four members of the Executive contravened statutory duties. But the contraventions do not stop there: other persons *"involved"* in those contraventions have also committed contraventions.[54] The significance of this for present purposes is that, in my opinion, it is necessary to consider whether certain lawyers were *"involved".*

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[48] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [18].
[49] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [19].
[50] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [20].
[51] *Health Services Union v Jackson (No 4)* [2015] FCA 865, [113], citing *Doyle v Australian Securities and Investments Commission* (2005) 227 CLR 18, [35].
[52] *General Manager of the Fair Work Commission v Smyth* [2024] FCA 304, [192]; *Health Services Union v Jackson (No 4)* [2015] FCA 865, [115]; *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [22]; *General Manager of Fair Work Commission v Thomson (No 3)* [2015] FCA 1001, [75]-[76].
[53] *General Manager of the Fair Work Commission v McGiveron* [2017] FCA 405, [22]-[23].
[54] Registered Organisations Act, s 286(2), s 287(2).

52. In respect of the duties under s 286 (good faith) and s 287 (improper use of position to gain an advantage), a person who is *"involved"* in a contravention of those duties has contravened those duties.[55] That contravention carries with it civil penalties.

53. A person, relevantly, will be *"involved"* in a contravention if they have aided, abetted, counselled or procured the contravention.[56]

54. The definition of involvement in a contravention is the same as accessorial liability provisions in other legislation, including the *Fair Work Act 2009* (Cth) **(FWA),** the *Corporations Act,* and the *Competition and Consumer Act 2010* (Cth). To *"aid, abet, counsel or procure"* a contravention *"the person must intentionally participate in the contravention with the requisite intention".* That requires the person to have actual knowledge of *"the 'essential matters' which go to make up the events, whether or not the person knows that those matters amount to a contravention".*[57]

Were the lawyers "involved"?

55. I mentioned that this matter was relevant to determine whether certain lawyers were *"involved"* in contraventions. As will be seen, in my view, Paul McGirr of McGirr & Associates was involved. I have also considered whether Peter Hodges of Mills Oakley and Tim McCauley and Ivan Simic were involved in a contravention. I have come to the view that the information is insufficient to arrive at that finding.

56. In the case of Mr Hodges I was concerned whether the legal expenses charged by him and his firm were reasonable. As will be explained, this issue needs further investigation through the services of an expert costs assessor. I am also concerned about Mr Hodges' role in providing a fees estimate - a matter which is discussed in more detail in the postscript to this report. As matters presently stand, I cannot conclude that Mr Hodges was *"involved"* - but that might change depending on the advice received from the costs assessor.

57. As for Mr McCauley and Mr Simic, while I do not agree with some of the legal advice they provided to the NSW Divisional Branch, I am unable to see the relevant intention to participate in the contravention. As I will explain below, it seems that the advice may have been a misguided attempt to assist a long-standing client achieve a result it wanted.

F. THE GREENFIELD$ AND THEIR CRIMINAL CHARGES

58. Darren Greenfield was born on 8 September 1965 and elected State Secretary of the NSW Divisional Branch and Secretary of the NSW Union on 2 February 2018.[58]

[55] Registered Organisations Act, s 286(2), s 287(2).
[56] Registered Organisations Act, s 284.
[57] *Fair Work Ombudsman v Devine Marine Group Pty Ltd* [2014] FCA 1365, [176]-[177], citing *Yorke v Lucas* (1984) 158 CLR 661, 667; approved by the Full Court in *Fair Work Ombudsman v Hu* [2019] FCAFC 133, [15].
[58] COM meeting minutes of 2 February 2018.

59. Michael Greenfield, his son, was born on 13 September 1985 and elected Assistant State Secretary of the NSW Divisional Branch and Assistant Secretary of the NSW Union on 2 February 2018.[59]

The background to the criminal charges

60. An independent investigative body, the Trade Union Task Force **(TUTF),** was created following the Royal Commission into Trade Union Governance and Corruption. In NSW, TUTF was a joint operation between the Australian Federal Police and the NSW Police Force.

61. TUTF opened Operation BrownSmith investigating corrupting benefits made by Xiang Feng Lin to officers and employees of the CFMEU, including Darren Greenfield and Michael Greenfield.

Darren Greenfield's criminal charges

62. On 17 September 2021 Darren Greenfield was charged with four counts of receiving a corrupting benefit contrary to s 5360(2) of the FWA. Although there are four separate charges, there are strong similarities between them.[60]

63. Each of the four charges concern Darren Greenfield's receipt of a $5,000 corrupting benefit from Xiang Feng Lin - $20,000 in total. The money was paid directly by Mr Lin to Darren Greenfield in cash on four occasions - 3 November 2018, 6 December 2018, 15 May 2019 and 19 June 2020.

64. Mr Lin owned Lin Betty Building Group - a business which installs plasterboard. His business could be advantaged by entering enterprise bargaining agreements endorsed by the CFMEU; through introductions to builders; or through industrial action on particular sites. Darren Greenfield could provide these kinds of advantages to Mr Lin.

65. The evidence to support the charges comes partly from informants, partly from captured text messages, partly through audio surveillance, and partly through video surveillance. Some of the video surveillance came from cameras installed in Darren Greenfield's union office. The video surveillance shows what appears to be Mr Lin passing cash to Darren Greenfield. There is confirmation of some of the payments through indiscreet text messages sent by Mr Lin before and after the payments were made.

Michael Greenfield's criminal charges

66. On 17 September 2024 Michael Greenfield was charged with two counts of receiving a corrupting benefit contrary to s 5360(2) of the FWA, and one count of making a false declaration contrary to s 25 of the *Oaths Act 1900* (NSW).

[59] COM meeting minutes of 2 February 2018.
[60] This account of the criminal charges is drawn purely from a statement of facts presented by TUTF. That is only one side of the story, but, given that both Greenfields have reserved their defences, it is the only version available. I respect the Greenfields' right to reserve their defence and draw no adverse inference from their doing so.

67. The two counts of receiving a corrupting benefit are similar to those alleged against Darren Greenfield: the payer of the corrupting benefit was Mr Lin; the sums were paid on 26 January 2019 and 15 May 2019; each payment was $5,000 in cash.

68. The false declaration charge relates to a statutory declaration made by Michael Greenfield on 29 October 2018 that Hung Yu Wu was driving a vehicle on 7 August 2018 when it went through a red light. TUTF alleges the statutory declaration was false, and that Michael Greenfield was the actual driver. It is further alleged that Mr Wu's involvement was arranged between Michael Greenfield and Mr Lin.

69. The evidence against Michael Greenfield was acquired in a similar fashion to the evidence against Darren Greenfield.

An observation on the strength, complexity and seriousness of the charges

70. The strength, complexity and seriousness of the charges are relevant in assessing the decision to indemnify the Greenfields, and the amount of money expended in doing so.

71. The cases are strong, simple, and the offences are comparatively minor.

72. The cases against the Greenfields are pending. Mr Lin has pleaded guilty to his role in the offences. Assuming the covert evidence is admissible, the offences may be established. But I acknowledge that this assessment is made without knowledge of the defences to be advanced.

73. The cases against the Greenfields are simple. They cannot be compared with commercial fraud prosecutions. There are seven discrete events, each confined in scope. There are a handful of possible witnesses. It is not a *"documenf'* case. There is no need for financial analysis. There is no need for expert evidence. Assuming the admissibility of the covertly acquired evidence is dealt with before trial, the trial should be short.

74. The offences are not serious. There were six small bribes. The false swearing offence is commonplace. While the charges are important to the Greenfields, objectively, they are reasonably minor criminal matters.

G. THE DECISIONS TO INDEMNIFY

75. There were three decisions by the NSW Divisional Branch to indemnify the Greenfields. The decisions were made at meetings of the COM on 17 September 2021, 20 May 2022, and 19 July 2024 and recorded in meeting minutes of those meetings.

H. THE FIRST RESOLUTION -17 SEPTEMBER 2021

76. At 7am on 17 September 2021 a meeting of the NSW Divisional Branch COM opened.[61] Rita Mallia took the Chair; Rob Kera was present; both Greenfields are recorded as apologies.

[61] It seems that when COM meetings occurred they are concurrently meetings of the NSW Divisional Branch and the NSW Union. There are minutes kept of each meeting, but the terms of those minutes are always - probably inappropriately - identical.

77. The Greenfields were not present because, that same morning, they were at Surry Hills police station being charged with the offences.[62] The non-executive attendees at the COM meeting were aware that the charges were about to be laid, but based upon my conversations with some of them, they were unaware of the details of the offences alleged.

78. The key item on the agenda was titled *"Report in relation to Darren Greenfield and Michael Greenfield".* The minutes record Ms Mallia and Mr Kera as speaking on the subject of *"the foreshadowed charges".* According to the minutes Ms Mallia and Mr Kera told the COM that *"the charges appear to relate to the search warrant executed on the Union's Pyrmont office in November* 2020. *As such the charges would appear to relate to a/legations involving the conduct of the State Secretary and the Assistant State Secretary in the performance of their offices".*[63]

79. If they were the only facts known, drawing an inference of a relationship between the charges and the execution of the Greenfields' duties might be reasonable. It certainly could properly form a basis for the COM to make an initial decision to support the Greenfields. It would, however, be necessary to monitor that decision when further facts became known.

The background to the first resolution

80. Darren Greenfield was closely involved in the formulation of the passage of the first resolution which resulted in him and his son receiving an indemnity from the NSW Divisional Branch.

81. In the invoice issued by Mills Oakley dated 25 November 2021, there is the first recorded contact between Darren Greenfield and Peter Hodges of Mills Oakley on 15 September 2021. Mr Hodges then spoke to the police - presumably, this was making arrangements relating to the charges which were to be laid on 17 September 2021.

82. According to the invoice, after that, Mr Hodges spoke to Ivan Simic, a partner at Taylor & Scott. Then on 16 September 2021, the invoice records *"Telephone conversation with (multiple) Messrs Darren and Michael Greenfield and Mr Simic".*

83. This suggests that Mr Hodges was contacting Taylor & Scott - who were the union's solicitors - on the instructions of Darren Greenfield. The next thing that happened was that, at 4:56pm on 16 September 2021, Tim McCauley, another partner at Taylor & Scott, sent a *"proposed resolution"* to Rita Mallia. Mr Simic was included in this email. Other than the references identified in the invoice from Mills Oakley, I have not located any written instructions to prepare this resolution; it seems reasonable to conclude that someone from the Executive gave those instructions by telephone. It may also be inferred that this was an instruction given at the request or direction of Darren Greenfield or given from Darren Greenfield himself.[64]

84. The terms of that resolution are reproduced in the minutes of the COM meeting. It is clear that Ms Mallia (probably with the backing of the rest of the Executive) had already made up her mind

[62] Michael Greenfield Statement of Facts, [74], [77]-[78]; Darren Greenfield Statement of Facts, [80], [83]-[84].
[63] Given the Greenfields have remained silent on the subject of the charges, it is not clear how Ms Mallia and Mr Kera got this impression.
[64] This is something that I would have been assisted by speaking with Darren Greenfield and Rita Mallia, but I was denied that opportunity.

that the Greenfields would be indemnified. Given the observations made earlier as to the relationship between the Executive and the non-executive members of the COM, it was likely there was no informed debate and little opportunity for dissent.

85. As for the crucial part, the minutes record this:

> *The Committee of Management resolves that the reasonable legal expenses of State Secretary Darren Greenfield and Assistant State Secretary Michael Greenfield will be met by the Branch, including retaining private legal representation and counsel to defend any charges that are laid.*

86. A resolution in those terms is flawed. Although the extent of the indemnity is limited to *"reasonable legal expenses",* there is no mechanism for determining reasonableness. And although, on the information provided to the COM, it *may* have been reasonable to grant the indemnity, there should have been an internal mechanism to allow it to be reconsidered in the event further information was acquired. A carefully drawn resolution of this kind would have inserted a qualification that appropriate information would need to be proffered to the COM by the Greenfields.

87. The resolution is followed by this:

> *In so resolving, the Committee of Management has satisfied itself that: the making of the grant or donation in respect of the legal expenses would be in accordance with the rules of the Union.*

88. The keywords of that notation to the resolution are contained in the reference to *"the grant or donation".* These words were going to come under scrutiny by the auditor.

Payments for legal expenses made under the first resolution

89. It seems the Greenfields retained two law firms to act for them - Mills Oakley and McGirr & Associates.

90. McGirr & Associates appears to have been the original firm involved. The prosecutor's statement of facts records that, at the time they were charged, the Greenfields were accompanied by Paul McGirr of McGirr & Associates.

91. But it appears from the invoicing that Mills Oakley also had carriage of the matter. The first invoice raised by Mills Oakley records discussions between Peter Hodges and the Greenfields on 15 September 2021 - two days before the Greenfields were charged.[65] There were emails and teleconferences between Mills Oakley and Mr McGirr on 15 September 2021.

92. Ordinarily, there would be a formal fees agreement between the Greenfields and their lawyers. It is not clear whether agreements were made here. There is no copy of a fees agreement between the Greenfields and Mills Oakley or between the Greenfields and McGirr & Associates

[65] McGirr & Associates continued to have some role. The invoices from Mills Oakley include, as disbursements, two invoices from McGirr & Associates: 24 November 2021 for $4,840 and 16 April 2024 for $4,880.

kept amongst the union papers.[66] Even if there were no formal fees agreements, there was an obligation cast upon the lawyers to disclose the basis on which their costs were to be calculated.[67] If the Greenfields entered into some kind of agreement, they do not seem to have shared the agreements with the other members of the Executive and the COM. If Rita Mallia or Rob Kera were serious about restricting the indemnity to *"reasonable expenses",* then they should have enquired into the arrangements made by the Greenfields with their lawyers. There is no record of any enquiries being made.

93. Payments totalling $101,798.38 were made by the NSW Divisional Branch to Mills Oakley in the first eight months after the first COM resolution. That was an unusually large amount to incur as legal costs, in such a small case, in such a short time.

94. The way in which these payments were approved and paid was kept within the Executive. Invoices were sent by Mills Oakley to Darren Greenfield. Occasionally, Darren Greenfield sent the invoices directly to the finance manager, Patricia Hamson, for payment. In those instances, he seems to have included the other members of the Executive as recipients. Some of the payments were authorised by the Greenfields themselves.

95. Not one bill was questioned; not one bill was challenged. They appear to have been mostly paid on the same day they were submitted. Any question of reasonableness was abandoned - there is no sign that anyone on the Executive even turned their mind to the question of reasonableness.

96. There is also no record that Ms Mallia or Mr Kera made any enquiries into the detail of the charges which had been laid. If they had made no enquiries, they should have; this was a necessary component of determining whether the NSW Divisional Branch should continue the indemnity. If Ms Mallia or Mr Kera did make the enquiries and were told something by the Greenfields, then they kept that to themselves and did not share it with the non-executive members of the COM.

97. Returning to the Divisional Branch Rules, the indemnification was not expenditure for ordinary purposes, as is provided for under rule 35(e). As such, it required COM approval. Crucially, however, $101,798 in expenditure incurred was not placed before the COM for consideration and ratification. This was a breach of the Divisional Branch Rules. Those involved in the payment of those amounts without COM consideration and ratification probably contravened the duty of care and diligence[68] and to not improperly use their position to gain an advantage[69]. Further, there were no donations or grants reported to the Fair Work Commission during the relevant time period which would have enabled members to be informed of the payments. This kept the payments secret from the members, a matter which came to be of some concern to the Executive in coming months.

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[66] On 13 September 2024 the Administrator asked Mr McGirr of McGirr & Associates to provide *"copies of any third-party payer costs disclosure agreements with the union in relation to your services to Darren and Michael Greenfield"'.* There was no response to that request. This was one of the matters about which I wanted to ask Mr McGirr about, but he declined to attend or respond.

[67] *Legal Profession Uniform Law (NSW),* s 174(1)(a).

[68] *Fair Work (Registered Organisations Act* 2009 (Cth), s 285.

[69] *Fair Work (Registered Organisations Act* 2009 (Cth), s 287.

I. THE SECOND RESOLUTION - 20 MAY 2022

98. Payments under the first COM resolution would have continued indefinitely except for some queries raised by the NSW Divisional Branch's auditor, Michael Mundt from a firm of chartered accountants, Daley Audit.[70]

The auditor's queries

99. On or around 7 April 2022, Mr Mundt raised questions about the resolution to indemnify the Greenfields. Amongst other things, he asked that the law firm acting for the Greenfields *"attempt to identify the potential exposure of the Union in defending these actions - which may have relevance forgrants/donations/KMP reporting disclosures".*[71] Mr Mundt went on to ask *"has there been a limitation placed upon the legal costs that the Union will meet?"* and *"how this is to be disclosed in the financial report(s)?".*

100. Obtaining that kind of information was not only important for the audit, it was (or should have been) important for the NSW Divisional Branch, which needed to know the likely cost so it could make provision for it.

101. The response from the Executive is disconcerting. Rather than just collect the information, Ms Mallia consulted Darren Greenfield. It appears that Darren Greenfield was unhappy with the information being disclosed and Ms Mallia, acting at his direction, raised some pointed questions in effect challenging why the matter should be reported.

102. As Ms Mallia and Darren Greenfield would have known, treating the payment as a grant or donation would mean it would be revealed to the members. Treating it as 'legal expenses' would result in it being rolled into a larger figure in the accounts with members left unaware that the Greenfields were receiving the donation.

103. Ms Mallia did not leave the matter there. Just two hours later, she expressed her own views about the reporting guidelines and that no disclosure was required, and stated *"We may need to have further meeting with Darren and Michael about this and seek further legal advice".* Darren Greenfield was copied into this correspondence.

104. Mr Mundt responded with a detailed email at 11.33am on 8 April 2022, noting that *"based upon our discussions to date, the legal expenses are private in nature"* and Mr Mundt then provided detailed advice as to why the payments and an estimate of the expected cost was required to be disclosed to the Registered Organisations Commission - commonly known as ROC.[72] Mr Mundt advised that this arose from the description of the indemnity as a *"grant or donation"* in the original resolution.

[70] All available information shows Mr Mundt did his job honestly, ethically, and competently.
[71] KMP is an abbreviation of Key Management Personnel. The Greenfields were Key Management Personnel.
[72] The Registered Organisations Commission was a statutory authority responsible for the regulation of trade unions, including the CFMEU. It was set up in 2017 and in 2023 its functions were transferred to the Fair Work Commission. It would be fair to regard most of the trade union movement as sceptical and hostile of ROC.

105. Mr Mundt's advice continued that it was his *"interim"* conclusion that the legal expenses paid for the Greenfields were *"NOT legal expenses of the Union"* and, thus, required separate disclosure. The email ended with Mr Mundt reiterating his request that the Greenfields' lawyers provide *"their formal estimate of future* costs... *to bring the matter to conclusion"* which he identified as *"the extent of the Union's commitment".* He also asked for confirmation that the payments *"are NOT a loan, grant or donation"* or otherwise the payments had to be disclosed to ROG.

The Taylor & Scott advices

106. At 12.23pm on 8 April 2022 Ms Mallia referred the matter to the NSW Divisional Branch's solicitors, Taylor & Scott, for legal advice. Ivan Simic and Tim McCauley looked after the matter.

107. Taylor & Scott provided two letters of advice.[73]

108. Before Taylor & Scott provided their letters of advice they sought counsel's advice.

The Crawshaw advices

109. Taylor & Scott briefed a barrister, Steven Crawshaw SC, to advise. Mr Crawshaw provided two opinions, dated 11 April and 26 April 2022. They were mainly directed at the issue of how the indemnity should be characterised, and if the payments need to be disclosed to ROG.

110. In his first advice Mr Crawshaw concluded that it was open to the NSW Divisional Branch to pass a further motion which *"expressly addresses whether* [the payments] *are to be treated* as *expenses or a grant/donation".* He went on to observe that *"whatever course is chosen"* the detail of the legal costs would still need to be disclosed. This advice was provided upon the incorrect assumption that no payments had yet been made.

111. There was then an exchange between Mr McCauley and Mr Crawshaw. This led to the second advice by Mr Crawshaw.

112. The second advice of Mr Crawshaw corrected some of the assumptions upon which he had relied, but did not advance the legal issues. On the vexing question of whether or not the payment of the Greenfields' legal expenses could be treated as *"management expenses",* Mr Crawshaw said this:

> *I would need more information about the nature of the criminal charges brought against the Greenfields and their connection with union activities to be in a position to advise more definitively* as *a general proposition whether, if payment of the legal expenses were treated* as *expenses, such expenses have been or would be "reasonably incurred by the officer in performing the officer's duties* as *an officer".*

Taylor & Scott's exchanges with Mr Mundt

[73] Both letters are dated 18 May 2022, so it is difficult to distinguish between them. It is possible, however, to discern the order in which they were sent to Ms Mallia and I will call them the first advice and the second advice respectively.

113. Around 12 May 2022 Mr Simic and Mr McCauley met with Mr Mundt. [74] There seems to be confusion regarding the nature and effect of that conversation. According to Mr McCauley, during that conversation there was a discussion regarding whether or not the Greenfields' legal expenses could be treated as management expenses and that Mr Mundt had said that they could provided there was a *"nexus"* between the Greenfields' charges and their work duties. According to Mr Mundt, the word *"nexus"* was raised in the context of assessing whether the payments could be subject to the fringe benefits tax. In the end, the difference probably does not matter because, whatever the origin of the word *"nexus"* it had to be clear it was accounting advice, not legal advice. The responsibility for the legal advice fell to Taylor & Scott.

Taylor & Scott's *first advice*

114. Taylor & Scott's first advice to the NSW Divisional Branch is mainly directed at reporting and disclosure requirements.

115. The opening portion of the letter sets out contestable assumptions of fact which were put to Mr Mundt. For example, Mr Mundt was asked to assume the charges *"are about the conduct of the two officials arising from performing their duties* as *officials of the union"* and *"[t}here appears to be a nexus between the legal expenses and the performance of the officials of their duties* as *officials".*

116. The first advice then goes on to provide guidance on what disclosure is necessary and the language which could be used in making disclosure. If the advice was accepted, ROC would only be told that the Greenfields' charges were *"arising from their employment and the* offices *they held in the Branch"* and *"arise in the course of their duties* as *a union officer".* The Greenfields, significantly, would not be identified by name.

117. Taylor & Scott went on to say that, until they saw the *"Fact Sheets for the Charges",* they were unable to advise whether there was a *"relevant nexus"* between the charges and the Greenfields' duties as officials. That was inconsistent with the assumptions they had provided to Mr Mundt.

118. The first advice also formulated words which meant that the NSW Divisional Branch did not need to disclose the estimate of the potential cost of defending the Greenfields. If the Executive was doing its duty, it should have been interested in that issue, but there is no information to suggest that the Executive ever asked this simple question of either of the law firms representing the Greenfields, or the Greenfields themselves.

Taylor & Scott's *second advice*

119. Taylor & Scott's second advice is directed at whether there was a justifiable basis for the NSW Divisional Branch to indemnify the Greenfields.

[74] In an email to Mr Simic and Mr McCauley dated 12 May 2022, Mr Mundt refers to *"our recent meeting";* in Taylor & Scott's first advice there is a reference to a meeting with Mr Mundt.

120. The second advice was given on the premise that the legal test was whether there was a *"nexus between the charges brought and the performance by the Assistant Secretary and the Secretary of their duties as officials and employees of the Divisional Branch".*

121. Taylor & Scott answered that question in the affirmative, the effect of which seems to be that the Greenfields' legal expenses could be treated as litigation expenses of the NSW Divisional Branch.

Were the Taylor & Scott advices correct?

122. In my view the advice given to the NSW Divisional Branch was wrong.

123. The question was not whether what the Greenfields were doing had some connexion with their duties, the question was whether the COM had the *power* to give the Greenfields the indemnity. That power had to derive from the union rules.

124. If there was power, then the COM had to ask itself whether giving an unlimited indemnity to the Greenfields was in the best interests of the union and in the best interests of the members of the union. It seems that no-one - neither the lawyers nor the Executive - turned their minds to this.[75]

The passing of the resolution

125. There are minutes of a COM meeting on 20 May 2022. The meeting opened at 7am. Rita Mallia took the Chair. Rob Kera and both Greenfields are recorded as attending, but the Greenfields appear to have left the room when the relevant matter was discussed.

126. A part of the meeting was devoted to *"Legal Matters".* Ms Mallia is recorded as telling the COM that there was a need to *"seek clarity ... to ensure proper compliance with Registered Organisation Commission reporting requirements".* Ms Mallia then referred to the advice from Taylor & Scott and told the COM:

> *The advice clarified that as long as there is a nexus between legal costs in defending the charges and their duties as Union Officers that it is a necessary expense of the union in defending its Officials. The advice further supported the conclusion that such a nexus exists.*

127. It is not clear if non-executive members of the COM were given access to the actual advices by Taylor & Scott, but if they were, it would only have been on the morning of the meeting or during the meeting.[76]

128. A second resolution then passed:

> *The Committee of Management further resolves that it is necessary to meet this expenditure on reasonable costs to defend and protect employees and democratically elected officials performing their duties for the Union ... and as such, the payment has not constituted and is not a grant or donation to either individual Official.*

[75] The question regarding a *"nexus"* with the duties of the Greenfields was not irrelevant; it was a subsidiary issue to be considered only after the correct questions had been asked and answered. The factual determination as to whether soliciting or receiving corrupting benefits could *ever* be within the duties of an official is a controversial one. I asked Mr Mundt whether he would have formed the view that such could provide a basis for a *"nexus"* with official duties, and he responded, *"No way!"*.

[76] The advices were dated 18 May 2022 and the meeting opened at 7am on 20 May 2022.

129. The resolution extracted above had been drafted by Tim McCauley. At 9:19am on 19 May 2022, Mr McCauley had sent an email to Ms Mallia recommending a form of proposed resolution to be placed before the COM. The actual resolution passed was very nearly identical, with only irrelevant differences, and picking up and repeating some of the typographical and grammatical errors contained in Mr McCauley's draft.

Payments for legal expenses made under the second resolution

130. Payment of the Greenfields' legal expenses continued under the second resolution in a manner similar to the way they were paid under the first resolution - every few months Mills Oakley would raise an invoice; it would then be passed on to some member of the Executive and rubber stamped for payment.

131. There is no sign that the legal fees were ever referred for an assessment as to whether they were reasonable or necessary. There is no sign that the accumulating legal fees were tallied. There is no sign the COM was told or warned of the size of the payments. I spoke to several non-executive members of the COM and *none* of them were told about the spending or the rate of spending. There is no sign that the general members of the NSW Divisional Branch were told the payments were even being made.

132. This is problematic because the fees were extraordinary.

J. LEGAL FEES PAID TO MILLS OAKLEY

133. Large sums were paid to Mills Oakley for the Greenfields' legal expenses under the first and second resolutions - in total, around $895,000.

134. That is an astonishing sum of money to be spent on a defence of charges of this kind.

135. Mills Oakley's first invoice was delivered on 25 November 2021; its final on 16 August 2024. All were paid, in full, without question, within days:

Date	Amount
25.11.21	$13,555.30
16.03.22	$44,289.71
17.05.22	$43,953.37
29.06.22	$56,790.66
19.08.22	$23,900.97
09.11.22	$48,166.50
07.02.23	$61,859.94
27.04.23	$218,917.54
06.06.23	$49,856.24
04.08.23	$4,135.89
27.09.23	$32,531.14
27.09.23	$28,233.33
06.10.23	$10,972.50
16.11.23	$18,686.13
28.11.23	$123,436.27
18.03.24	$18,836.14
09.05.24	$18,097.98

11.06.24	$11,019.76
02.07.24	$33,158.81
16.08.24	$35,111.55

136. When I informed non-executive members of the COM that nearly $900,000 of union money had been spent on the Greenfields' legal fees the reaction was striking. There was a mixture of shock and anger. Some colourful language was deployed.

Mill Oakley's services

137. I have examined the invoices raised by Mills Oakley. My experience as a barrister enables me to comment upon overcharging or overservicing. I was troubled by what I saw in the Mills Oakley invoices. There does seem to be an unusually intense amount of servicing on matters which are at the very edge of the substance of the Greenfields' defence. I was troubled by the fact that three barristers were retained. The matter had not progressed far at all. The size of the fees makes me concerned about overcharging. At the very least, this issue needs to be examined.

138. As pointed out earlier, the records of the NSW Divisional Branch do not appear to include any copy of a fees agreement and cost disclosure between the Greenfields and any of their lawyers. Fees agreements and cost disclosures are heavily regulated and there are consequences if a fees agreement or a cost disclosure does not comply with statutory requirements, including the lawyers not being entitled to all of its costs.[77] This issue, too, needs to be examined.

139. No one amongst the Executive showed any interest in this matter, so Mills Oakley's fees have never been reviewed. These were union funds. The money belonged to the members, not to the Executive or to the Greenfields. I recommend that these fees be placed under review by obtaining an assessment from an appropriately qualified person skilled in these matters. In a sense, I am asking the Administrator to undertake a task of determining whether the legal expenses were reasonable - a task which should have been undertaken, at a much earlier time, by the Executive.

RECOMMENDATION ONE:

The invoices raised by Mills Oakley in Re: Advice in respect of Operation BrownSmith Prosecution be referred to a costs assessor for advice as to whether the legal expenses were reasonable and whether they remain enforceable.

K. THE THIRD RESOLUTION -THE $3 MILLION PAYMENT TO McGIRR & ASSOCIATES

The threat of administration

140. On 13 July 2024 an article was published making serious allegations of crime and corruption in the CFMEU. The articles and the allegations grew, and became known as, *"the Building Bad"*

[77] *Legal Professional Uniform Law (NSW),* Part 4.3.

series. The NSW Divisional Branch, and Darren Greenfield in particular, were caught up in the swirl of these allegations.

141. The fallout from the Building Bad series included calls for political solutions, even going so far as to call for the deregistration of the CFMEU.

142. On 17 July 2024 the General Manager of the Fair Work Commission, Murray Furlong, issued a statement expressing his *"concern about the alleged conduct and commentary that organised crime has infiltrated several state branches of the [Construction and General] Division."* Mr Furlong went on to say he was *"seeking advice on making an application to the Federal Court under s. 323 of the [Registered Organisations] Act."*

143. The provision to which Mr Furlong referred permits the Federal Court to make an order reconstituting a union or a branch of a union.

144. At this point the Executive of the NSW Divisional Branch was aware that it was likely that the Branch would be reconstituted. One method available would be for the removal of the Executive and its replacement with an administrator.

The Executive steps in

145. Immediately after it was announced that the Fair Work Commission was considering reconstituting the CFMEU, the Executive moved to take two protective measures. The *first* was to secure over $3,000,000 of NSW Divisional Branch money to cover all future legal expenses which might be incurred by the Greenfields in their defence. The *second* was to secure $500,000 to be in a position to defend any proceedings brought by the Fair Work Commission.[78]

146. In each instance the money was to be paid into the trust account of a law firm. The idea was, at least ostensibly, to attempt to place the money beyond the control of an incoming administrator, protecting it so that it could be used for its designated purpose. There may have been some other purpose - I base this upon the extraordinary amount of money put aside for the Greenfields' defence: it seems as though it was intended there would be money left over.

147. It is remarkable that, at this time of apparent crisis, the Greenfields were receiving this kind of specifically preferential treatment. In the order in which the decisions were made, the Greenfields' interests came before the interests of saving the CFMEU. The sums involved are telling as well: $500,000 set aside to save the CFMEU; six times that much was set aside to defend the Greenfields.

148. It gets worse: there is no doubt that each of the Greenfields were involved in making the decisions which would confer a massive benefit upon themselves. Rita Mallia and Rob Kera were complicit in that. It is clear that the Greenfields' interests were being protected and placed ahead of and before the interests of the ordinary membership.

[78] The money was paid based upon a brief estimate drawn up by Taylor & Scott and the $500,000 was returned upon commencement of the administration.

Preparation for the third resolution - the fees estimate

149. It appears that from the moment the reconstitution was foreshadowed, the Executive - principally through Rita Mallia - sought an estimate of the future fees of the Greenfields' defence. There is an irony in this sudden burst of interest of the Executive in the future cost of the defence: Mr Mundt had been asking for that since April 2022 and the Executive had been resisting providing the information for more than two years. But now it had become urgent for a different reason.

150. Two law firms became involved - Mills Oakley and McGirr & Associates. It is necessary to examine their roles separately.

Mills Oakley's involvement

151. It is clear from the Mills Oakley invoices that Mr Hodges had been requested by Ms Mallia to provide an estimate of fees for the defence.

152. On 17 July 2024 an associate at Mills Oakley emailed counsel seeking information regarding their fees and prepared a *"summary of anticipated fees to provide to the CFMEU".* The same associate then conferred with Mr Hodges regarding *"defence fees".*

153. On 18 July 2024 the same associate billed for *"Further revise costs estimate to accompany resolution".* Shortly after that Mr Hodges conferred with Ms Mallia.7[9]

154. The fact that Mr Hodges was providing an estimate was made known to Taylor & Scott. At 5.01pm on 18 July 2024 Tim McCauley sent an email to Ms Mallia attaching *"a resolution re the legal fees put together by Peter"* and suggesting to her that she should provide the COM with a *"copy of the estimate of legal costs provided by Peter".*[80]

155. Something then occurred so that Mr Hodges' fees estimate was no longer to be relied upon by Ms Mallia.[81] Instead, a fees estimate was received from Paul McGirr of McGirr & Associates.

156. I am very troubled by this episode because, as will be seen, I make findings seriously adverse to Mr McGirr on the basis that it was he who prepared the fees estimate. In fact, I have some doubts whether that is so. There were surrounding facts - which I will explain in a postscript to this report - which suggest that the fees estimate prepared by Mr Hodges was provided to Mr McGirr and he then used it, or at least adapted it, and supplied it to Rita Mallia.

Paul McGirr's estimate

[79] There is a calendar entry in Ms Mallia's diary for a meeting on 17 July 2024 with Peter Hodges at the office at Mills Oakley between 11.30am and 12pm.
[80] Mr McCauley's email was copied to Peter Hodges and Ivan Simic.
[81] I would have liked to ask the members of the Executive about this change, but they did not co-operate.

157. What follows proceeds on the basis that the fees estimate on the letterhead of McGirr & Associates was actually prepared by Mr McGirr. As I have already said, I have some doubts that is so, but I will proceed on that basis.

158. It seems that as late as the afternoon of 18 July 2024 Ms Mallia still intended to use the estimate provided by Peter Hodges at Mills Oakley.[82] Something then changed and, instead, another estimate was sought from Paul McGirr. It is not clear why or exactly when this happened.[83]

159. At 5.04pm on 18 July 2024 Mr McGirr emailed a letter to Ms Mallia described as a *"Costs Estimate"*. The retainer to provide this fees estimate was between Ms Mallia on behalf of the NSW Divisional Branch and McGirr & Associates. This is confirmed from the manner in which Mr McGirr addressed his letter to Ms Mallia - it was to *"Rita Mallia President CFMEU"*.

160. The speed with which Mr McGirr was able to respond to the request casts doubt over the whole process. Mr McGirr had only peripheral contact with the Greenfields' defence. It is hard to understand how, given the complexity Mr McGirr foresaw in the matter, Mr McGirr could possibly have mastered the relevant facts to make such an important assessment on such short notice.

161. I have examined Mr McGirr's estimate. I have forty years' experience in litigation. I have prepared countless costs agreements of my own and seen many prepared by other lawyers. As counsel I have done a dozen or so cases on the subject of overcharging by solicitors, including two or three in the NSW Court of Appeal. When I read Mr McGirr's estimate I thought it was grossly exaggerated. I will explain why.

162. Mr McGirr estimated that the total expenses would be $3,150,969.50.[84] That alone is extraordinary: the amount is extremely high for the defence of some simple and minor criminal charges. It needs to be kept in mind that nearly $900,000 had already been spent by the NSW Divisional Branch - if Mr McGirr was correct, the members of the NSW Divisional Branch were spending over $4,000,000 on defending the Greenfields from these minor offences. This was obviously an important matter for the Executive, the COM and the general membership, yet the estimate is less than three pages. There is little detail. It mainly consists of purely speculative estimates. These are some of its features:

    (a) Mr McGirr says that court time would involve two to four days for mentions; five days for a s 82 hearing; eight days of pre-trial legal arguments; 20 days for the trial; and two to four days for sentencing. That is a total of around forty days in court. Each step in that seems exaggerated to me.

    (b) It is said that out of court time would involve eight to 10 days of preparation for the s 82 hearing; another 20 days for the trial; and one to three days for the sentencing. That is around another 32 days of out of court time - again, grossly overstated.

[82] This can be inferred from Mr McCauley's email to Ms Mallia at 5.01pm on 18 July 2018-see above.
[83] I asked Ms Mallia a specific question on this, but she declined to answer.
[84] The precision of that figure is striking. Usually a lawyer would estimate fees in a range, and always round figures off.

(c) But even assuming that to be a fair guess, there are problems: it suggests that all of the legal work can be carried out in 72 days - but that part of the estimate does not match up with other parts; for example, the estimate then allows for some of the barristers and solicitors to be engaged for far more than 72 days.

{d) Mr McGirr suggests three counsel be retained. It is not reasonable to retain three barristers. A senior junior alone would be sufficient - this is not a complex or serious case. Mr McGirr says that he spoke to counsel and they told him how much time they would need. According to Mr McGirr, the senior counsel said he should be allowed 90 days; the senior junior wanted another 90 days; and the junior wanted 100 days for the case. Remarkably, each is seeking substantially more than the 72 days calculated by Mr McGirr. And the overall allowance is ridiculous - collectively the barristers would be engaged for 280 days.

(e) And then there are the solicitors. Mr McGirr said he would be working on the matter for 50 days. Special counsel would be on the case for 70 days.[85] An associate would be engaged for 85 days. A paralegal would be working on the matter for 90 days. It is hard to reconcile this with Mr McGirr's estimate of 72 days to deal with the matter. And if his estimate is correct, Mr McGirr and his staff would be fully engaged for 295 days between them.

(f) The estimate means that, on nearly all of the days spent working on the matter, there would be seven lawyers engaged, all working at once. That, based upon my experience, is quite ridiculous.

163. I did not think it appropriate to rely only upon my opinion, so I consulted an expert litigator with over 30 years' experience in criminal law. The expert has a speciality in corruption and white-collar crime.

164. The expert described Mr McGirr's estimate as *"grossly excessive"* and said virtually every aspect of the estimate was *"over the top".* The expert made these points:

(a) The criminal charges were neither complicated nor serious. It was not like a fraud case or a white-collar crime case. There are very few documents involved.

(b) The four week estimate for a trial was too long; five days for the committal was too long; eight days for pre-trial arguments was much longer than typical.

(c) Briefing three counsel was excessive; the time allowed for the counsel was excessive. The time allowed for the solicitors' work was similarly overstated. The hourly rates for the solicitors and paralegal were all at or above the highest end of the range.

{d) Taking these matters into account, the $3,000,000 estimate was between five and ten times the appropriate estimate.

[85] This is despite there being no person identified on the letter head as special counsel.

165. The expert was also troubled that the whole $3,000,000 would be paid at once - a matter which the expert described as *"extraordinary"* and that he had *"never seen it in his entire career".* He explained that, while it is the usual practice to obtain funds in advance of criminal defence work, the payments come in tranches, never all at once.

166. I find Mr McGirr's estimate troubling. It is so exaggerated that it could not be a genuine attempt to provide the NSW Divisional Branch with guidance. Mr McGirr knew why he was being asked for the estimate - he concluded his letter this way:

> *Please pay* us *the* sum *of $3,150,969.50 which we will hold in trust on account of our* costs *and disbursements* as *disclosed above.*

167. Securing a retainer of this kind was a benefit to Mr McGirr's firm. There would have been substantial profit margins in the estimated fees. If this fee estimate truly came from Mr McGirr, then the larger the estimate, the larger the benefit to McGirr & Associates.

168. In my opinion, Mr McGirr was motivated partly for his own benefit, and partly because an inflated estimate is probably what the Greenfields and Rita Mallia wanted. I do not accept it was a proper estimate. I asked the expert for his opinion - he said that he was *"suspicious of it not being genuine".*

169. Mr McGirr's estimate was obviously hopeless, but even if it looked impressive on its face (it did not), the amount of money involved meant that the Executive was bound, as a matter of prudence to get a second opinion. The COM was entitled to be given options. It is hard to understand why Peter Hodges' estimate was not also given to the COM. Yet the Executive did not do this. Instead, the Executive decided that Mr McGirr's estimate - and his estimate alone - should be placed before the COM.

170. The Executive had only received the estimate at 5.04pm on 18 July 2024, but in the short time they held it, the Executive decided this was a proper basis for withdrawing over $3,000,000 from members' funds.

19 July 2024- the COM meeting and the third resolution

171. There are minutes of a meeting of the COM on 19 July 2024. The meeting opened at 9.40am and Rita Mallia took the chair. Both Greenfields and Rob Kera attended.

172. One of the items discussed was titled "Issues *relating to CFMEU Branch and Darren Greenfield and Michael Greenfield".*

173. Remarkably, both Greenfields remained in the meeting when this issue was raised and even participated in the discussion. The minutes record that Darren Greenfield *"briefly addressed the meeting in respect of the matters that have played out in the media this week".* He told the meeting that he and Michael Greenfield maintained their innocence and intended to *"fight"* the cases.

174. Given his interest in the outcome and his position in the NSW Divisional Branch, it was grossly inappropriate for Darren Greenfield to speak to the COM. There is a record that Darren

Greenfield even lectured the COM on their obligation to discharge their fiduciary duty - ironic, given he was breaching his own fiduciary duty while speaking on the subject.[86]

175. The non-executive members of the COM then requested the Executive leave the meeting. On the face of it, this might look as though the COM was free to come to its own decision. But that is not true: I have been told by members of the COM who were at that meeting that the feeling was that there was no freedom to debate, much less a freedom to dissent.

176. Even though the minutes say "a *long and detailed discussion"* ensued, the truth is that the result of the meeting was settled before it started. Before they left the room, the Executive *gave* the non-executive members of the COM a piece of paper with the resolution already printed on it. The terms of that resolution had been sent to Rita Mallia by Tim McCauley in an email at 5pm on 18 July 2024 in which Mr McCauley said: *"Attached is a resolution re the legal fees put together by Peter, with my amendments to take account of some of the auditor's comments from recent years."*[87] The resolution drawn by Mr McCauley is reproduced precisely in the minutes of the COM meeting, right down to the detail of the repetition of a typographical error.

177. The reality is that the resolution was presented to the COM by the Executive as a *fait accompli.*

The $3 million payment is made

178. At 3.13pm on 19 July 2024 Rita Mallia sent an email to the NSW Divisional Branch finance manager, Patricia Hamson, asking for the transfer to be made. A copy of the minutes of the COM meeting was attached. At 4.20pm $2,700,000 was transferred from an account titled CFMEU NSW Branch Construction and General Division into an account titled CFMEU NSW No.2 Account. At 4.29pm $3,150,969.50 was transferred from the No. 2 Account to the McGirr & Associates trust account.

179. The basis upon which the money was paid, and the legal position in respect of how the money was held, is not at all clear. It seems as though, in the haste to complete the process, this was not even considered.

180. It is not even clear who Mr McGirr thought was his client. In his letter providing the estimate, Mr McGirr addressed Rita Mallia in her capacity as the President of the CFMEU. On the face of it the CFMEU was his client - or, more probably, the NSW Divisional Branch was his client. The letter, however, was addressed regarding the Greenfields and their criminal charges. Maybe Mr McGirr thought that the Greenfields were his clients.

181. In making the payment, the NSW Divisional Branch was accepting the terms of the estimate and the letter providing the estimate described the payment as follows: *"Please pay us the sum of $3,150,969.50 which we will hold in trust on account of our costs and disbursements as disclosed above."* Earlier in the letter, Mr McGirr described the purpose of the estimate as *"the anticipated*

[86] There are handwritten minutes of the meeting taken by Denis McNamara. The notes include this reference to *"Fiduciary duties of COM members distributed and read out by [Denis McNamara]".* This is a reference to another document which had been prepared by Taylor & Scott. I attempted to meet with Denis McNamara, but he said he was taking legal advice and that I would hear from the lawyers soon. I had not heard from the lawyers by the time this report was finalised.

[87] *"Peter"* is Peter Hodges from Mills Oakley.

costs that will be incurred by both Counsel and solicitors in defending Darren and Michael until finalisation of the matter".

182. On the face of those assertions, it would seem that the money was placed by the NSW Divisional Branch into a trust account to be held on trust for the purpose of paying the Greenfields' legal expenses. But that leaves open a question as to whether it was the NSW Divisional Branch or the Greenfields who controlled the allocation of the funds in the trust account. It might have been the NSW Divisional Branch; it might have been the Greenfields. There are two invoices which were paid after the trust fund had been created - one was to McGirr & Associates and one was to Mills Oakley. In both instances, it seems to have been assumed by the lawyers involved that approval had to be obtained from Ms Mallia, presumably in her capacity as President of the NSW Divisional Branch.[88]

183. This kind of careless legal work could lead to complications, and could have led to an assertion by the Greenfields that the money was, in law, their money.

184. As it turns out, most of the funds were returned shortly after the Administrator was appointed.

Further concerns regarding the lawyers

185. Earlier it was observed that the Greenfields appeared to have two law firms acting for them. The billing which occurred after the $3.1 million was deposited in McGirr & Associates' trust account seems to confirm that this was the case.

186. In his invoice dated 16 August 2024, Mr McGirr charges for *"all work since 17 April 2024",* and this includes work in relation to the *"committal proceedings at the Downing Centre",* conferences with Peter Hodges, and some role in relation to a *"public interest immunity argument".* Mills Oakley were also charging for that same work.

187. Ordinarily it would be thought when McGirr & Associates gave the estimate (which included the charge out rates for its own staff) that McGirr & Associates had taken over carriage of the matter. This does not appear to be so. The invoice of Mills Oakley dated 16 August 2024 records substantial work being done by Mills Oakley in a manner similar to the way it was carried out before Mr McGirr received $3.1 million in trust. It seems as though Mills Oakley continued to have principal carriage of the matter for the Greenfields.

L. THE RECOVERY OF (MOST OF) THE $3 MILLION

188. The Administration was introduced by statute and commenced on 23 August 2024.

189. On 27 August 2024 Paul McGirr wrote to the National Secretary of the CFMEU, Zach Smith asking for confirmation *"that the funds previously provided by the CFMEU to our firm's trust account remain allocated for the use of the Greenfields' reasonable defence costs and*

[88] Arrangements of this kind may be permitted under the *Legal Profession Uniform Law,* but there is no evidence of arrangements of this kind were made or even considered, and if so, whether the relevant professional obligations for such an arrangement were complied with by the lawyers.

expenses." It is not clear why Mr McGirr, who was acting for the Greenfields, now thought that Mr Smith was his client or controlled the funds.

190. On 9 September 2024 the Administrator, Mark Irving KC, wrote to Mr McGirr stopping further payments from the trust account and asking for an account of the use of the money.

191. On 11 September 2024 Mr McGirr advised that two payments, totalling $43,911.55, had been made from the trust account. One was for $33,111.55 paid to Mills Oakley on 19 August 2024 *"on account of disbursements incurred in the Court Proceedings".* The other, for $8,800, was transferred to the general account of McGirr & Associates on 20 August 2024 *"on account of the professional fees of McGirr & Associates in the Court Proceedings".*

192. On 13 September 2024 Mr Irving requested the return of the whole sum transferred, including the $43,911.55. On 19 September 2024, $3,107,057.95 was transferred by McGirr & Associates to one of the NSW Divisional Branch's accounts.

193. The $43,911.55 remains outstanding.

M. CONTRAVENTIONS OF STATUTORY DUTIES

194. In my opinion there have been multiple contraventions of statutory duties by each of the members of the Executive - Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield.

195. In arriving at this conclusion, I have kept steadily in mind the observations made by Justice Logan in *FWC v Smyth*[89] that the actions of the Executive and the COM, the considerations which they took into account, and the decisions at which they arrived, are not to be judged by some external standard unrelated to the industrial and political environment in which they were operating. Instead, the actions of the Executive and the COM are to be tested by reference to appropriate union-minded intentions and objectives.

196. Even taking account of the observations of Justice Logan, there were steps taken by the Executive which were indefensible, and clearly in contravention of their statutory duties.

The original decision to indemnify

197. In the way in which it was cast, the first resolution was probably within power and justifiable (as it was originally expressed), as a *"gift or donation".* That power derived from a combination of the union objects which appear in the National Rules and rules 35(c), 40(4)(a), 42(c) and 42(s) of the Divisional Branch Rules.

198. But just because there was power to make the decision does not mean that it was in the best interests of the NSW Divisional Branch to do so.

199. The NSW Divisional Branch could have passed a resolution supporting the Greenfields without a promise to pay the reasonable legal expenses of the Greenfields. There was no urgency to the payment of the Greenfields' legal expenses. As far as the materials disclose, there is no

[89] [2024] FCA 304.

apparent reason why a decision indemnifying legal costs had to be made on the same day the Greenfields were charged. Had there been a desire to indemnify the reasonable legal expenses of the Greenfields, a reasonable person in the position of the Executive exercising care and diligence would have made some proper inquiries into the precise nature of the charges, the anticipated legal fees, the anticipated time for the resolution of the criminal proceedings, the NSW Divisional Branch's financial position, and what financial liability it could accept.

200. However, taking into account the industrial and political environment, and excusing what might have been an overreaction made in the heat of the moment, I do not make findings that the original decision to indemnify constituted a contravention of the Registered Organisations Act. That is not to say the original decision was wise or warranted.

The second resolution

201. Similarly, I am not inclined to make a finding of a contravention in respect of the circumstances leading to the passage of the second resolution. In this respect I am relying heavily on the observations of Justice Logan.

202. The purpose behind the second resolution is transparent: it was designed to protect the fact of the payment of the legal expenses from disclosure to ROC and from disclosure in the NSW Divisional Branch's accounts.[90] The first aspect of this purpose is one which is explained from the deep-seated hostility of the union movement generally, and the CFMEU specifically, to the ROC. It seemed to be mainstream union thinking that if compliance with ROC requirements could be avoided, then they should be avoided.

203. The other aspect of this is more troubling, because it also seems plain that by taking the measures which it did, the form of the resolution proposed by the Executive to the COM also had an effect of concealing the payments from the ordinary membership.

204. I have taken into account that the Executive took legal advice on this matter. And while I have disagreed with the substance of that advice, that does not mean that it was unreasonable for the Executive to rely upon it. There is a real question as to whether there was a power available to pass the resolution, but that depends upon whether the payments are regarded as the expenses of management. Taylor & Scott emphatically told the Executive that it was because of their view regarding the significance of the *"nexus".* The actual form of the resolution which was passed was one drawn up for the Executive by the lawyers.

205. Once all these factors are taken into account, and even though the matter is borderline, I am not willing to make a finding of a contravention based upon the terms of the second resolution or the fact that the resolution was carried.

206. That does not mean that all of the payments made under either of the resolutions did not independently constitute contraventions.

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[90] In fact, the purpose was the opposite of Rita Mallia's representation to the COM: she told the COM that it was necessary *"to ensure proper compliance with Registered Organisation Commission reporting requirements";* the reality is the resolution was proposed to defeat ROG reporting requirements.

The payments made under the first and second resolutions

207. Even if the first and second resolutions were justifiable exercises of power, the way in which the Executive dealt with the matter clearly involved contraventions of their statutory duties. The matter upon which I am focussed is the payment of nearly $900,000 for legal expenses in under three years. This was members' money and it should have been kept under careful control.

208. Neither resolution under which the payments were made was expressed in the terms of an absolute indemnity; the indemnity was always limited by reference to *"reasonable legal expenses".* As discussed earlier, there was no effort made to determine whether the legal expenses incurred were reasonable or not.[91]

209. Under r 24A of the National Rules, there was a continuing obligation that union funds only *"be expended for legitimate union business".* That meant that each payment made under the indemnity had to be judged by reference to whether it was in the best interests of the union, and the best interests of the membership.

210. This was not just a breach of the rules. The conduct of the Executive was such that it concealed from the COM the true position in respect of the spending. That is especially serious when two of the members of the Executive were benefiting from the concealment. The reaction of non-executive members of the COM when I revealed to them that $900,000 had been spent suggests that, had they known, they would have reviewed and probably terminated the payments.

211. It is not even clear now whether the members of the Executive themselves were aware exactly how much was being spent. It seems different members of the Executive approved different invoices. No cumulative tally seems to have been kept. There was no rigour, no checking, no care.

The statutory contraventions

212. There were two aspects to the contraventions by the Executive in relation to the payments made under the first and second resolutions. The first was the failure to control the payments by testing the reasonableness of the invoices. The second was the failure to keep the COM informed as to the rate of spending, and the accumulated costs, and the anticipated future costs.

213. These matters, both independently and in combination, constituted contraventions of s 285, s 286, and s 287 of the Registered Organisations Act.

214. As to s 285 the conduct of the Executive demonstrated a complete absence of care or diligence. The invoices rendered were paid almost immediately and there was no checking or challenge. The invoices themselves carried advice as to how that could have been done. Instead, the legal

[91] The mere fact that there were two law firms engaged to do the same work suggests that the legal expenses incurred were not reasonable.

costs were allowed to mount to $900,000 in the absence of review by the COM. It is not even clear that the members of the Executive turned their mind to the accumulated costs.[92]

215. As to s 286 and the duty of good faith, there was undoubtedly a contravention because good faith requires that the powers be exercised in what was believed to be the best interests of the organisation. It is inconceivable that failing to evaluate the legal expenses by reference to their reasonableness could discharge that duty. It is equally inconceivable that keeping the accumulated costs a secret from the COM, and failing to inquire as to the total costs to be expended, was in the best interests of the organisation. Good faith also requires avoiding conflict between the decision-making and personal interests - which was obviously breached by both Greenfields.

216. As to s 287, the duty not to misuse a position was plainly contravened by each of Darren Greenfield and Michael Greenfield. They were using their place on the Executive improperly to gain an advantage for themselves. They even personally approved some of Mills Oakley's invoices charged to them to be paid by the NSW Divisional Branch.

217. I am also of the view that each of the above contraventions should be characterised as *"serious"* for the purposes of the civil penalty which can be imposed. In each instance the contravention was one which involved a great deal of members' funds. It also had the impact of neutering the role of the Committee of Management - which should have been regarded as the apex body protecting the interests of the membership. In the case of the Greenfields it was additionally serious because it involved personal gain.

The third resolution

218. There were further statutory contraventions by each of Rita Mallia, Darren Greenfield, Rob Kera, and Michael Greenfield in respect of their role in proposing and securing the passage of the third resolution.

219. Even if the payment of a union member's legal expenses could, in certain circumstances, be supported by the rules, it could *never* be justified to pay those fees in the way in which they were paid here. By recommending or making the payment on the basis of the single estimate obtained from Mr McGirr was reckless - there was no checking to see whether the estimate was reasonable or not. Had it been checked, it would have been identified as unreasonable. Even the fact that it was an estimate made by Mr McGirr - who from the Executive's perspective had little previous involvement in the Greenfields' defences - was reckless. By making the payment, any chance of having the fees restricted to *"reasonable legal expenses"* was foregone.[93] A large

[92] I have considered whether s 285(2) could excuse a member of the Executive from a contravention, but I am satisfied it is not available to them. In the case of Rita Mallia and Rob Kera I do not accept that in failing to monitor the legal expenses they could have rationally believed their actions were in the best interests of the organisation: s 285(2)(d). That could also be said in respect of the Greenfields, and in addition they would be denied the excuse under s 285(2) because each had a *"material personal* interest" in the matter: s 285(2)(b).

[93] Who would have the standing to challenge the reasonableness of the bills? This raises the same legal problem addressed earlier.

proportion of the cash available to the NSW Divisional Branch was tied up, indefinitely, in circumstances over which the COM would have no control.[94]

220. There were specific breaches by the Greenfields by participating at the meeting at which this payment was to be approved. As mentioned earlier, Darren Greenfield should not have attended the meeting, much less addressed the non-executive members of the COM as to their fiduciary duties. Michael Greenfield was present in the room while that was occurring. It is true that the Executive left the room before the vote was taken, but by that time the breach had occurred. Making the Greenfields leave the room just after Darren Greenfield had claimed his innocence, was merely window dressing.

The statutory contraventions

221. As to s 285 and the duty of care and diligence, the actions of each of the members of the Executive were woefully short of what would be expected of a reasonable person in their position. As far as the materials disclose, the Executive did not consider the reasonableness of the estimate, or the financial impact on the NSW Divisional Branch in making such a significant upfront payment. The way in which the trust was formalised was not thought through or adequately documented. Tying up an important part of the funds available to the NSW Divisional Branch for an indeterminate period was financially foolish - the money could have remained invested and earning interest.[95]

222. As to s 286, the duty of good faith required the members of the Executive to focus on the *"best interests"* of the NSW Divisional Branch. If that had been done, the decision would never have been made. It does not appear that the Executive paid any attention to the best interests of the NSW Divisional Branch; they focussed only on the best interests of the Greenfields. The Greenfields' conflict in this respect is another aspect of their serious contravention of their duty of good faith.

223. As to s 287, the Greenfields obviously breached their duty not to use their office to gain an advantage when they put forward a resolution which, if passed, would provide them with a massive benefit.

224. There is no doubt in my mind that these matters were of a character such as to be *"serious"* for the purposes of imposing a civil penalty.

[94] Of course, this again raises the legal issue over who had the actual control over the money.
[95] The potential excuse available under s 285(2) is not available to the members of the Executive for the same reasons put forward earlier.

RECOMMENDATION TWO:

Rita Mallia, Darren Greenfield, Rob Kera and Michael Greenfield should be subject to civil penalty proceedings for serious contraventions of their civil obligations under s 285 and s 286 of the Registered Organisations Act upon the basis that they:

(a) *failed to consider the reasonableness of the Greenfields' legal expenses;*

{b) *failed to inform the COM as to the spending on the Greenfields' legal expenses; and*

(c) *facilitated the payment of $3,150,969.50 into the trust account of McGirr & Associates.*

RECOMMENDATION THREE:

In addition, Darren Greenfield and Michael Greenfield should be subject to civil penalty proceedings for serious contraventions of their civil obligations under s 287 of the Registered Organisations Act upon the basis that they:

(a) failed to consider the reasonableness of the Greenfields' legal expenses;

(b) failed to inform the COM as to the spending on the Greenfields' legal expenses;

(c) failed to remove themselves from the decision-making processes; and

(d) facilitated the payment of $3,150,969.50 into the trust account of McGirr & Associates.

Criminal contraventions

225. I have thought carefully as to whether the conduct of the members of the Executive crossed that line which would make their contraventions subject to a criminal penalty, rather than a civil penalty. In the end, I have concluded - with some hesitation - that the conduct of Rita Mallia, Rob Kera and Michael Greenfield did not cross that line. That conclusion in respect of Michael Greenfield is one I hold with considerable reticence.

226. It is different for Darren Greenfield. I am of the view that his conduct disclosed intentional dishonesty and certainly reached the standard of recklessness.

227. Darren Greenfield knew that important funds were being paid for his benefit, when they could have been used elsewhere for the benefit of the members. Darren Greenfield knew that the legal expenses were very large and were continuing to mount. He was active in preventing disclosure to ROC, which had the consequential effect of concealing the payments from the membership. Darren Greenfield knew that the COM was not being given sufficient information to allow it to make the appropriate decisions as to whether the payments should be continued. Darren Greenfield knew, because of the way he had tamed dissent, that whatever was proposed to the COM would be approved.

228. It is also clear that Darren Greenfield himself was involved in the processes leading to the formulation to the formulation and passing of the third resolution. This may readily be inferred from the fact that his lawyers - both Paul McGirr and Peter Hodges - were speaking directly to the NSW Divisional Branch regarding matters relevant to his criminal charges. That could only

have been because Darren Greenfield had given those lawyers instructions that they were released from any privilege for the purposes of having those discussions. This had two aspects. Peter Hodges was giving a fees estimate *and* drew the original form of the resolution the day before the resolution was passed. Mr McGirr was supplying the estimate which would be the subject of the resolution.

RECOMMENDATION FOUR:

Darren Greenfield should be prosecuted under s 290A of the Registered Organisations Act for:

(a) an offence of recklessly failing to discharge his duties as State Secretary of the NSW Divisional Branch in good faith; and

(b) an offence of using his position of State Secretary of the NSW Divisional Branch dishonestly and with the intention of directly gaining an advantage for himself and his son.

Paul McGirr

229. In my view, Paul McGirr was *"involved"* in the Executive's contraventions under s 286 and the Greenfields' contraventions of s 287.

230. Mr McGirr undoubtedly aided and abetted Rita Mallia, Darren Greenfield, Rob Kerr, and Michael Greenfield in their contraventions under s 286 and s 287 in facilitating the payment of the $3,150,969.50 into the trust account of McGirr & Associates. The way in which Mr McGirr aided and abetted was by providing the fees estimate, by providing a grossly inflated estimate, and by providing his trust account as the receptacle for the money. Without Mr McGirr's assistance, the $3,150,969.50 would never have left the NSW Divisional Branch's accounts.

231. For the same reasons as applied to the principal contraventions, Mr McGirr's contraventions were obviously *"serious".* In that respect, I also take into account that he was to be a beneficiary of the arrangement once the money had passed through the accounts.

RECOMMENDATION FIVE:

Paul McGirr should be subject to civil penalty proceedings for his involvement in a serious contravention of s 286 and s 287 in facilitating the payment of $3,150,969.50 into the trust account of McGirr & Associates.

N. RECOVERING THE MONEY

232. The question arises as to whether the NSW Divisional Branch is able to recover any of the money paid out on behalf of the Greenfields. There is a subsidiary question: if so, from whom can it be recovered?

The statutory provisions relating to the recovery

233. Under s 307(1) of the Registered Organisations Act, the Federal Court may order a person to compensate an organisation for damage suffered by the organisation if *"the damage resulted from the contravention".* The language of s 307(1) mirrors the relief available for breaches of

directors' duties under s 1317H the *Corporations Act*.[96] Drawing from the authorities on s 1317H, it follows that the words *"resulted from"* ins 307(1) should be given their natural meaning - ie. an order for compensation will be in respect of damage that *"as a matter of fact was caused by the contravention",*[97] requiring a causal connection between the damage and the contravening conduct.

234. The Administrator of the CFMEU may apply for a compensation order from the Federal Court for contraventions of, inter alia, ss 285, 286 or 287 by a person who was an officer or employee of the CFMEU working in the Construction and General Division or any of its branches.[98]

The $900,000 paid to Mills Oakley

235. Some control should have been put in place soon after the payments commenced to be made to Mills Oakley. Based upon my conversations with non-executive members of the COM, if they had been informed that the invoices were charging for legal expenses at a rate of nearly $30,000 a month, the COM would have required a review of the original indemnity decision and, at some point, terminated the payments.

236. From the moment that that decision would have been made, any further payments to Mills Oakley would constitute damage inflicted on the NSW Divisional Branch by the contravention of a statutory duty by the members of the Executive. That amount would be recoverable from the individual members of the Executive.

237. It is impossible to be precise as to when a decision to terminate the payments would have been made. But that kind of uncertainty is a common feature whenever damages are assessed; precision is impossible, but a court makes a best estimate. In my view it is likely that a substantial proportion of the $900,000 paid to Mills Oakley could be recoverable. An assessment of the reasonableness of Mills Oakley's fees would assist in this respect.

The $44,000 paid out by McGirr & Associates

238. Similar considerations apply to the $44,000 which has not yet been accounted for by McGirr & Associates.

239. In this instance it would be recoverable from each of the members of the Executive and from Paul McGirr.

[96] See, *Health* Services *Union v Jackson (No 4)* [2015] FCA 865, [123].
[97] *Adler v ASIC* [2003] NSWCA 131, [709].
[98] Registered Organisations Act, s 301(1A).

RECOMMENDATION SIX:

The Administrator should consider taking action against Rita Mallia, Darren Greenfield, Rob Kera, Michael Greenfield, and (only in respect of (b)) Paul McGirr under s 307 of the Registered Organisations Act to recover:

(a) some *or all of the $900,000 paid to Mills Oakley; and*

(b) some *or all of the $44,000 which remains unaccounted from the McGirr & Associates trust account.*

0. POSTSCRIPT

240. As foreshadowed, there is a particular matter about which I remain uncertain and troubled.

241. It seems to me that it is at least a possibility that the fees estimate prepared by Peter Hodges was provided to Paul McGirr, and then put by Mr McGirr onto his letterhead, with or without adaptation.

242. I tried to get to the bottom of this matter. A statutory notice was issued by the Administrator on 13 December 2024 seeking production of "a *specific document*" being *"the document described in the email sent at 5.01pm on 18 July 2024 by Tim McCauley to Rita Mallia and copied to Ivan Simic and Peter Hodges* as *'A copy of the estimate of legal costs provided by Peter'".*

243. The recipients of the notice were Rita Mallia, Tim McCauley, Ivan Simic and Peter Hodges. *None* of them supplied me with a copy of the document.

244. Ms Mallia claimed no longer to have access to the relevant records. Mr McCauley claimed never to have received a copy of Mr Hodges' fee estimate - even though he referred to it in his email of 18 July 2024. Mr Simic did not respond at all. Mr Hodges, through his lawyers, gave reasons why he regarded the notice as invalid, and then declined to respond voluntarily.

245. I find that response by Mr Hodges to be particularly disconcerting. He did not deny retaining a copy of the document; he simply refused to supply it. This is despite the fact that, plainly enough, at the moment of preparing the fees estimate the NSW Divisional Branch was his client. What is more, Mr Hodges billed for creating the fees estimate and the NSW Divisional Branch paid his invoice.

246. The reasons why I regard it as, at least, a possibility that Mr McGirr's fee estimate was one created by Mr Hodges are because:

(a) Mr Hodges *did* create a fee estimate. The document exists, but he will not assist me by letting me see it.

(b) At some point, that fees estimate was in the hands of Rita Mallia and, based on Mr McCauley's email, it was intended to be used as the basis for the third resolution.

(c) If Mr Hodges' fees estimate was different to Mr McGirr's estimate, there is no obvious reason it would not have been provided during the COM meeting. One reason could be because there was no difference between the two fees estimates.

(d) It is hard to understand how Mr McGirr, if he was discharging his professional duty, could have arrived at an estimate as swiftly as he did.

(e) There are some tell-tale features in Mr McGirr's estimate which suggest a connexion with Mr Hodges' estimate. For example, the charge out rates for the lawyers and paralegal approximate those which were charged by Mills Oakley in its invoice dated 16 August 2024. In Mr McGirr's estimate he refers to an hourly rate for *"Special Counsef',* even though there was no one in his firm with that status - but Mills Oakley regularly had a person described as *"Special* Counsel"working on the Greenfields' matter.

(f) Even after the monies were paid into the McGirr & Associates' trust account, Mills Oakley still provided the primary legal services to the Greenfields. This is evident from Mills Oakley's invoice dated 16 August 2024. That is, the work covered by McGirr's fees estimate was being performed by Mills Oakley.

(g) There is no record of, and no separate charge for, as there usually would be, a handover of the file from Mills Oakley to McGirr & Associates, who were ostensibly taking over the Greenfields' defence to completion.

247. Some of these matters may have an innocent explanation, but their collected effect seems to point to the tentative conclusion I referred to.

248. As soon as these matters became apparent to me, on 19 December 2024, I sent an email to the lawyers representing Mr McGirr and Mr Hodges, drawing attention to this possible inference and asking for their submissions. Mr McGirr did not respond; Mr Hodges obfuscated.

249. In this report I have been strongly critical of Mr McGirr in relation to his fees estimate. He would not be relieved of that criticism if all he has done is adopt Mr Hodges' fees estimate, but at least the blame could be shared.



Geoffrey Watson

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2025/2515

ANNEXURE SHEET

This is the document referred to as 'MI-12' in the Statement of Mark Irving KC declared in Melbourne on 17 November 2025

[redacted] [redacted]

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CFMEU ADMINISTRATOR
MARK IRVING KC

Second Bi-Annual Report of the CFMEU Administrator

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Introduction and Overview

The Administration is making progress in pe,forming the statutory functions conferred on it. The Union has continued to pe,form its core functions of serving members, advancing their industrial interests, ,md keeping them safe at work. The Administration continues in its mission to ensure that the Union is performing its core functions lawfully and effectively. Since my last report in February 2025 the Union has stabilised. The road ahead has been charted and clearly communicated. The architecture of the Union going forward has been mapped in the strategic plan. The framework that will allow the Union to continue to perform its core functions in the long tem1 is being constructed. The rebuilding phase of the Administration is underway. Despite all the work the Administration has done and will continue to do, there remain serious challenges to overcome, some of which will require others in the industry to bear a greater load and accept responsibility for their role in making changes across the industry.

This is a report as required by s. 323T(2) of the Fair Work (Registered Organisations) Amendment (Administration) Act 2024 (Cth), s. 876L of the Industrial Relations Act 2016 (Qld) and section 16A(2) of Schedule 6 of the Industrial Relations Act 1996 **(NSW).** There are specific parts of the report dedicated to the position in Queensland and New South vVales. The report outlines the Administrators' activities over the last 6 months in accordance with the statutmy requirements.

On 18 June 2025, some 6 months after hearing argument, the High Court handed down its decision dismissing a challenge to the constitutional validity of the laws under which the Administration is conducted. The Februa1y 2025 report observed that the Administration was operating in tlie shadow of tlie case brought by dissidents in tlie High Court. The resolution of tlie application, and tlie dispelling of much uncertainty, has provided an opportunity for tlie Administration to move to its next phase. As detailed below, tlie Administration has pivoted in a number of ways: developing and starting to implement a strategic plan and a national restructure.

The strategic plan is annexed to this report. Further, the decision marked a mqjor shift in attitude towcU·ds tlie Administration by some witliin, and some outside, tlie CFMEU. As a result of tlie decision cU1d those shifts in attitude, a large number of orgcU1isers in **NSvV** and Queensland have exited the Union. Additionally, organisers have been removed in South Australia. At tlie scUne time, many of the remaining organisers have expressed a willingness to unite to address tlie problems witliin tlie Union by co-operatively working witli tlie Administrator, altliough tliere is more work to be done. More details on tliese developments cU·e below.

The breadtli of the work being undertaken by tlie Adminisn·ation is apparent in this report. Some numbers give a partial insight into some of tlie operations of the Administration:

- The Adminisn·ation has received over 500 complaints through its anonymous whistle blowing website.
- The Division's total asset value is $215 million witli net assets after liabilities position of $161 million. The Union has $119 million in financial assets including cash, term deposits and share investments.

- Financial members are down from 79,898 in the 2024 financial year to 76,627 in the 2025 financial year, a 4% decrease. Since the end of the last financial year the membership has increased. The steps being ta.ken to increase membership are noted below.
- The Administration has held dozens of meetings with stakeholders. In the fortnight before this report was finalised, as an indicative period, the Administration met ,��th the Australian Federal Police, the **FWO,** the Australian Contractors Association, national employers and national and state employer associations. Further, The Administration has met with relevant Ministers peak Union bodies, and key industry leaders involved in the Construction Industry Culture Task.force.
- There are in excess of 300 staff currently engaged in the Union. Over 60 staff have left the Union since the commencement of the Administration, over two-thirds of whom were in leadership positions or organisers. The circumstances of these changes are discussed below.
- The Union is in the process or has finalised policies governing menacing behaviour, and is developing a Statement of Expectations for all staff. It is in the process of developing National **HR** policies and procedures, a National Code of Conduct, an EBA Policy, an Organised Crime Policy, an Industrial Mediators Policy, and a Gift Policy.
- The Administration has commenced and finalized many investigations, and has referred matters to regulators and law enforcement. A number of these investigations have been made public.

An Administration with a strategic plan

1. The Federal legislative scheme contemplates tl1at the CFMEU operates effectively during the course of the Administration: s 323D (2A) of the FWRO Act. The CFMEU keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the industry and makes life better for members and all working people (strategic plan principle 2). To operate effectively and achieve its purposes, the Union should have a plan to win - more members, more agreements, safer workplaces and more power to change the lives of workers (strategic plan paragraph 2).

2. To progress and map the work tasked to the Administration, a strategic plan was put together ½�th stated aims, objectives and a desired outcome. The plan makes the work transparent ensuring members, the community, and relevant stakeholders are aware of the priorities and proposed actions of the Union.

3. In May 2025 tl1e Administrator established a National Steering Committee. It meets monthly. It provides the Administrator advice on the functioning and reform of the Union. The Administrator serves on the Committee, along with the National Secretary, the Director of the National Office, Branch Executive Officers from each

Branch, and the Secretary of the WA Branch. The membership of the Committee will be supplemented by additional appointments as the National Restructure of the Union is implemented.

4. In June 2025, the sb·ategic plan of the Union was published. It outlines the principles of the Union that should be clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union (sb·ategic plan paragraph l). The plan was considered and endorsed by the National Steering Committee. It was published to members and 1s available on line at https://cg.cfmeu.org/blog/2025/06/05/cfmeu-strategic-plan-2025-2028/. Key aspects have been considered by delegates' meetings across the counb)'.

5. In June 2025 the Adminisb·ation announced a National Resbucture of the Union. The restructure built on a proposal from the National Secretary and followed consultation with relevant staff. The resb·ucture called for the establishment of a Union Education and Development Unit, the commitment of funding to address a range of issues associated with gender equity and sexual harassment, the reform of the delegates' sb·ucture, the development of greater national media, communications, research and campaigning capacities (sb·ategic plan paragraph 2.1).

6. That restructure is in the process of being implemented. Dr John Falzon is now heading the Union Education and Development Unit, whose work is discussed below. The Union will invest $5.4.m over 5 years on addressing behavioural change of men in the indusby towards women in the industly (strategic plan paragraph 2.3). The National Secretaiy has proposed, and the Adminisb·ation have a.greed, that in each Branch a delegates' consultative committee should be established. This is an important step in democratising the Union, keeping delegates informed and having their voices heard. The National Secreta1y has also developed policies about sb·engthening the role of delegates in the Union and implementing a more robust process with regard to the criteria needed to become a delegate (strategic plan paragraph 6, 7).

The conduct of the Administration

7. Under the Federal Act all of the powers of all of the office holders in the Division are vested in the Adminisb·ator, and all of that power is divested by that law from those office holders who remain. Some additional powers are granted to the Administrator by the Act. By those mechanisms almost all of the legal power to conduct the Union and its business is in my hands. Similar schemes effect the san1e outcomes in NSW and Queensland.

8. The Administrator has in turn appointed and delegated powers to Branch Executive Officers to oversee the day-to-day operations in the NSW, SA, ACT, Vic-Tas and Qld-NT Branches of the Union. In Western Australia, the Administrator has delegated powers to the Secretary of the Union who retains my confidence. In addition, staff engaged directly in the Administration and the National Office exercise powers pursuant to a range of delegations of power. In WA and the **ACT** there are Branch Committees of Management, though under the Federal Act they are currently divested of powers. As noted above, the National Steering Committee operates to ensure the work of the Administration remains closely aligned with and best able to support the work of the Branches.

9. The next level of leadership differs from Branch to Branch. In some, there are Assistant Branch Executive Officers. In others, there is a leadership group of coordinators reporting to the Branch Executive Officers. In each Branch there is an organising tean1 and a support-administrative team, including staff responsible for membership, legal compliance, finance, IT as well as otl1er essential support staff. Within the Administration, there is: the Administrator, a Chief of Staff, Deputy Chief of Staff, a Head of Media and Communications, a Director of Public Affairs, a Chief Investigator, the Head oflntegrity, three in-house lawyers and two support staff. Less than 4% of the Union's staff are engaged directly within the Administration.

10. In accordance with the National Restructure of the Union, a number of additional staff are being engaged in newly created positions in research, policy and communications. In addition, new organisers are in the process of being employed in the Union to meet the demands of Branch operations. The **CFMEU** seeks to attract and retain the best people to work for the **CFMEU** and is developing national **HR** policies and procedures, as well as committing to a program of ongoing education for staff (strategic plan paragraph 4).

Relations with stakeholders and industry reform

11. The Administration engages with a range of stakeholders both Federally and across the States. It has regular meetings with the FWO, FWC and various regulators and police forces. It provides information about alleged wrongdoing in the industry to regulators, largely through the Joint Agency Working Group consisting of regulators and police forces across Australia. The Administration has developed and maintained relationships with representatives of employer groups, both through various formal fora and informally. These relationships are civil and co-operative. They allow the parties to identify and resolve matters before they become significant issues of disruption and ensure that the rights and interests of members are protected and advanced.

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12. After the establishment of the Administration the tripartite National Construction Industry Forum (NCIF) recognised an unprecedented opportunity to collaboratively address the key challenges facing the construction industry. The **NCIF** - with senior representatives of Unions, employers and government - are committing to creating lasting and tangible change in the industry in shared recognition of the urgent need to address significant immediate and long-term challenges across a range of areas, including industry culture. The **CFMEU,** through the National Secretary, has engaged in that process. The NCIF proposes a fundamental shift towards a better industry - a stable industry where procurement practices drive innovation and value, where fair payment practices strengthen the profitability and financial security of all businesses and workers, where adversarial relationships give way to a culture of collaboration and shared interests, where workplaces are inclusive and responsive to the needs of different employees, and where a skilled and diverse workforce is fairly remunerated and safe from all workplace harms.

13. The array of issues that are the subject of the **NCIF** collaborative, tripartite process is extensive. They are catalogued in the NCIF Blueprint for the Future (Linked here). One of those issues is the adversarial relationships between sta.keholders - including a lack of trust and communication between parties. In some States relations between the **CFMEU** and some sectors of indusby have been civil. In others, the relationship historically has been hostile. A significant cultural change in the indusby will take time and involves all parties.

Education and cultural change

14. Changing the culture of an organisation is not simply a matter of announcing policies or changing personnel. Cultural change is in part a function of the values of an organisation. The principles that are not only catalogued, but also exhibited in the consistent actions of the leadership will become the fundamental and distinctive characteristics of the organisation.

15. An integral part of changing culture is through education. Under the leadership of Dr John Falzon, the CFMEU is developing an education module on the history, principles and values of the **CFMEU** and the wider union movement. Dr Falzon has been appointed as Head of Education nationally, a new position to work on this prqject across all Branches of the Union (so·ategic plan paragraph 5.1). Dr Falzon was formerly CEO of St Vincent de Paul and is an esteemed social justice advocate and a campaigner against inequality through his writing, public speaking and advocacy work.

16. Dr Falzon will implement a progran1 of ongoing education. The **CFMEU** will invest in and develop future leaders, staff, delegates and members as part of our national

education program. A core component of the education program will be training on ethics, integrity, recognising and eliminating corruption, as well as ensuring that delegates and staff are aware of their legal obligations and their duties in relation to Union members (strategic plan paragraphs 5.1 and 5.2).

Staff, policies and procedures

17. As noted above, the Federal legislative scheme contemplates that the **CFMEU** operates effectively during the course of the Administration. The **CFMEU** has over 300 employees. It performs a key function in keeping over 76,000 members safe at work. It also ensures members receive correct pay and their entitlements are protected. From its inception, the need for the Administration to ensure the CFMEU continued to function effectively meant that continuity of services to members was important. A sudden wholesale replacement of the workforce was not only unnecessary and impractical, it would have been inconsistent with the scheme Parlian1ent enacted. Delivering services to members while overseeing change is the ongoing commitment of the Administration.

18. Over the course of the Administration there has been a substantial change in the staffing profile of organising staff. In **NS\iV** in excess of *75%* of the organisers have been replaced since August 2024. In Queensland and SA that number is about *50%*. They have been replaced largely by a mix of excellent delegates, experienced organisers from other Unions and other activists (strategic plan 4.2). The reasons for the turnover in those states was in large part due to former employees not being appropriately qualified to meet the inherent requirements of their duties lawfully and effectively. Other reasons include a mismatch of values between the former organisers and the Administration and, in some cases making a choice not to serve the Union after the High Court decision and the guilty pleas of Darren Greenfield, once it was clear that Mr Greenfield, Mr Ravbar and Mr Ingham were not returning.

19. As to new and continuing staff, the CFMEU's commitment to their continued education has been noted above. A Statement of Expectations has been developed and is progressively being adopted as a set of binding, fundamental principles that will apply to all employees. The Statement of Expectation makes it clear that the employees must support the goal of returning the Union to the democratic control of members as a principled, strong and independent Union and not undermine or interfere with the work of the Administrator in achieving that end.

20. A Code of Conduct for staff is being developed (strategic plan paragraph 3.1). The pu11iose of the Code is to establish standards of behaviour required by all people who work for the CFMEU, whether as employees, contractors or consultants. The Code sets out the values of the Union and covers matters such as discrimination, sexual and

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other harassment, bullying and victimisation. The Code of Conduct for delegates of the Union continues to apply.

Democratising the Union and the position of delegates

21. Elections cannot be held while a Branch is in Administration. Elections will be held as part of the process of a Branch moving out of Administration. The Administration is reviewing the rules of the Union to ensure members' voices are genuinely heard in the decision-making structures of the Union (strategic plan paragraph 6.1). The members should determine the direction of the Union. Rules are needed to disb'ibute power and prevent the excessive concentration of power into the hands of a small coterie of leaders (sb,ategic plan paragraph 6.1). There will also be a review of the rules governing reporting mechanisms of elected leaders to the membership, and to embed accountability and b'ansparency into the governance processes (sb,ategic plan paragraph 8).

22. Delegates have always played a fundan1ental role in governing the Union. They are the backbone of the Union in many respects. Delegates' meetings are accorded a position within the rules that does not reflect their role in the Union. The position of delegates under rules will be reviewed as part of the task of ensuring members' voices are genuinely heard in the decision-making sb,uctures of the Union. Further, the National Secretary has developed a set of principles, now endorsed by the Victorian delegates, which have been adopted in paragraph 7 of the Sb'ategic plan. The new standard in Victoria is that all delegates must have five years' continuous financial membership and be directly employed and elected by their fellow workers. New delegates will be supported through mentoring and b'aining, and will be required to sign the National Code of Conduct for delegates. The training will cover, amongst other matters: the history and achievements of the **CFMEU;** union values; the role of delegates; and how to ensure workplaces are safe and supportive. The policy is designed to ensure the appointment of delegates is not corrupted, by putting an encl to the practice of parachuting workers (or mates) who have little or no experience in the indusb')I, with little or no b"aining in Union values, into crucial positions as Union representatives on worksites. This new policy will be rolled out nationally. In clue course, existing delegates will be provided with re-training.

The position of women in the industry and the Union

23. Problems confronting the achievement of justice for women m the construction indusb'Y are well documented. Widespread discrimination against, and harassment of women, occurs in the construction inclusb')I. There exist structural and cultural impediments to the employment of more women into the indusb')I.

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24. The attitudes and behaviours of some members, delegates, and employees towards women in the industry need to change. This has been well publicised through various news reports focusing on behaviour of certain delegates in Victoria towards Union members who are women. The Wat5on repo1t into the Queensland Branch as it was conducted prior to the Administration found that the targeting of women was part of the perverted model embraced by the former Ravbar-lngham leadership. It is a core Union value that all workers, regardless of gender, should be able to perform their job free of violence and harassment.

25. The Union is changing. The delegates of the Victorian Branch have demanded that workplaces be free of harassment and gendered violence. In Queensland, there has been a similar reckoning with past behaviour. Many of the employees of the Union, its members and delegates, are commilted to achieving change and advancing the position of women in the industry. The Administration is establishing a program within the Union committed to gender equality. A committee comprised of women will guide effo,ts to combat gender-based violence and mistreatment within the Union. This will supplement proposals within the National Restructure of the Union, under which funding was committed ($5.4m over 5 years) to engage a Prqject Officer and staff to address: the behaviour of men towards women in the industry, increase workforce entry and retention of women, and address the systemic barriers to participation.

26. The Union is also committed to increasing representation and vmce of women throughout its ranks. As part of the rules review, attention ,,[illegible]ll be paid to the need to ensure appropriate representation which will help ensure issues of gender justice become a key part of the industrial agenda of the Union. There is a lack of formal structures within the Union related to representation of women. There is inconsistency between Branches regarding work to progress women's industrial issues within the Union. The Administration is embarking on a project to look at the current allocation of resources into this work and how we can make improvements to give effective voice to women within the Union structures.

Relations with other Unions and resolving demarcation disputes

27. As detailed in the CFMEU Strategic Plan, a key principle that underpins the work of the Union is solidarity - that the Union is bound in solidarity and unity v1[illegible]th the members and the Union movement. One of the goals identified in the Strategic Plan is for the **CFMEU** to be a leader in the movement. The Administration condemns the attacks made in the past by the leadership in some Branches (particularly Queensland), which included threats and acts of violence, against other unionists, their representatives and leaders in the labour movement. The **CFMEU** is committed

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to returning as a respected and respectful partner to the broader trade Union movement.

28. There will be a review of all the Union's demarcation issues. The Union will only represent those who it is lawfully entitled to represent. The Union will work with other unions cooperatively to ensure that demarcation issues are settled promptly and effectively, with a view to ensuring that agreement is reached which respects all unions and, more importantly, the best interests of the workers involved. Work on that review commenced once the High Court handed down it5 decision. Further, and as part of that process, there will be regular meetings with peak bodies and key unions.

Governance

29. The reform of governance policies and practices v1€thin the Union is underway. As well as the National Code of Conduct, the Administration is committed to establishing best practice governance, compliance and integrity within the Union. To this end, we are developing national policies that are consistent in every Branch to guide budgets and finance, reporting to members, and financial and regulatory compliance (strategic plan paragraph 3.2.). We are improving governance training for staff and future leaders (strategic plan paragraph 3.3) vVe are also investigating the Union's IT capacity in order to ensure that we are able to engage v1€th members more effectively and efficiently (strategic plan paragraph 3.4.)

Industrial campaigns

30. In accordance mth the statutory functions of the Administrator to ensure the Union is operating effectively, the **CFMEU** is forging ahead in can1paigns to improve the working lives and conditions of members. This means the **CFMEU** continues to work to keep workers safe on site and protects and improves wages and conditions. It leads campaigns that change the industry and make life better for members and all working people (strategic plan principle 2). To achieve these ends, there is a need for more resources nationally in order to can1paign on industrial and political campaigns. The Union is expanding the national team to include research and policy positions, communications, and a women's officer.

31. The Union is embarking on industry-mde campaigns on issues such as trade licencing, productivity and labour hire. The Victorian Branch has prioritised trade licencing as a way to ensure that workers' skills are recognised and that they are paid correctly. The licencing campaign is also aimed at ensuring that people setting up a business in the construction industry are licenced in the relevant trade. This is a way

to curb the rise of labour hire companies where the owners have no skill, history or previous connection to the constrnction indust:Jy.

Corruption and criminal influences

32. The Administration continues its work in ensunng the Union is free of outside corrupting and criminal influences. Work in this area is progressing and, as noted above, requires systemic and cultural changes within the Union as well as across the broader indust:Jy. The Union continues to investigate credible allegations of corruption and refer allegations to external agencies where appropriate (strategic plan paragraph 9.1). The Administration has received over *500* complaint5 under it5 anonymous whistleblowing website. It triages the complaint5. Some are dealt with internally. Some are referred to others. The Administration refers matters regularly to the Joint Agency Working Group, that consists of the **FWO, FWC,** various police forces and other regulators in various jurisdictions. The Administration has also made specific referrals of criminal conduct to the Victorian and NSW Police forces, as well as cont:J·aventions of industrial legislation to regulatory agencies. Some of those referrals have been accompanied by material to help in the prosecution of those matters.

33. The Union structures and staff must be resilient against corruption in the construction industry (st:J·ategic plan paragraph 10). The Union is committed to ensuring that staff and delegates do not have allegiances to organised crime or bikies (strategic plan paragraph 10.1). The connection between the CFMEU and some employees and delegates has already been severed due to such inconsistent allegiances. The mechanisms by which this commit:Jnent is being met remain imperfect. Achieving the desired outcome is a work in progress. But the resolution of the Administration to breal(such bonds of disloyalty is steadfast.

34. One of the occasions in which corruption can arise is in processes involving the making of enterprise agreement5. Currently the decision whether an employer 'gets' an enterprise agreement is made by reference to opaque criteria and is susceptible to abuse. There should be a policy that governs the exercise of the powers of the Union. It should serve members' interest5 and be lawful, efficient, effective, t:J·ansparent, and resilient to corrupt abuse. It should lawfully take into account whether the employer seeking that the Union facilitate an EA has a history of compliant conduct, whether the employer has engaged in anti-Union, anti-worker or unsafe conduct, whether the employer has engaged in corrupt or improper industrial relations conduct and whether the employer is a financially stable and lawful enterprise. This policy is being developed, and was considered at the most recent National Steering Committee. Once finalised it will form one of the structural changes to strengthen the Union's

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capacity to fight back against corrupt and criminal elements m the construction industJy (stJ·ategic plan paragraph 9.2).

35. The Administration continues to engage in investigations for a variety of purposes. One purpose is to understand how employers are using organised crime connections, biker grnups and other criminals in performing industJ·ial relations functions in their businesses. Another purpose is to exan1ine whether it is appropriate to continue to engage certain employees. Another is to understand the business models of organised crime, and how they use the constJ·uction industiy as adjuncts to broader criminal endeavours and finally, to understand models of wrongdoing so as to inform necessary structural reforms. The structure and depth of these investigations varies according to their purpose.

36. The Administration has an Integrity Unit. It engages investigators. It engages barristers to conduct inquiries into defined matters. Some result in final report. Some result in sufficient information being obtained to inform decisions.

Employers, organised crime and reform

37. In the **NCIF** Blueprint for the Future unions, employers and government make 'a firm commitJnent that criminality... and violence will not be tolerated by, or in, the industry.' This needs to be more than an unrealised vision.

38. The Administration seeks to eliminate, to the extent it can, the involvement in the constJ·uction industiy of organised crime figures (and companies they contJ-ol) and the involvement in industi·ial relations of patched members and leaders of outlaw motorcycle gangs. The Administration wishes to implement practices to seek to ensure organised crime or criminality has no role in industrial relations in the constJ·uction industJy. The CFMEU has sought to remove from its representatives who are patched members and leaders of outlaw motorcycle gangs or those who consort with organised crime figures. Union employees have to meet a fit and proper person test to obtain a right of entry permit. The Administrator has reset standards of conduct for Union employees and, as noted elsewhere in this report, meetings of organisers across Austi·alia and delegates' meetings are holding themselves to higher standards.

39. However, employers and their representatives do not have to meet any fit and proper person test to engage in industrial relations, and nor do they have to meet civil standards of conduct. Employers in construction continue to use organised crime figures and outlaw motorcycle gang representatives in the industrial relations system. The Union is getting its house in order. IndustJ·y needs to do the san1e. Governments need to help.

40. Some employers, including major firms in the industry, continue to hire organised crime and **OMCG** members to seek to resolve industrial disputes or appoint organised crime figures as 'mediators'. Some of these organised crime and **OMCG** members are operating extortion rackets in the construction industry in which they receive payments from employers for alleged 'protection' from the Union. Some operate shan1 rackets in which they convince gullible employers that payments are required to facilitate bribes to **CFMEU** employees to acquire a benefit (such as 'industrial peace' or an **EBA)** in circumstances in which no bribe is ever paid, the whole of the payment is kept by the organised crime figures.

41. The identification of most organised crime figures (and thereby the companies they control) is a matter known only to police forces across Australia who are subject to significant legislative impediments on sharing information about criminal activities and people with construction indusn·y participants.

42. As noted above, through the **NCIF** Unions, employers and government made 'a firm commitment that criminality... and violence will not be tolerated by, or in, the indusny.' Expelling these organised crime figures and OMCGs from indusn·ial relations roles in the construction indusny is a reasonable start. However, even if there was a joint resolve by employers and Unions to do so, identifying who should be excluded from the indusny would require a change in the laws governing the sharing of information by police forces to inform a judgment about who should be excluded. Confronting the insidious role of OMCGs and organised crime in the construction industry will require collaboration between stakeholders and a steely resolve. The Union is getting its house in order. Industry needs to do the same. Governments need to help.

43. A fu,ther problems arise when organised crime is the employer, or the business is controlled by biker groups. Some vast construction empires are built using, or laundering, the proceeds of other crimes. The frauds, tax evasion, exploitation, illegality and funds from money laundering give these firms a competitive advanta.ge when tendering with construction companies for jobs compared with law abiding firms. The fact that these empires are controlled by organised crime figures and biker groups apparently does not dissuade construction companies accepting their tenders. These employers do not have to meet any fit and proper person test to be engaged on massive prqjects. Industry needs to step up. Governments need to help. Standards should be set and enforced. Accountability for those who enable organised crime to operate should be increased.

44. The Union is further advocating for legal and regulatory changes in the industly to prevent the drivers of corruption. One of those drivers, for example, is the proliferation of labour hire in the indusny in the last 30 years. The large-scale use of

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labour hire, as opposed to direct employment, has meant that anyone can set up a labour hire company, secure an **EBA** and get a foothold in the constrnction industly. The exan1ples of criminal element5 in this space have been aired publicly and we are determined to look at reforming this and any other drivers that contribute to criminality and corruption in the industly (sti·ategic plan paragraph 9.4).

Financial position

45. The financial position of each Branch is the subject of audited accounts that will be published in accordance with the governing legislative timetables, and will be made available to members and published online. The financial position of the Union is sti·ong. There are no transactions in the last 6 months that I consider to be unlawful: s 323T(2)(b) and cognate state provisions. During the course of its first 12 months the Administration has worked on ensuring that the financials of the Union are accurate, useable and aligned with the activities that members want the Union undertaking. The discipline of preparing and reporting against a budget was implemented (in some cases for the first time in some Branches).

Branches across Australia

NSW

46. The Administrator's previous report detailed the findings of the inquiry commissioned into the conduct of Darren Greenfield, Rita Mallia, Michael Greenfield and other Senior Executive oflicers of the NSW Branch who were removed from their positions after the Union was put into administi·ation. The inquiry by Geoffrey Watson SC found that these individuals committed serious conti·aventions of the duties they owed to Union members. Darren Greenfield and Michael Greenfield also breached their duty to the Union by using their position to gain an advantage for themselves. Since that time the matter has been referred to the relevant regulator and police force for any fu11her civil or criminal action. On April 29 2025, Darren Greenfield and Michael Greenfield pleaded guilty to corruption and bribe1y charges. There is no greater betrayal of members than for leadership to accept a bribe related to their duties.

47. The admission by the former leadership that they were guilty of accepting bribes in the performance of their duties has lead to a major change in the Union, in conjunction with the outcome of the High Court. The majority of organisers appointed by the Greenfields have now left the Union. A number of delegates,

disappointed in the conduct are now working with the administration to grow the Union and restore democratic processes.

48. The well-known and highly regarded Union leader Michael Crosby has been appointed as Branch Executive Officer, and Chris Christodolou continues as his deputy. Shortly afterwards, a recruitment process for new organisers commenced, resulting in dozens of candidates applying for the newly available positions. A mix of experienced and new organisers will take up organising roles in the Branch to take on the challenge of rebuilding, re-energising and growing the Branch. The future of the NSW Branch a5 a principled, strong and independent Branch v1◆ll be secured.

Queensland

49. The progress in Queensland has been substantial. From August 2024 until mid-2025 the Queensland-NT Branch was (like **NSW)** the subject of a shadow leadership. In February 2025 the former Branch Executive Officer resigned. He was replaced by Jared Abbott, the then Assistant Secretary of the Queensland Council of Trade Unions.

50. The Administration then commissioned a report into violence in the construction sector and the role played by the former **CFMEU** leadership.

51. The High Court handed down its decision on 21 June 2025. Within 48 hours, the former leaders and their supporters organised a protest out5ide the Union office in Brisbane, where - faithful to the kinds of behaviours outlined in the Watson report - the protestors verbally abused female journalists.

52. In July 2025 the Administrator received a report commissioned from Geoffrey Wat5on SC into violence in the Queensland construction indusl:iy. See Adminis□·ator Response to ,vatson at the follm,◆ng link: Response to vVat5on Report. The report revealed that under the leadership of Michael Ravbar and Jade Ingham, the Queensland Branch embraced a culture which encouraged and celebrated the use of threat5 of violence, intimidation, misogyny and bullying. It also detailed abhorrent behaviour encouraged or not condemned by the leadership towards officials and members of other Unions the Queensland Branch considered as 'enemies'.

53. Several organisers left the Union following the release of the report, and there is currently a recruitment process to hire new organisers and officials to do the work that is required for the Union to serve its members. Other organisers decided they want to work with the Adminis□-ation and reform the Union. They have den10ns1:1-ated a commitment to move forward. A week after the Watson report was

released a statement was endorsed by staff of the Queensland Branch which accepted there was significant work ahead for the Branch to regain the trust of the community and repair relations with the Union movement. The staff condemned violence, intimidation and misogyny and declared that they will not be influenced by former officials seeking to bring the Union into disrepute. On August 7, hundreds of delegates met and passed a resolution on measures to democratise the Union, to work with all stakeholders to find collaborative solutions to issues that arise, to repair relationships ,��th other Unions and engage in the political process in members' interests. They also voted to setting high standards of behaviour and to deal with any behaviour that brings the Union into disrepute.

54. Following the release of the ,i\Tatson report, the Queensland Government announced that a Commission oflnquiry will be held into the **CFMEU.**

55. In public statements the AdministTator has made clear that any Commission of lnqui1y that seeks real change needs to look at the whole industry and the matters of criminality across the industry as outlined above.

56. It is the intention of the Administrator to cooperate with the Commission of Inquiry.

57. The Administration remains committed to implementing its strategic plan. The mission of the Administration remains unchanged. The resolve to continue to progress a reform agenda during the life of the Commission of lnqui1y will remain unchecked.

Conclusion

58. There is no doubt that the task assigned under the various legislative schemes to the Administration is monumental and unprecedented in Australian industrial relations. It is being undertaken at a pivot;tl moment in the industiy. The AdministJ·ator has made progress and secured achievements, with thanks to the committed members, delegates and staff of the Union committed to change.

59. Every worker that is a Union member and every Union official undersrands that workers in the constJ·uction industiy, with its unique features, need a stJ·ong Union that srands up for its members and secures the pay and conditions that they deserve for building the towns and cities in which we live.

60. No unionist wants a weak Union that can't implement safety on site in one of the most dangerous industJ·ies in AustJ·alia, or can't ensure workers go home at the end of the day. No unionist wants a Union that doesn't fight for better pay and conditions

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and to ensure that they are paid all their entitlements. That is why unions have lent their support, publicly and privately and have assisted in the work of rebuilding the Union. Additionally, tribute is owed to those members, delegates and officials who are working together to rebuild the Union. Their courage, discipline and cooperation in their quest to rebuild the **CFMEU** into a strong, effective, respected and respectful Union is acknowledged.

61. However, the goodwill of the individuals and organisations that have supported the Administration can only take the Union so far. The work that the Administration is undertaking to reform the Union can only take the Union so far. The problem across the industJy are myriad and the Adminisn·ation and the Union has neither the responsibility nor the resources to fix all of them. Governments, employer bodies, regulators and law enforcement all have a role to play. We look fo1ward to working with all of them to address the problems of the construction industry and to make it a safe, law abiding and productive industry which provide fair conditions to workers.

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JUNE 2025

Strategic Plan

2025–2028 | CFMEU

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Document Set ID: 4182202
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CFMEU
NATIONAL

Goal:

To return the Union to the democratic control of members as a principled, strong and independent Union.

2

+ A Principled Union

01 The core principles and purpose on which the Union is founded is written in its rules.

To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

The principles that have underpinned the work of the Union include:

- **Solidarity** - a Union bound in solidarity and unity with the members and the Union movement.
- **Justice** - a Union that is committed to justice and fairness for the working class.
- **Equality** - all members are equal no matter where they live and should be free of discrimination and harassment no matter who they are.

+ A Strong Union

02 The CFMEU will continue to deliver for its members.

It keeps workers safe on site. It protects and improves wages and conditions. It leads campaigns that change the law and make life better for members and all working people. It will continue to make workplaces safe, free of violence and menacing behaviour.

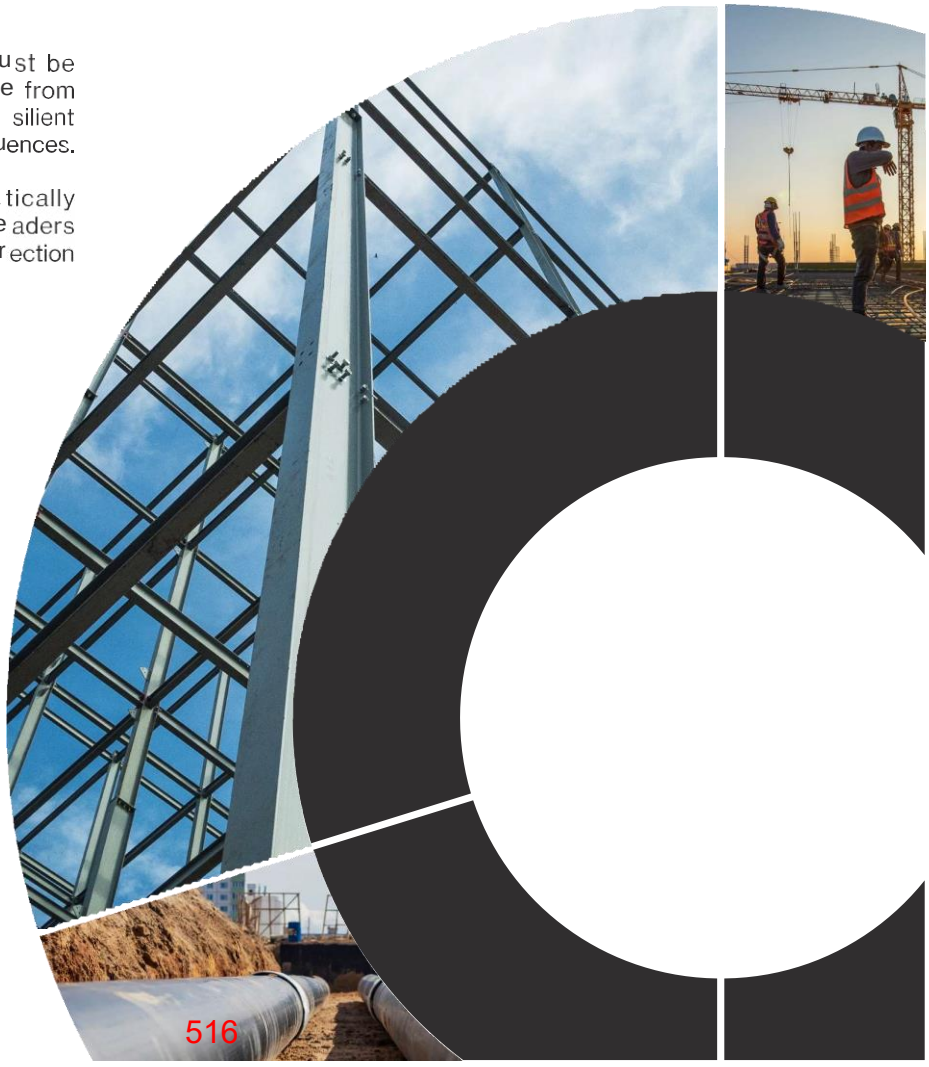
The Union will have a plan covering its operations and build capacity to win for members, be a leader in the movement, and grow in strength.

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+An Independent Union

03 The Union must be enduringly free from internal corruption and resilient to external corrupting influences.

Members and democratically elected delegates and leaders must truly determine the direction of the Union.



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The Action Plan:

To achieve the goal, the union must deliver on 10 key steps.



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1 The principles of the Union are clearly defined, understood and embraced by the membership, delegates, staff and leadership of the Union.

1.1 Develop a statement of principles that are supported by members and delegates.

1.2 Develop a training module on the history, principles and values of the CFMEU and the Union movement.

2 The Union has a plan to win - more members, more agreements, safer workplaces and more power to change the lives of the working class.

2.1 Invest in the Union to deliver a national industrial, OHS, legal, political, campaigning and membership growth capacity.

2.2 Develop industry-wide campaigns to improve the lives of construction workers.

2.3 Appoint a National Women's Officer to develop partnerships and deliver on equality and safety for women in construction.

2.4 Ensure every branch is viable and sustainable within the new national structure.

3 The Union has world class governance, compliance and integrity.

3.1 Develop national codes of conduct for all staff and delegates.

3.2 Develop national policies guiding budgets and finance, reporting to members and regulatory compliance.

3.3 Improve governance training for staff and future leaders.

3.4 Ensuring the Union has the best technology to engage with members.

4 The Union attracts, keeps and develops the best staff.

4.1 Develop national HR policies and procedures.

4.2 Implement a program of ongoing education for staff.

4.3 Invest in new skills and experience where needed.

5 The Union invests in education and development of future leaders, delegates and members.

5.1 Develop a national training capacity and structure to ensure that every branch and every member around Australia has access to training.

5.2 Develop training and education on ethics, integrity and recognising and eliminating corruption.

5.3 Ensure delegates and staff are aware of their legal obligations and their duties owed to members.

6 The members genuinely determine the direction of the Union.

6.1 Ensure members' voices are genuinely heard in the decision-making structures of the Union.

6.2 Distribute power and prevent the excessive concentration of power into the hands of a small number of leaders.

7 Delegates are truly representative of the members and have real democratic power in the Union.

7.1 Implement new national framework for the election and training of Delegates, reflecting the resolution passed by the Victorian Delegates.

8 The leaders of the Union are held to account by the members.

8.1 Review the reporting mechanisms of elected officials to members.

8.2 Embed accountability and transparency into governance processes.

9 The Union is free of outside corrupting and criminal influences.

9.1 Investigate credible allegations of corruption and refer allegations of corruption to external agencies as appropriate.

9.2 Review the bargaining processes of the Union to strengthen the Union's capacity to fight back against corrupt and criminal elements in the construction industry.

9.3 Establish a National Education and Integrity Unit.

9.4 Advocate for laws and policies that reveal the underlying drivers of corruption in the construction industry, ie. overuse of labor hire.

10 The Union structures and staff are resilient against corruption in the construction industry.

10.1 Prevent the appointment of staff and delegates with allegiances to organised crime or OMCG.

10.2 Identify the underlying cultural issues that lead to corruption.

10.3 Develop ongoing training and education of staff.

10.4 Establish processes and advocate for structural changes to seek to minimise or eliminate the involvement of OMCG and organised crime in industrial relations in the construction industry.

5

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CFMEU NATIONAL
CONSTRUCTION UNION



Level 1, 1 Miller Lane
Pyrmont NSW 2009

cfmeu.org

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Notice number: 2026/26672

COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld)

STATEMENT OF MARK IRVING KC

I, Mark Irving KC, do solemnly and sincerely declare that:

1. My name is Mark Irving KC.

2. Previously, I held the role of 'Administrator' of these relevant bodies:

    a. Administrator of the Federal Scheme of Administration, Construction, Forestry and Maritime Employees Union, Construction & General Division (**CFMEU**) and its branches, including the Queensland Norther Territory Divisional Branch (**QLD/NT Branch**): **23 August 2024 to 1 June 2026**; and
    22 May 2026

    b. Administrator of the Construction and General Division of the Construction, Forestry, Mining and Energy Industrial Union of Employees Queensland (**CFMEUQ C&G**): **24 August 2024 to 1 July 2026.**

3. Unless otherwise set out in this statement, where I refer to 'the **Union**' I am intending to refer interchangeably to the CFMEU QLD/NT Branch and the CFMEUQ C&G.

4. I provide this statement in response to Notice 26672 (the **Notice**), which requires me to provide a written statement addressing a number of matters pursuant to a schedule affixed to the Notice. I have previously provided a statement in this Commission of Inquiry dated 17 November 2025 and have given evidence on 20 November 2025. I do not intend to unnecessarily repeat any matters raised in either my first statement or in my sworn evidence.

[redacted] [redacted]

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RESIGNATION AS ADMINISTRATOR

5. On 27 April 2026 I wrote to Murray Furlong, General Manager, Fair Work Commission, advising him that I would be resigning my position as Administrator of the CFMEU, effective 1 June 2026. Annexed to this statement at **Annexure 01** is a copy of the Report of Mr Furlong in respect of my resignation and the appointment of Mr Michael Crosby AM as Administrator of the CFMEU.

6. Similarly, Mr Crosby has been appointed Administrator of the CFMEUQ. Annexed to this statement at **Annexure 02** is a copy of the letter from Deputy Premier Bleijie appointing Mr Crosby AM as administrator of the CFMEUQ.

7. Where I have set out matters in this statement, they relate to those matters of which I am aware or became aware of during my time as Administrator. Owing to my change in position, there are matters to which I may not be able to provide the most up to date evidence or information in respect of.

COVERAGE

8. The resolution of disputes of all manner by the former leadership (the **pre Administration leadership**) was flawed in a manner of common ways. This Queensland Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry (the **QCI**) has received evidence of the tactics of coercion, intimidation, menacing conduct and in some cases, violence engaged in by the former leadership. That model of gross misbehaviour was applied in relations with employers, employer groups, regulators, government representatives and other unions. The flaw is the model of behaviour repeated in many settings like variations on a theme. Coverage disputes were the *occasion of* such gross misconduct, rather than the *cause of* it. The tactics of coercion, intimidation, menacing conduct and in some cases violence which the QCI has received evidence of arising in the context of disputes about coverage is the same type of gross misconduct that arises outside

[redacted] [redacted]

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of coverage disputes in dealing with employers, employer groups, regulators, government representatives.

9. Coverage disputes are not foreign to the Union. They are not insoluble. They can be fixed by addressing the underlying culture at the Union as well as developing and implementing mechanisms to deal with problems related to ongoing coverage disputes. The Union is doing both. The resolution of demarcation problems requires the Union, and other union parties, to collaboratively approach the resolution in good faith.

10. The previous culture that existed at the Union prior to the Administration, was one that permitted and engaged in lawlessness, and the use of threatening and abusive conduct. One of the ways that that threatening and abusive conduct was evidenced, was through the Union's interactions with other trade unions, including other unionists, their representatives and leaders in the movement.

11. The culture of violence that existed in the Union in Queensland at the time permeated throughout each of the ways that the Union and its leadership interacted with other industry participants. The arrogance and CFMEU exceptionalism and willingness to engage in intimidation and coercion was a tactic employed against employers, employer representatives, other union participants, regulators and the union movement as a whole. It was a deeply flawed, culturally perverted, approach which was encouraged by the former leadership. To describe such tactics as a 'campaign' against the AWU diminishes the problem, and misunderstands the problem as a broad cultural problem which infected the entire approach of the previous leadership to not just the AWU but also employers, and regulators. The Administration is committed to changing the culture which permitted such tactics to exist. This commission has heard evidence in respect of the changing culture actually experienced by industry participants under the banner of the Administration.

[redacted] [redacted]

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Resolution of 'coverage issues'

12. The resolution of coverage issues involves a number of considerations:

    a. Cultural change within the Union, so that above all else, any dispute as to coverage is dealt with in a mature, respectful and lawful manner;

    b. A process which unions promptly, effectively and in a binding way resolve demarcation disputes which respects the rights of the CFMEU and its members, and the rights of other unions and their members, without industrial disruption.

Cultural Change

13. The full extent of the cultural change in the Union, and the means by which it is being achieved, is best dealt with in evidence from the Administrator. I have dealt with it in part in paragraphs 2, 3, 10-13, and 26-28 of the Third Bi-Annual Report of the CFMEU Administrator. In line with my commitment in response to the Watson public report of 17 June 2025 (the **Watson Public Report**), I met with and apologised to many of the persons affected by the misconduct suffered at the hands of the former leadership. This included other members of the union movement, and regulators.

14. The ongoing cultural change at the Union is being implemented and forms the foundation of the rebuilding of the Union. That is necessary to the *internal* processes designed to effect widespread cultural change at the Union, which will have a positive impact on the way in which the Union will approach any coverage disputes.

Means by which coverage specifically is to be addressed

15. In addition to the necessary cultural change, the process for addressing coverage disputes with other unions and their members, during my time as Administrator, was subject to a review. I noted my commitment to this review, initially, in my response to the Watson

[redacted]eport:

[redacted]

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15. As detailed in the CFMEU Strategic Plan, a key principle that underpins the work of the Union is solidarity – that the Union is bound in solidarity and unity with the members and the union movement. One of the goals identified in the Strategic Plan is for the CFMEU to be a leader in the movement. The Union condemns the attacks under the old Ravbar-Ingham leadership, which included threats and acts of violence, on other unionists, their representatives and leaders in the labour movement.

16. The CFMEU is committed to returning as a respected and respectful partner to the broader trade union movement.

17. There will be a comprehensive review of all the Union's demarcation issues. The Union will only represent those who it is lawfully entitled to represent. There will be a process developed for a prompt, effective and binding mechanism to resolve demarcation issues in a manner that reflects and respects the rights of the CFMEU and its members, and the rights of other unions and their members, without industrial disruption.[1]

16. More recently, in the Third Bi-Annual Report,[2] I noted the following:

22. The resolution of long running demarcation problems will be a priority for the Administration over the course of 2026. The resolution is important as a matter of principle, and is important for the industrial relation system, for the economy, for the CFMEU and its members, for other unions, for employers, and for the broader union movement. Their resolution requires all actors to come together in good faith. As detailed in the CFMEU Strategic Plan, a key principle that underpins the work of the Union is solidarity – that the CFMEU is bound in solidarity and unity with the members and the union movement. One of the goals identified in the Strategic Plan is for the CFMEU to be a leader in the movement. The Union condemns the attacks made in the past by the leadership in some Branches (particularly Queensland), which included threats and acts of violence, on other unionists, their representatives and leaders in the labour movement. The CFMEU is committed to returning as a respected and respectful partner to the broader trade union movement. This requires the CFMEU to maturely address contentions made by others about proper lines of demarcation.

23. A comprehensive review of all the Union's demarcation issues is being undertaken. The Union will only represent those who it is lawfully entitled to represent. There are processes being developed and implemented to ensure prompt, effective and binding mechanisms to resolve demarcation issues in a manner that reflects and respects the rights of the CFMEU and its members, and the rights of other unions and their members, without industrial disruption. The results need to be enduring, and ensure that any settlement robustly survives for decades.

24. This new approach has already borne fruit. In relation to one long running demarcation sore the CFMEU Construction Division has engaged a former member of the Fair Work Commission to arbitrate a dispute. All sides agreed to accept the outcome. This has resulted in a process where hundreds of members are being transferred from the Construction Division in accordance with the determination made. Once finalised, the outcome will be publicised so all stakeholders know where the lines of demarcation are drawn.

25. However, to resolve disputes requires both sides to sit down in good faith and deeply engage with the other parties' arguments. It takes two to tango. A process whereby one party simply regurgitates historical grievances may perform a cathartic function, but doesn't in itself develop a prompt, effective and binding mechanism to

[1] See QCI Exhibit MI-1 tendered on 20 November 2025, Annexure 'MI-05' at page 197 of Exhibit MI-1.
[2] See QCI Exhibit COG-3 tendered on 19 March 2026.

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> resolve demarcation issues. The CFMEU will continue to professionally, diligently and maturely work with all willing unions, whatever their historical beefs, to work towards solutions. The Administration provides a once in a generation chance to sort these issues out finally, lawfully and effectively. It would be tragedy for the union movement, and the construction industry, for that opportunity to be squandered due to provincial grudges, or to gain some fleeting temporary advantage.

17. I note that in paragraph [24] above, I identified a 'long running demarcation sore' that had already 'borne fruit'. There, I refer to a process involving a demarcation dispute between the CFMEU manufacturing division and construction and general division. A similar approach has been adopted in respect of the resolution of demarcation disputes with the AWU. The general process that has been agreed upon between the AWU and the CFMEU is as follows:

    a. The AWU and the CFMEU have reached an agreement to resolve demarcation issues, particularly associated with civil construction. The agreement applies across Australia, including Queensland;

    b. Under the agreement former Fair Work Commissioner Julius Roe has been engaged, by the agreement of the AWU and CFMEU, to act as arbitrator;

    c. The process has commenced. At the time of writing submissions have been filed by both parties about coverage of stadiums in Queensland. In NSW, there is a further tranche of civil construction projects that have been the subject of submissions from the CFMEU (the AWU submissions are pending). [redacted]

18. The demarcation agreement is a significant project, with significant scope. The agreement binds both parties. It is a massive step towards resolving a dispute that has lasted for more than 40 years.

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19. I highlight this process to demonstrate the lawful, effective and mature way in which both unions will come to a binding resolution of disputes that have endured for a generation, and demonstrates the type of change that the Administration has worked, and continues to work, hard to implement.

Previous 'coverage issues'

20. Returning to the issue of misconduct and coverage disputes, it appears to me that broadly speaking, there are three broad 'issues' related to *misconduct* in respect of coverage disputes:

    a. First, those circumstances in which the CFMEU has asserted coverage over, and recruited persons, who are plainly beyond the eligibility rules of the CFMEU. That is a form of misconduct as it involves a breach of the rules, howsoever the recruitment occurs.

    b. Second, where the CFMEU asserts coverage over persons and recruits persons who are beyond its eligibility rules, and does so by means of coercion, intimidation or menacing conduct. Those circumstances are also misconduct.

    c. Third, those circumstances in which the CFMEU has coverage, and the AWU has overlapping coverage, but where recruitment is by means of coercion, intimidation or menacing conduct. Those circumstances, due to the unlawful methods rather than legitimate methods being used, are also misconduct.

21. A number of examples of the *type* of misconduct connected with what might broadly be described as a 'coverage issue' with, particularly, the AWU, are set out in the Public Watson Report into Violence in the CFMEU. I understand there has been evidence before the QCI so far as it relates to unlawful and improper conduct in respect of bullying,

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intimidation and violence arising from 'coverage issues'. I condemn all such unlawful, threatening, violent or bullying behaviour.

RELATIONSHIPS WITH THE AWU

22. When I commenced as Administrator, it was readily apparent that the relationship between the CFMEU and the AWU was toxic. This toxicity was also apparent between the CFMEU and many other members of the union movement in Queensland, as well as between the CFMEU and employers, regulators and other industry bodies.

23. I commissioned Mr Watson SC to engage in the investigation that he has previously given evidence in this Commission about. He was asked to speak to employers, regulators, police, and other unions, including the AWU.

24. Having had Mr Watson investigate complaints and concerns raised by other union movement members, including from the AWU, I have:

    a. listened to the stories of the violence and misconduct that other union movement members, including the AWU, were subjected to;

    b. offered apologies to those affected by the previous leadership; and

    c. have engaged those relevant staff, including Mr Jared Abbott, to seek to establish, repair and maintain working relationships with the AWU. By way of example, I annex as **Annexure 04**, correspondence between Mr Abbott and Ms Stacey Schinnerl of 26 November 2025. The Administration has met with AWU representatives across Australia on multiple occasions, for dozens of hours, working through demarcation and related issues.

    d. implemented and engaged in the process noted above at [17] in respect of the demarcation disputes.

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25. The repairing of the relationship with the AWU is a process which will take time. I have condemned the conduct permitted by the former leadership. Further, during my time as Administrator, I sought to ensure that the Union behaves in a way that befits a proper union, including by reference to our interactions and behaviour with and towards the AWU.

PERSONAL PAYMENT ORDERS

My attitude towards the payment of personal payment orders

26. When a Union commits a wrong via one of its employees then sometimes a court will order that the union pay a penalty, the employee pay a penalty, and the union not indemnify the employee. One of the purposes of personal payment orders, and the prohibition of indemnification by the CFMEU, is to ensure members' funds are not used to pay for the penalty imposed on the employee and to ensure that leaders of the organisations ultimately responsible for the wrong do not misuse their powers to ensure the penalty imposed on the employee is paid by the Union. Upon my appointment as Administrator, I learned that the state registered union had a practice of paying the personal payment orders imposed by the court on certain employees (either of the CFMEU, the CFMEUQ or both). Upon learning of that practice I had a number of concerns. First, I doubted whether the practice was lawful. Second, I considered the practice subverted the purposes of personal payment orders. Third, I was concerned the Union had engaged in a contempt of court. The Union had, across Australia, been found to have engaged in 1163 contraventions by courts in the five years leading up to the Administration. Lawless conduct on that scale, with apparent indifference to the consequences, undermined the rule of law. One of my concerns was that the practice was an unlawful subterfuge to undermine the role of courts in enforcing the law. I took steps, identified below, to address these concerns.

27. My concern about the *legality* of the practice was separate to my concern about its *appropriateness*. Regardless of the legality of the practice, I did not consider that it was an

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appropriate practice. It was an attempt to circumvent the spirit of the order that had been made which was clearly to ensure members' funds were not used to pay a penalty imposed by the court. Though the CFMEU and the CFMEUQ were separate legal entities, they shared the same members and the same leadership.

My approach to dealing with the payment of personal payment orders

28. The approach of the Administration is that under no circumstances would the Union engage in such a subterfuge of court orders. The Administration's role is in part to return the Union to be an effective and lawful institution and to act in accordance with the rule of law. That involves respecting court orders. Further in Queensland, the statutory remit was to ensure that the Union acts both lawfully and 'appropriately'.

29. Although no occasion has arisen during my term as Administrator where any member was subject to a personal payment order, in the event that such a circumstance arose, the position is that under no circumstances would the Union in any of its forms have made any payment for such an order (even indirectly).

Review of legal advice and possibility of recovery

30. The previous practice was apparently based on at least 2 advices: one from Paul Freeman QC who was instructed by Hall Payne and another from John Agius SC. In some of the annexed minutes it is apparent that Hall Payne also attended committee meetings from time to time and gave advice on the matter. I sought further advice from Mr Solomon-Bridge, Barrister. I considered that if the practice was unlawful that steps should be taken to rectify the position. Mr Solomon-Bridge in essence, confirmed the earlier advice from Paul Freeman QC. At that point, I decided not to take further steps to rectify the position, other than to change the practice. My decision to decline to take further steps was based on the fact that two sets of advice (now with the Agius SC advice I am aware of three) had

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confirmed the practice was lawful. Further, it would not be acting in good faith to commence proceedings contrary to advice.

Previous payments made and matters identified in the notice

31. In respect to the practice adopted prior to my appointment, I understand that payments would be made by the CFMEUQ to the member as a 'financial hardship donation' per rule B70 of the Part B Rules. This was done pursuant to advice from Hall Payne that this did not constitute a breach of the relevant court orders, on the basis that the orders prohibited the *national* CFMEU body making the payment, rather than the CFMEUQ.

32. In order to answer the questions posed to me by the Notice, I have had the following table prepared for me which summarises material available to the Union based on materials in **Annexure 05.**

Payment order	**Requested by**	**In writing?**	**Approved by**	**Document**
Beau Seiffert $30,000 (half not to be covered by CFMEU)	Beau Seiffert	Yes	State executive	220913 Seiffert letter to Ravbar for financial hardship 220914 CFMEUQ Minutes CFMEUQ Financial Statements March 2023 signed (pg59)
Beau Seiffert $24,000	Beau Seiffert (in minutes)	No	State executive	230206 CFMEUQ Minutes CFMEUQ Financial Statements March 2023 signed (pg59)
Blake Hynes $12,000	Blake Hynes (in minutes)	Yes	State executive	230206 Hynes letter to Executive for financial hardship 230206 CFMEUQ Minutes CFMEUQ Financial Statements March 2023 signed (pg59)
Michael Ravbar $7,000	N/A	No	State executive	230329 CFMEUQ Minutes CFMEUQ Financial Statements March 2023 signed (pg59) –

[redacted] [redacted]

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Payment order	Requested by	In writing?	Approved by	Document
				called a general donation
Blake Hynes $12,000	N/A	No	State executive per rule B70 of the Part B rules	230329 CFMEUQ Minutes CFMEUQ Financial Statements March 2023 signed (pg59) – called a general donation
Kurt Pauls $30,000	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Beau Seiffert $25,000	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Te Albert $3,500	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Blake Hynes $15,000	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Luke Gibson $7,000	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Matthew Parfitt (surname possibly Clark) $10,000	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Royce Kupsch $3,500	N/A	No	State executive per rule B70 of the Part B rules	230530 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Michael Ravbar $9,320	N/A	No	State executive per rule B70 of the Part B rules	230811 CFMEUQ Minutes CFMEUQ Financial Statements March 2024 signed (pg58)
Andrew Blakely $7,000	Minutes reflect agreement to set up Cross River	No	State executive approving the Cross	240724 CFMEUQ Minutes

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Payment order	Requested by	In writing?	Approved by	Document
	Rail Hardship Fund – no indication that payment made		River Rail Hardship Fund	
Luke Gibson $7,000	Minutes reflect agreement to set up Cross River Rail Hardship Fund – no indication that payment made	No	State executive approving the Cross River Rail Hardship Fund	240724 CFMEUQ Minutes

YOUTH CREW

33. In my role as Administrator I have gathered limited information regarding the 'Youth Crew' and cannot comment on each of those matters identified in the Notice.

34. However, I note:

    a. The Youth Crew does not have formal status within the Union's rules;

    b. A number of allegations of violence and unlawful activity by the 'Youth Crew' were set out in the Watson Report;

    c. As part of the Administration's response to the Watson Report, and in general keeping with the legislative mandates afforded to the Administration, the Administration has effected significant cultural change within the Union. That cultural change, among other things, was directed at negating the type of culture that permitted the violent acts allegedly perpetrated by the Youth Crew to exist;

    d. The changes involve changes to how the Union engages with employers, employer groups, regulators, governments, other unions and other industry partners.

35. While I had cause to consider whether the Youth Crew should be disbanded, I considered that the Youth Crew can, like other parts of the Union, be used as an instrument for change. That is, the Youth Crew should be seen as an opportunity to instil a culture within the young

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activists within the Union who are the next generation of leaders reflecting the values the Administration considers should be the foundation of ethically based, principled unionism.

36. Since the removal of persons by both the Scheme and the Administration there have been, to the best of my knowledge, no complaints regarding the Youth Crew, nor any allegations of the kind previously seen for example in the Watson Report.

The contents of this statutory declaration are true, except where they are stated on the basis on information and belief, in which case they are true to the best of my knowledge. I understand that a person who makes a declaration that the person knows is false in a material particular commits an offence.

This statement was:

(a) made in the form of an electronic document;

(b) electronically signed;

(c) made, signed and witnessed under Part 6A of the *Oaths Act 1867* (Qld).

Taken and declared at Melbourne in Victoria on 19 August 2026 before me:)

[redacted]

Signature of declarant

Mark Irving KC

[redacted]

Signature of witness
Solicitor

Nicholas Ivan Perica
Australian legal practitioner

Gordon Legal
Level 5, 500 Bourke Street
MELBOURNE VIC 3000

I am a special witness pursuant to s 12 of the *Oaths Act 1867* (Qld).

This declaration was made, signed and witnessed under Part 6A of the *Oaths Act 1867* (Qld). I understand the requirements for witnessing a document by audio visual link and have complied with those requirements.

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2026/26672

ANNEXURE SHEET

This is the document referred to as 'Annexure 01' in the Statement of Mark Irving KC declared in Melbourne on 19 August 2026

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Fair Work Commission

Report on the appointment of the Administrator of the CFMEU C&G Division

Murray Furlong
Fair Work Commission General Manager

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Fair Work Commission

Report on the appointment of the Administrator of the CFMEU C&G Division

This report explains the process that I have taken in relation to the appointment of a new Administrator to the CFMEU Construction and General Division (C&G Division) following the resignation of the previous Administrator, Mr Mark Irving KC.

I have determined that the person who is most suited to lead the C&G Division through this next critical phase is Mr Michael Crosby AM.

I have signed and sealed instruments that terminate the appointment of Mark Irving as Administrator and appoint Mr Crosby. There is also an instrument determining Mr Crosby's remuneration. These instruments reflect the timing of Mr Irving's resignation at midnight, commencement of 22 May 2026 and subsequent appointment of Mr Crosby with effect on and from 12.01am 22 May 2026. I thank Mr Irving for his dedicated service and note that he will continue to serve the C&G Division in a Senior Counsel role.

I welcome Mr Crosby as the incoming Administrator and I look forward to working closely with him and those from his office.

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Background

Pursuant to section 323C(1) of the RO Act, I was required to appoint a person to be the Administrator of the Scheme as soon as practicable after a scheme of administration (Scheme) in respect of the C&G Division was determined under subsection 323B(1) of the RO Act.

Pursuant to an instrument of appointment made on 23 August 2024, I appointed Mark Irving as the Administrator.

On Monday 27 April 2026, I received a letter from Mr Irving advising his intention to resign as the Administrator effective on 1 June 2026.

I subsequently received a letter from Mr Irving expressing that he would resign as the Administrator effective on midnight, commencement of 22 May 2026.

Pursuant to section 323C(2) of the RO Act, and clause 2 of the Scheme, if the Administrator advises me, in writing, that he resigns from the appointment, I may, in writing, terminate the appointment of the Administrator and appoint another person as the Administrator. I have accepted Mr Irving's resignation and have terminated his appointment.

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Description of and criteria for the role

I am required under clause 2(3) of the Scheme to be satisfied that the person I appoint as Administrator is qualified having regard to the person's knowledge and experience.

In determining who to appoint, I have had regard to the:

- RO Act, particularly the Parliament's intention contained in section 5 and Part 2A of Chapter 11 as it relates to the Administration of the C&G Division and its branches
- *Fair Work (Registered Organisations) (CFMEU Construction and General Division Administration) Determination 2024* (Determination)
- Scheme, which forms Annexure A to the Determination
- Rules of the C&G Division (incorporating alterations of 21 June 2024 [R2024/53]) and the Rules of the CFMEU (incorporating alterations of 17 April 2026 made by order of the Federal Court of Australia in action VID1464/2025)
- CFMEU Strategic Plan 2025-2028
- various reports commissioned by the Administrator from Mr Geoffrey Watson SC relating to conduct in Queensland Northern Territory, New South Wales and Victoria-Tasmania Divisional Branches, and the reports commissioned from Mr Chris Kummerow in relation to the South Australian Divisional Branch
- Administrator's Reports to Parliament[1] made for the purposes of section 323T of the RO Act, and

[1] First Bi-Annual Report of the CFMEU Administrator; Second Bi-Annual Report of the CFMEU Administrator; Third Bi-Annual Report of the CFMEU Administrator; The Construction and General Division Administrator Financial Statements for the 6 month period ended

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- Fair Work Commission's Compliance & Enforcement Policy.

I have also had regard to Mr Irving's assessment of the ongoing work that will be required of the next Administrator. In his letter to me of 27 April 2026, he stated:

> The Administration has now entered into a new phase: the rebuild of the Construction Division of the CFMEU, as I detailed in my last bi-annual report to the Federal Minister under s 323T of the Act. The Union is changing its personnel. It is changing its culture. It is regaining its position in civil society. It is changing how it engages with employers, employer groups, regulators, governments, other unions and other industry partners. This rebuilding phase is the most important stage of Administration. As I said when I took this role, construction workers deserve a strong and effective union.
>
> Whilst we have achieved a great deal, there is much more to do. As I noted in my last bi-annual report, the rebuild phase requires a different approach by the Administration and a different set of skills within the Administration. It is imperative that the Administration have the right people in the right roles at this crucial time. The best person to lead the Administration in this phase should be an experienced union professional who has a fundamental commitment to union values and who can drive the necessary culture change and other reforms.

While I have made my decision on the next Administrator independently, I have given appropriate weight to the views of Mr Irving and his lived experience as to the challenges that will face the new Administrator, and the skills and knowledge necessary to lead the C&G Division through the next phase in the Administration.

In his letter of 27 April 2026, Mr Irving also stated:

> Michael Crosby is, in my opinion, the best person to lead the Administration going forward. Given my imminent departure, I have delegated to him a range of powers to ensure a smooth transition. For over 40 years he has led national unions in Australia and has been a leading figure in trade union training, organising and union modernisation across Australia, Europe and the

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22 February 2025 and The Construction and General Division Administrator Financial Statements for the 6 month period ended 22 August 2025.

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USA. He has been the Branch Executive Officer of the NSW Branch for the last 10 months during the Administration. He has been a key player over that period in helping to shape the Administration and implement its strategic plan. In my view he has the skills, experience and courage to do the job.

In my engagements with Mr Irving following receipt of his letter, I made it clear that it fell to me to appoint a new Administrator. I told Mr Irving that while I would consider Mr Crosby as a potential candidate for the role, I intended to consult widely and invite other nominations for consideration. In doing so I would seek the views of relevant stakeholders as to the suitability of any persons to undertake the role.

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Process I have undertaken

To assist my consideration of this matter, I sought the views of registered organisations, peak councils, industry participants and other relevant stakeholders in identifying a suitable person.

As I have indicated consistently throughout the Administration, all major participants in the building and construction industry must actively contribute to eradicate inappropriate and illegal conduct. The community cannot expect a lawful CFMEU to rise from the Administration if the factors in the industry which incentivise and commercialise improper or illegal behaviours are not addressed and if other industry participants, including employers, continue to benefit from unlawful behaviour.

On 29 April 2026 I wrote to key stakeholder organisations inviting them to attend a consultation with me in which I intended to seek their views on:

- the critical skills and experience of an Administrator
- the valuable behaviours or capabilities in an Administrator
- any persons with requisite experience and attributes they would like me to consider, and
- any important changes they believed should occur before the end of the Administration.

I conducted consultation meetings with the following parties:

- Australian Council of Trade Unions
- Australian Chamber of Commerce and Industry
- Australian Industry Group
- Australian Workers' Union
- Electrical Trades Union

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- Australian Manufacturing Workers' Union
- Master Builders Association
- Civil Contractors Federation
- Australian Constructors Association
- Fair Work Ombudsman
- CFMEU C&G Division Executive Officers in each branch under administration and the Secretary of the Western Australian Divisional Branch, and
- Mark Irving.

The Plumbing and Pipe Trades Employees Union, the Property Council of Australia and the Secretariat of the National Construction Industry Forum were also invited to participate in a consultation meeting but did not take up the opportunity.

I have subsequently also held discussions with many other stakeholders, including other regulators, former union officials, public servants and State Ministers as my deliberations have progressed.

During consultation meetings I indicated that the purpose was to inform myself by gathering information through wide consultation, having regard to the following key principles:

- returning the C&G Division into lawful operation with a high level of good governance and voluntary compliance with the law
- effective functioning of the C&G Division, including advocating for and providing support and assistance to its members, and
- working with other industry participants, including Tier 1 builders, funders, major contractors, employer associations and other unions, law enforcement agencies and regulators, in addition to Commonwealth, State and Territory Governments, to reform the industry and ensure that there is no place for criminal influences and corrupt practices, for the benefit of the Australian community more broadly.

During the discussions, I made it clear that I understood that I was not going to be able to satisfy everyone in making my decision. However, I posed a series of questions to each stakeholder and

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sought nominations for persons they considered might be appropriate candidates. The feedback provided during the meetings was taken in confidence to ensure that each party could speak freely.

Feedback from stakeholders: Key requirements for the Administrator

Aggregating the key themes arising from the stakeholder feedback I received has enabled me to identify a range of attributes they considered were important in the next Administrator. They included identifying a person who:

- can continue to ensure the integrity of the administration and establish the C&G Division as a legitimate, functional and ethical part of the Australian community and the building and construction industry
- has experience and success in managing cultural change within complex organisations; who can create change processes and provide leadership about why changes are required - to members, officers and employees within the union
- is experienced in leading transformational change internally and externally; who can drive change across the industry and who has the trust and respect of external industry stakeholders
- has the courage to call out wrongdoing wherever it may exist, including from within the C&G Division, and the capacity to deal with problems constructively, transparently and in a timely manner when they arise
- has a demonstrated history of integrity, with a reputation as an honest problem solver; who has a strategic mindset, capable of engaging with organisers, employees and external parties
- has experience of successfully running a large and complex organisation; who could identify and develop the calibre of the people necessary to leading the union into the future
- understands the building and construction industry, with the capacity to identify and understand the extent of the issues that exist in the industry and ability to listen to a range of different perspectives, and

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- is an experienced official within the union movement, and can inspire confidence in members, organisers, employees and external parties, but who is not captured by the union.

The above qualities do not represent the universal views of the stakeholders with whom I engaged. However, the above feedback, received from a cross section of stakeholders within the industry and the CFMEU, is a useful guide to identify the desirable attributes of the Administrator, noting that no one person may meet all of the expectations of all industry stakeholders.

I thank each of the parties who were willing to consult with me on this important matter and who have assisted to shape the expectations that I have for the next Administrator.

Nominations for the position of Administrator and engagement with candidates

I invited nominations from stakeholders for persons who were considered appropriate and held the necessary qualifications and experience for the role of Administrator. In total, 14 possible candidates were raised with me for my consideration.

I have carefully considered the suggestions. Whilst I do not intend to disclose the names of those nominated, they include a range of eminent individuals including current and former union officials, industry leaders, politicians, judges and other statutory appointees.

I contacted a range of nominated individuals that I considered may have the necessary background to perform the role. The purposes of my initial enquiries were to canvass their interest and suitability to be appointed. Some of those who declined to be considered separately expressed opinions as to the qualities required and the appropriateness of other candidates for the role. I have taken those matters into account.

Key skills, experience and behaviours

Having regard to the collective feedback I received during the above engagements, I identified a range of key skills, experience and behaviours that I considered to be critical to the selection of a new Administrator:

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- personal qualities including integrity, honesty, trustworthiness and good judgement, and exhibiting a high level of independence. The courage, ethics and undaunted drive to return the C&G Division and its branches to lawful operations for the benefit of its members.
- recognition of the importance of the C&G Division within the building and construction industry and its significant and rich history. Creating a future C&G Division that draws upon these values and its rich history for the benefits of working Australians.
- experience and understanding of the practices of unions in general, and the construction industry in particular, and the requirement to continue the critical day-to-day services of the C&G Division advocating for its members. The C&G Division must advocate strongly and appropriately for its members in a lawful and respectful manner having regard among other things to safety, industrial laws, the principles of freedom of association, representation rights, and basic human dignity.
- experience in change management and developing a culture of good governance, lawful operation and democratic control in the best industrial interests of its members.
- capacity to review and reform the structures, rules, education, training and governance practices relating to the operation of the C&G Division to ensure that it has contemporary systems and values and genuinely returns democratic control to its grassroots members. A recognition that non-compliance, failures of governance and criminal influences can have systemic underpinnings and establish processes, policies and a speak up culture that create resilience and actively prevents individual officers establishing autocratic practices and exercising unchecked power.
- willingness to engage with all construction industry participants driven by an appreciation of mutual interest in a strong, commercial and lawful industry. Creating genuinely positive relationships that are transparent and honest, without promoting adversarial or aggressive practices. Understanding that collaborative relationships and strong advocacy may from time to time involve conflicting views, opinions and positions. Experience with open dialogue and engagement through regular meetings or reports within a wider industry cohort.
- capacity to model leadership to the executive officers, staff and delegates of the C&G Division. Ability to foster transparency in decision making, accountability and the capacity to identify and upskill the next generation of leaders that will ensure the future lawful operation of the C&G Division for the benefit of its members.
- willingness to work collaboratively and effectively with other unions, including other building and construction unions, and the wider union movement. Working proactively to resolve demarcation and other disputes.
- experience to investigate past wrongdoing within the C&G Division and to allow this to inform good governance practices and set high standards of accountability within it. A recognition that established practices and principles of the C&G Division have been misused in the past, undermining the democratic functioning of the union.

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- openness to establishing appropriate support mechanisms and processes to provide feedback and advice which support the functioning of the Administration.

Nominations of candidates and interviews with candidates

As a result of my engagements and assessment of the desirable attributes in an Administrator, I proceeded to meet with and interview the leading candidates to discuss in detail their experience and suitability for the role.

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Outcome of process and selection of Mr Michael Crosby AM

I am satisfied that of the persons I approached and interviewed, Mr Crosby is the most suitable candidate. As a result of my assessment of candidates against the desirable attributes, I determined to appoint Mr Crosby as the new Administrator. Attached to this statement is a copy of Mr Crosby's biography.

Mr Crosby has held senior leadership roles within unions across a career spanning 50 years. He is recognised for work that strengthens union capability, reinforces good governance, and supports a values-driven culture. Mr Crosby was able to demonstrate a leadership approach grounded in a practical focus on what members need from their union day-to-day: effective representation, reliable support, and a strong, credible organisation that can deliver outcomes in workplaces and in the broader public interest. Mr Crosby has contributed to broader discussions about the future of work and the role of unions in a changing economy. He is the author of *Power at Work: Rebuilding the Australian Union Movement* (Federation Press, 2005), a widely referenced contribution to debate about union renewal, organising capacity, and institutional reform.

Mr Crosby has the requisite skills and experience and has shown integrity, courage and commitment to accept this appointment to serve C&G Division members at this critical time. He demonstrated that he is uncompromising when it comes to corruption and illegal behaviour. Mr Crosby has shown the qualities required to lead, reform and reinvigorate the C&G Division through this period of change and industry transformation.

Mr Crosby was able to explain his plans as to what success for the administration and the C&G Division would look like at the end of 3 years of his leadership, so that the C&G Division could be returned to the democratic control of grassroots members. He expressed an understanding of the C&G

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Division's position in the ecosystem of the wider construction industry and the need for industry-wide reform and engagement. Mr Crosby demonstrated a clear vision to ensure a lasting return of the CFMEU to lawful operation.

Mr Crosby has now led the NSW Divisional Branch as its Executive Officer for about 11 months. I am confident that Mr Crosby will continue to develop his understanding of the construction industry and use the experience he has gained in NSW to address outstanding issues across the country. He understands the C&G Division's position in the ecosystem of the wider construction industry and the need for industry-wide reform and engagement to ensure a lasting change.

Mr Crosby received widespread support for his appointment to the role across the majority of my stakeholder consultations, including several employer representatives who identified him as a person of integrity that they could work constructively with. He also enjoys the strong support of Mark Irving and the Executive Officers in each of the C&G Division branches in administration.

Having regard to the above matters I have satisfied myself that Mr Michael Crosby AM is the most suitable person to fulfil the role as the Administrator of the C&G Division. I have every confidence that Mr Crosby will be able to discharge this important appointment.

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Next steps

Mr Crosby will commence in the role of Administrator of the C&G Division in accordance with the Scheme, effective from 22 May 2026.

In making this appointment, I have discussed with Mr Crosby the following areas of focus:

- embedding good governance and transparency in decision making processes
- creating a speak-up culture that calls out unlawful conduct both within the CFMEU and by others in the industry wherever it occurs including underpayments, sham contracting, phoenixing, cartel conduct, organised crime, improper use of labour hire, conduct of former officials, productivity, training and development
- identifying where funders, builders, contractors, law enforcement, regulators and other parties in the industry can do more to reform the industry, noting that the CFMEU exists in an ecosystem
- resolving longstanding demarcation disputes, particularly with the AWU, and
- preventing delegates or organisers misusing WHS and Enterprise Agreement levers to drive industrial outcomes.

As outlined in my General Manager's Statement CFMEU, through dedicated and specialist Commission staff, I provide education, assistance and advice to registered organisations to support them to establish and maintain positive regulatory cultures. I encourage Mr Crosby to continue to access our available supports.

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Attachments

Attached to this report is:

- Mr Crosby's biography
- Instrument of appointment
- Instrument of remuneration.

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2026/26672

ANNEXURE SHEET

This is the document referred to as 'Annexure 0' Sin the Matement of k arI vrginKCl declared in k eb9ourne on 12 AuKust ' 0' 6

[redacted] [redacted]

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The Hon Jarrod Bleijie MP
Deputy Premier
Minister for State Development, Infrastructure and Planning
Minister for Industrial Relations

DELIVERING FOR QUEENSLAND | Queensland Government

Our ref: MBN26/785 / MINC2026-1463931538-128706

30 JUN 2026

1 William Street
Brisbane Queensland 4000
PO Box 15009
City East Queensland 4002
Telephone: [redacted]
Email: [redacted]
Email: [redacted]

ABN 65 959 415 158

Mr Michael Crosby AM
Administrator
Construction Forestry Mining and Energy Union
Construction and General Division
[redacted]

Dear Mr [redacted]

Mr Mark Irving KC wrote to me on 19 June 2026 informing of his resignation as Administrator Queensland Construction Forestry Mining and Energy Union, Construction and General Division (CFMEUQ).

Mr Irving advised that you have been appointed as the Administrator under the governing Federal Act by the General Manager of the Fair Work Commission and has been appointed as the Administrator under the governing New South Wales (NSW) Act by the NSW Minister for Industrial Relations and has recommended that you are appointed as the Administrator of the Queensland State registered union.

I have determined to appoint you as the Queensland Administrator effective 1 July 2026. I will issue a variation to the Gazetted *Industrial Relations Act (CFMEUQ Construction and General Division Administration) Administration Notice 2024* (the Notice) to confirm your appointment.

I recognise the difficult task Mr Irving has undertaken and I believe there remains important reform work to do in relation to the State registered union and I note the ongoing Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry. The Crisafulli Government is committed to restoring safety and productivity to Queensland job sites and I trust you will support these processes.

I will provide you with a copy of the variation to the Notice once it is gazetted and I look forward to your positive contribution to the Administration of the CFMEUQ.

If you require any further information regarding this matter, please contact my Chief of Staff, Mr Nathan Ruhle, by email at [redacted] or by telephone on [redacted]

Yours sincerely

[redacted]

JARROD BLEIJIE MP
DEPUTY PREMIER
Minister for State Development, Infrastructure and Planning
Minister for Industrial Relations

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2026/26672

ANNEXURE SHEET

This is the document referred to as 'Annexure 04' in the Statement of Mark Irving KC declared in Melbourne on 19 August 2026

[redacted] [redacted]

From: Jared Abbott <[redacted]>
Sent: Wednesday, 26 November 2025 3:53 PM
To: Stacey Schinnerl <[redacted]>
Cc: Paul Farrow <[redacted]> Mark Raguse <[redacted]>
Subject: RE: Letter Stacey Schinnerl AWU 261125

Hi Stacey,
I do have a missed called from an unknown number (I now suspect is Mark) from 12 November, but no voice message.

Jim Wilson has reached out to Chad, but this was apparently in relation to workers from a company where we have no members and our own organiser has said he has also been abused by the workers there when attempting to visit this site.

I have no issue with delegation; my issue is with the fact that these allegations are now circulating without our ability to investigate and if necessary, deal with the matters of concern.

For avoidance of doubt, all CFMEU staff have been instructed to engage with AWU in a respectful and productive manner.

Regards,

CFMEU
Construction & General Division
QLD/NT Divisional Branch

Jared Abbott
Branch Executive Officer

16 Campbell Street
Bowen Hills QLD 4006
[redacted]

I acknowledge the traditional Aboriginal owners of country throughout Australia and pay my respect to them, their culture and their Elders past, present and future.

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From: Stacey Schinnerl <[redacted]>
Sent: Wednesday, 26 November 2025 3:37 PM
To: Jared Abbott <[redacted]>

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Cc: Paul Farrow <[redacted] Mark Raguse <[redacted]
Subject: Re: Letter Stacey Schinnerl AWU 261125

Jared,

I ask that for the time being, you engage with Mark over the BCC (Mitch Thurlow) matter. He left a voicemail message for you on the 12th November to discuss and then raised at the QCU Exec - you could have asked to speak with him briefly as you exited.

The reason I didn't progress the matter through the complaint function earlier in the year was because BCC finally put mechanisms in place to investigate the matter - which quite frankly I was content to let play out as this was probably a far more appropriate way of dealing with the complex matters at hand.

The recent escalation (reaggravation) is what I have asked Mark to raise in light of councils most recent lacklustre response.

I have also asked Northern DS Jim Wilson to reach out to Chad to discuss our concerns regarding your organiser in FNQ. I believe that contact has just happened.

I cannot be the one stop shop for everything and I'm well entitled to delegate matters when required.

In light of various matters afoot Jared, I have no capacity (and even less desire) to progress anything regarding repairing the AWU's relationship with the CFMEU right now.

Surely, as a reasonable person you can understand the current climate we are both in. I'm spending an inordinate amount of time dealing with various legal matters, organisers with complex issues and fending off daily social media attacks against our union - all because of what's happened over the last three years. At the same time, I have a large union to run.

Yesterday, I committed to Jacqueline King that I would fly to Melbourne in the New Year to sit down as requested. Paul Farrow will join me.

That's the best I will do for now.

Stacey

Stacey Schinnerl
Secretary, The Australian Workers' Union of Employees, Queensland
Branch Secretary, The Australian Workers' Union, Queensland Branch
Queensland & NT
[redacted]
Level 13 333 Adelaide Street Brisbane

awu.org.au

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 -

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Stacey Schinnerl
Secretary, Queensland AWU
GPO Box 88
BRISBANE QLD 4001
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From: Stacey Davidson <[redacted]
Sent: Wednesday, November 26, 2025 4:08 pm
To: Stacey Schinnerl <[redacted]
Cc: Jared Abbott <[redacted]
Subject: Letter Stacey Schinnerl AWU 261125

Dear Stacey,

Please find attached letter from Jared Abbott CFMEU QLD/NT Branch Executive Officer.

Thanks very much,

Stacey on behalf of

Jared

Stacey Davidson
Office Manager

Construction & General Division
QLD/NT Divisional Branch

16 Campbell Street
Bowen Hills QLD 4006

[redacted]

I acknowledge the traditional Aboriginal owners of country throughout Australia and pay my respect to them, their culture and their Elders past, present and future.

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CFMEU

REGIONAL OFFICES
Darwin
Townsville

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006

26 November 2025

Dear Stacey,

I am writing to you in hope of progressing a resolution to ongoing issues relating to the relationship between CFMEU QNT and AWU Queensland.

As you are aware, since coming into my role at the CFMEU, I have actively contacted you on several occasions to repair and build a relationship between the two unions. I acknowledge the actions of past leadership, and subsequently those reporting to them, were unacceptable and this has remained a significant barrier for these discussions to progress.

I also acknowledge that in my initial weeks after starting at CFMEU, upon raising an issue relating to one of our members, I have encouraged you to use the Integrity complaints process provided by the Administration. As explained at the time, this was due to my concern around the optics of trying to resolve complaints I had received directly from you verbally given the nature of the relationship between the unions leading to that point.

However, the dynamics that existed then have well and truly passed and I have since encouraged you to raise any issues relating to the conduct of my staff or our CFMEU members directly to me.

In the last few months, I have made numerous attempts to talk with you and/or meet with you, that have either been ignored or brushed off. While I appreciate the complexities of resolving work and personal matters related to your role, during this same period, I have been advised of different grievances you have raised about the CFMEU QNT with other parties without sufficient detail for me to be able to investigate or act upon.

I am hoping going forward a direct line of communication is reestablished between us in relation to matters of concern in the first instance.

In Solidarity,

[redacted]

Jared Abbott
Executive Officer

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COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN THE CONSTRUCTION INDUSTRY

Notice number: 2026/26672

ANNEXURE SHEET

This is the document referred to as 'Annexure 05' in the Statement of Mark Irving KC declared in Melbourne on 19 August 2026

[redacted] [redacted]

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Beau Seiffert
Sent: Tuesday, 13 September 2022 11:39:08 AM
To: Leanne Butkus
Subject:
Attachments: Request for Payment - Beau.docx

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Michael,

I am writing to you as the State Secretary of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division to formalise the request I made last week for relief of my financial distress under rule B70(b).

I understand that the State Executive require details of my request so that they can consider it at a meeting to be held on 14 September 2022.

As I said last week, I need financial relief to be able to meet a $15,000.00 payment of a penalty imposed upon me by the Federal Court in the judgment of *Australian Building and Construction Commissioner v Construction, Forestry, Maritime, Mining and Energy Union (the Titan Cranes Case)* [2022] FCA 774.

As you know I have a young family, with my wife currently only working part-time to meet the ever-increasing childcare fees. I am in the very same position financially as many other members and my family is feeling the pinch of the rising cost of living and juggling income to ensure payments of the necessities can be made. Over and above this I know that my wife and I are yet to fully experience the impact of the rising interest rates on our living expenses and other debts which makes me nervous about the future and the security of my family.

I experienced approximately $30,000.00 in losses in the last income tax year and I will find it difficult to recover from that loss, let alone keeping up with the rising cost of living and making payment of $15,000.00 in penalties imposed on me.

The penalty must be paid by 22 September 2022 and given how soon that is, there is no family asset that I can easily dispose of that would not be a problem for my family.

Without the payment from the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland I will be in a position of financial hardship.

I am a financial member of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland and have been for significantly longer than the required period referred to in rule B70(c).

I would ask that the members of the State Executive keep the information about my finances confidential and only use it for considering my request for assistance.

Signed: _____
Beau Seiffert

Dated:

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Michael,

I am writing to you as the State Secretary of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division to formalise the request I made last week for relief of my financial distress under rule B70(b).

I understand that the State Executive require details of my request so that they can consider it at a meeting to be held on 14 September 2022.

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As you know I have a young family, with my wife currently only working part-time to meet the ever-increasing childcare fees. I am in the very same position financially as many other members and my family is feeling the pinch of the rising cost of living and juggling income to ensure payments of the necessities can be made. Over and above this I know that my wife and I are yet to fully experience the impact of the rising interest rates on our living expenses and other debts which makes me nervous about the future and the security of my family.

I experienced approximately $30,000.00 in losses in the last income tax year and I will find it difficult to recover from that loss, let alone keeping up with the rising cost of living and making payment of $15,000.00 in penalties imposed on me.

The penalty must be paid by 22 September 2022 and given how soon that is, there is no family asset that I can easily dispose of that would not be a problem for my family.

Without the payment from the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland I will be in a position of financial hardship.

I am a financial member of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland and have been for significantly longer than the required period referred to in rule B70(c).

I would ask that the members of the State Executive keep the information about my finances confidential and only use it for considering my request for assistance.

Signed: _____
Beau Seiffert

Dated:

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Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Wednesday 14 September 2022 commencing at 10:50am

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Present: Michael Ravbar, Royce Kupsch, Kane Lowth, Peter Close, Mark Read, Ian McKewin, Keith Murphy, Dallas Ezzy, Steve Gaske, Steve Amies, Jacqui Collie (Minute Secretary)

Apologies: Jade Ingham

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Tuesday 6 September 2022 were presented to the Executive.

Decision: *"That the previous minutes are a true and correct record."*

Moved: Mark Read Seconded: Steve Amies

Governance

The Chair called for disclosures from members:

The material personal interest standing notices were reviewed.

No revisions were declared from the State Executive members.

- Conflict of Interest

Financial Matters

- Income and Expenditure Statement for the period ended 31 August 2022.

The State Secretary tabled the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction & General Division income and expenditure statement for the period ended 31 August 2022.

Decision: *"That the estimated income and expenditure statement for the period ended 31 August 2022 for the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland State Construction and General Division be received and endorsed."*

Moved: Steve Gaske Seconded: Ian McKewin

Decision: *The State Executive resolves, having heard and considered the report of the State Secretary and reviewed the statement of expenditure from the Divisional Fund in relation to the disbursements from the Divisional Fund ('Disbursements') for the period from the last meeting of the State Executive that the:*

(a) *determinations of the State Secretary in making the Disbursements accord with the authority and powers of the State Secretary to make expenditure on behalf of the State Division;*

(b) *State Executive has delegates its authority to the State Secretary in relation to exercising power to make the Disbursements;*

(c) *State Secretary in making the Disbursements was authorised; and*

(d) *Disbursements are authorised.*

Moved: Steve Amies Seconded: Mark Read

- Income from Dues

The State Secretary tabled and reported on the income from dues as at 31 August 2022.

Decision: *"That the income from dues as at 31 August 2022 be received."*

Moved: Ian McKewin Seconded: Dallas Ezzy

- Request from member for release of financial distress

Correspondence addressed to the State Secretary from temporary organiser, Beau Seiffert regarding relief of his financial distress was tabled.

The State Secretary determined that it was appropriate to abstain from both the deliberations and decision in relation to the request. He left the room and did not participate in any discussion or decision in relation to the request.

The President and Assistant State Secretary, Kane Lowth spoke to the request.

The State Divisional Executive notes the following:

1. On about 16 June 2022, Justice Logan in *Australian Building and Construction Commissioner v Construction, Forestry, Maritime, Mining and Energy Union (the Titan Cranes Case)* [2022] FCA 774 declared that Beau Seiffert contravened section 52(c) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).
2. As a result, the Federal Court ordered that Beau pay a penalty of $30,000.00 and in respect of 50% of that penalty, Beau must not:
   (a) seek or encourage the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) to pay to him, or his financial benefit, any money or financial benefit referable to the payment of the penalty; and
   (b) accept or receive from the CFMMEU any money or financial benefit referable to the payment of the penalty.
3. Beau must comply with the order and, to enable him to do so, he has requested financial assistance from the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division (**State Union**). The request has been provided to all

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members of the State Divisional Executive on the condition that each member keep the information disclosed by Beau as to his financial affairs confidential.

4. The State Divisional Executive has all the powers of the State Union and can exercise that power in accordance with the objects of the CFMEUQ, which relevantly include:

   (a) advancing the interests of members;

   (b) advancing the living and working conditions of workers and their families;

   (c) being involved in socially responsible actions as part of the wider community in Queensland, Australia and overseas; and

   (d) doing all such things as may be necessary or incidental to the carrying out of the objects of the CFMEUQ.

5. The State Divisional Executive also has the power to grant donations in accordance with Rule B70 of the Part B Rules of the CFMEUQ, set out below:

> ***B70. DONATIONS/LOANS/GRANTS***
>
> *(a) The State Divisional Executive will have the power to grant donations when application has been made in accordance with the provisions of these State Divisional rules.*
>
> *(b) Payments may be made for the purpose of relieving members who are in distress.*
>
> *(c) No member who has been less than 3 months in the State Division will be eligible for assistance.*
>
> *(d) Requests for donations for purposes other than the relief of members will be forwarded to the State Divisional Executive and must contain full particulars of the purpose of the proposed donation.*
>
> *(e) Notwithstanding anything contained elsewhere in these rules a loan, grant or donation of any amount exceeding $1,000.00 will not be made by the Union, unless the State Divisional Executive has satisfied itself:*
>
> *(i) that the making of the loan, grant or donation would be in accordance with these State Divisional rules and the Union's rules; and*
>
> *(ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory,*
>
> *and has approved the making of the loan, grant or donation.*

6. Beau is a member of the State Union and has been for significantly longer than the three months required. Beau has made a request for a payment by the State Union to relieve him of the distress caused by the financial hardship that would be imposed upon him by the payment of 50% of the penalty. Beau has set out the particulars of this financial hardship to enable the State Divisional Executive to make a decision.

7. The State Union is well known for looking after members who require its assistance. The State Divisional Executive has the power to make this decision and such a payment is within the objectives of the State Union.

8. The State Union is a division of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEUQ**), which is a separate legal entity to the CFMMEU. The CFMEUQ was not involved in the contravention nor was it a party to the proceedings before the Federal Court.

9. The State Secretary has sought legal advice from Hall Payne Lawyers in relation to the effect of the Federal Court order on the operations of the State Union.

10. Hall Payne Lawyers have confirmed that '*...the CFMEUQ is a separate legal entity and was not a party to the Titan Cranes Case and, as a consequence, the Federal Court could not impose such*

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an order on the CFMEUQ (nor, on our understanding of the findings, was such an order intended)...'.

11. As a result, the Federal Court order places no obligation or prohibition on the CFMEUQ nor is it drafted to be binding upon the CFMEUQ.
12. Further, Hall Payne Lawyers have confirmed that action taken here today as officers of the State Union is not action taken by you as officers of the Queensland Branch of the CFMMEU, Construction and General Division.
13. The State Secretary has decided to abstain from both deliberation of the request and voting to approve/reject the request.

Hall Payne Lawyers, Dale Blackmore addressed Executive members regarding the request and took questions from the floor.

Decision: *"The State Divisional Executive, noting the report given and the request for financial assistance under rule B70 of the Part B Rules, directs the State Secretary to make a donation to Beau Seiffert of $15,000 in order to relieve him of the distress caused by the financial hardship that would be imposed upon him by the payment of 50% of the penalty".*

Moved: Ian McKewin Seconded: Keith Murphy

There being no further business the meeting closed at 11:35am

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is authorised to sign them.

Chair: [redacted]

Date: 21/11/22

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Monday 6 February 2023 commencing at 1:30pm

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Present: Michael Ravbar, Jade Ingham, Royce Kupsch, Kane Lowth, Steve Amies, Steve Gaske, Mark Read, Ian McKewin, Keith Murphy, Dallas Ezzy, Jacqui Collie (Minute Secretary)

Apologies: Peter Close

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Tuesday 10 January 2023 were presented to the Executive.

Decision: *"That the previous minutes are a true and correct record."*

Moved: Keith Murphy Seconded: Mark Read

Governance

- Disclosures

The Chair called for disclosures from members:

The Assistant State Secretary, Jade Ingham tabled and spoke to a declaration in regard to a protracted dispute with his insurer about whether he is covered by his insurance policy; demolition and repairs to his family home, incidental costs of his family home being unliveable and issues with contractors engaged by his insurer to perform work on their behalf. The Assistant State Secretary gave a detailed report on the background and timeline of the dispute.

The State Secretary supplemented the report and advised Executive that the union has received legal advice in regards to domestic procurement.

- Material Personal Interests

The material personal interest standing notices were reviewed.

No revisions were declared by State Executive members.

- Conflict of Interest

State Secretary, Michael Ravbar declared a conflict in regards to an agenda item (ReachOut) in general business as he is participating in the fundraiser.

Financial Matters

- Income and Expenditure Statement for the period ended 31 January 2023.

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

The State Secretary tabled the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction & General Division income and expenditure statement for the period ended 31 January 2023.

Decision: *"That the estimated income and expenditure statement for the period ended 31 January 2023 for the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland State Construction and General Division be received and endorsed."*

Moved: Mark Read Seconded: Steve Gaske

Decision: *The State Executive resolves, having heard and considered the report of the State Secretary and reviewed the statement of expenditure from the Divisional Fund in relation to the disbursements from the Divisional Fund ('Disbursements') for the period from the last meeting of the State Executive that the:*

(a) *determinations of the State Secretary in making the Disbursements accord with the authority and powers of the State Secretary to make expenditure on behalf of the State Division;*

(b) *State Executive has delegates its authority to the State Secretary in relation to exercising power to make the Disbursements;*

(c) *State Secretary in making the Disbursements was authorised; and*

(d) *Disbursements are authorised.*

Moved: Mark Read Seconded: Ian McKewin

- Income from Dues

The State Secretary tabled and reported on the income from dues as 31 January 2023.

Decision: *"That the income from dues as at 31 January 2023 be received."*

Moved: Keith Murphy Seconded: Dallas Ezzy

- Personal Payment Orders

Correspondence addressed to the State Secretary from temporary organisers, Beau Seiffert and Blake Hynes in regard to request for financial assistance was tabled.

The State Secretary determined that it was appropriate to abstain from both the deliberations and decision in relation to the requests. He left the room and did not participate in any discussion or decision in relation to the request.

The President and Assistant State Secretary, Jade Ingham spoke to the request.

Dale Blackmore, Hall Payne Lawyers was in attendance and addressed Executive members on Personal Payment Orders and the State Divisional Executive noted the following:

1. On 30 January 2023, Justice Collier in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union* [2023] FCA 36 declared that Beau Seiffert and Blake Hynes

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

contravened section 500 of the *Fair Work Act 2009* (Cth). As a result, the Federal Court ordered that Beau pay a penalty of $24,000.00 and Blake pay a penalty of $12,000.

2. In respect of those penalties, Beau and Blake must not:

   (a) seek or encourage the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) to pay to them, or their financial benefit, any money or financial benefit referable to the payment of the penalty; and

   (b) accept or receive from the CFMMEU any money or financial benefit referable to the payment of the penalty.

3. Beau and Blake must comply with the orders and, to enable them to do so, they have requested financial assistance from the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division (**State Union**). The request has been provided to all members of the State Divisional Executive on the condition that each member keep the information disclosed by Beau and Blake confidential.

4. The State Divisional Executive has all the powers of the State Union and can exercise that power in accordance with the objects of the CFMEUQ, which relevantly include:

   (a) advancing the interests of members;

   (b) advancing the living and working conditions of workers and their families;

   (c) being involved in socially responsible actions as part of the wider community in Queensland, Australia and overseas; and

   (d) doing all such things as may be necessary or incidental to the carrying out of the objects of the CFMEUQ.

5. The State Divisional Executive also has the power to grant donations in accordance with Rule B70 of the Part B Rules of the CFMEUQ, set out below:

   B70. DONATIONS/LOANS/GRANTS

   (a) The State Divisional Executive will have the power to grant donations when application has been made in accordance with the provisions of these State Divisional rules.

   (b) Payments may be made for the purpose of relieving members who are in distress.

   (c) No member who has been less than 3 months in the State Division will be eligible for assistance.

   (d) Requests for donations for purposes other than the relief of members will be forwarded to the State Divisional Executive and must contain full particulars of the purpose of the proposed donation.

   (e) Notwithstanding anything contained elsewhere in these rules a loan, grant or donation of any amount exceeding $1,000.00 will not be made by the Union, unless the State Divisional Executive has satisfied itself:

   (i) that the making of the loan, grant or donation would be in accordance with these State Divisional rules and the Union's rules; and

   (ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory,

   and has approved the making of the loan, grant or donation.

6. Beau and Blake are members of the State Union and have been for significantly longer than the three months required. Beau and Blake have made requests for a payment by the State Union to relieve them of the distress caused by the penalty. Beau and Blake have set out the particulars of this distress to enable the State Divisional Executive to make a decision.

[redacted]

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

- Health and Safety Review

The State Secretary reported that the government taskforce to review the WHS legislation finished its public consultations and report in December. The State Secretary also gave an update on the unions national campaign to ban silica called stop this killer stone campaign.

- Procurement (Policy and Compliance)

The State Secretary updated Executive members regarding the Government Procurement policies and BPIC. He advised that it was progressing some areas but in other areas there were still challenges with the implementation across some Government departments.

- Cross River Rail

The State Secretary reported that the union will continue with the campaign against CPB. He advised that the project is behind schedule and the costs have blown out between 4-6 billion.

- Voice to Parliament

The State Secretary gave a detailed report on what activities the union is doing to support a referendum to get the Voice to Parliament up at the end of the year. He advised that the union's initial focus is to educate and raise awareness of why this referendum is important and needs to be successful.

- Governments Qld/NT

The State Secretary reported that the union would be particularly active against the State Labor Governments in regard to a number of outstanding issues that they have not honoured or have failed to implement.

- Organising

The State Secretary reported on new temporary organiser additions. He advised that Hoani Edwards will be an onsite organiser at the Gold Coast and Ryan Whakaruru is the new organiser for offsite. He further reported that the union is still have difficulties finding an organiser for Townsville.

The Assistant State Secretary supplemented the report.

- Roles/Areas

The Assistant State Secretary reported on changes to organiser areas. He advised that there have been significant changes to organiser areas and responsibilities.

Decision: *"That the reports be received."*

Moved: Ian McKewin Seconded: Keith Murphy

Administration Matters

- IT matters

The State Secretary reported that the union has almost finalised a huge investment and capital outlay in the upgrade to the union's membership system.

[redacted]

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

- Computer software upgrades

The State Secretary reported that all the computer software upgrades have been completed and that the union will also be upgrading landline phones.

Decision: *"That the reports be received."*

Moved: Steve Gaske Seconded: Ian McKewin

General Business

- Starlight Super Swim Challenge
- Mater International Women's Day Fun Run
- ReachOut

- Starlight Super Swim Challenge

The State Secretary reported that organisers Dylan Howard, Dennis Mitchell and Matthew Vonhoff have a team participating in the starlight super swim challenge to raise much needed funds for sick kids.

Decision: *"That the report be received and that the State Executive endorse a donation of $2500 to organisers Dylan Howard, Dennis Mitchell and Matthew Vonhoff participating in the starlight super swim challenge fundraiser raising funds for sick kids."*

- Mater International Women's Day Fun Run

The State Secretary reported that the union has organised a team of approximately 35 participants in the Mater International Women's Day Fun being held on Sunday 12 March 2023 to raise funds to support women with breast cancer.

Decision: *"That the report be received and that the State Executive endorse a donation of $5000 to the CFMEU team participating in the International Women's Day Fun Run raising funds to support women with breast cancer."*

- ReachOut

The State Secretary declared a conflict of interest due to his participation in the ReachOut fundraising challenge. He did not participate in any discussion or decision in relation to the fundraising initiative.

The Assistant State Secretary advised that the State Secretary will be participating in the ReachOut fundraising initiative to raise money to prevent youth suicide.

Decision: *"That the report be received and that the State Executive endorse a donation of $2500 to the State Secretary for the Reachout fundraising initiative to prevent youth suicide.*

Moved: Ian McKewin Seconded: Keith Murphy

General Business

There being no further business the meeting closed at 3:22pm

[redacted]

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is authorised to sign them.

Chair: [redacted]

Date: 29-3-2023

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Blake Hynes
Sent: Monday, 6 February 2023 10:18:26 AM
To: Blake Hynes
Subject: Fwd: Draft
Attachments: Request for Donation - Blake Hynes.docx

---------- Forwarded message ---------
From: **Dale Blackmore** <[redacted]
Date: Fri, 3 Feb 2023 at 4:10 pm
Subject: RE: Draft
To: Blake Hynes <[redacted]

See attached.

Chat Monday morning.

Dale Blackmore | Senior Associate

Hall Payne Lawyers

[redacted]

www.hallpayne.com.au

We acknowledge and respect the Aboriginal and Torres Strait Islander people as the Traditional Owners of this country throughout Australia and recognise their continuing connection to land, waters and culture. We pay our respects to all Traditional Owners and to their Elders past, present and emerging.

From: Blake Hynes <[redacted]
Sent: Friday, 3 February 2023 4:09 PM
To: Dale Blackmore <[redacted]
Subject: Re: Draft

Yeah mate

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

On Fri, 3 Feb 2023 at 4:08 pm, Dale Blackmore <[redacted] wrote:

Blake,

Can you confirm that this is the right email, and I will send the draft over to you.

Dale Blackmore | Senior Associate

Hall Payne Lawyers

[redacted]

www.hallpayne.com.au

We acknowledge and respect the Aboriginal and Torres Strait Islander people as the Traditional Owners of this country throughout Australia and recognise their continuing connection to land, waters and culture. We pay our respects to all Traditional Owners and to their Elders past, present and emerging.

[Evolve:24d9cc8a-5ef2-4718-a382-1047c6e8a2c4]

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3 February 2023

To the State Executive,

I am a member of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division and have been for a number of years.

I write to inform you of distress caused by the imposition of a penalty of $12,000.00 in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union* [2023] FCA 36.

The amount of the penalty does make me anxious about my finances. I have the ordinary day to day living expenses, including mortgage repayments, household expenses, insurances and the like.

Whilst I have some savings, I have earmarked a portion of that for emergency or unexpected expenses. The rest has taken me some time to save, and I would like to use that money for the reasons that encouraged me to save.

During the hearing, I requested that the Federal Court give me 90 days to make the payment of the penalty if it was to be imposed on me. Without reason this request was rejected, and I am required to pay within 28 days.

That the Federal Court has imposed that penalty, and then required me to make payment of that penalty in such a short time, causes me great concern and I am hoping that it is something that the State Executive will assist me with.

I ask that you take into consideration my circumstances and approve a payment of $12,000.00 so that I can pay the penalty without causing further distress.

Regards,

Blake Hynes

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

3 February 2023

To the State Executive,

I am a member of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division and have been for a number of years.

I write to inform you of distress caused by the imposition of a penalty of $12,000.00 in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union* [2023] FCA 36.

The amount of the penalty does make me anxious about my finances. I have the ordinary day to day living expenses, including mortgage repayments, household expenses, insurances and the like.

Whilst I have some savings, I have earmarked a portion of that for emergency or unexpected expenses. The rest has taken me some time to save, and I would like to use that money for the reasons that encouraged me to save.

During the hearing, I requested that the Federal Court give me 90 days to make the payment of the penalty if it was to be imposed on me. Without reason this request was rejected, and I am required to pay within 28 days.

That the Federal Court has imposed that penalty, and then required me to make payment of that penalty in such a short time, causes me great concern and I am hoping that it is something that the State Executive will assist me with.

I ask that you take into consideration my circumstances and approve a payment of $12,000.00 so that I can pay the penalty without causing further distress.

Regards,

Blake Hynes

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Thursday, 9 February 2023 10:47:42 AM
To: Blake Hynes
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Blake Hynes (Financial Hardship)

A payment has been remitted to your account as follows: **12,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Blake Hynes (Financial Hardship)

Payment Reference: BH FINANCIAL HARDSHIP
Payment Date: 9/02/2023

Details:

Invoice Number	Payment Amount
BH FINANCIAL HARDSHI	12,000.00
Total	**12,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Thursday, 9 February 2023 10:47:46 AM
To: Beau Seiffert
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Beau Seiffert (Financial Hardship)

A payment has been remitted to your account as follows: **24,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Beau Seiffert (Financial Hardship)

Payment Reference: BS FINANCIAL HARDSHIP
Payment Date: 9/02/2023

Details:

Invoice Number	Payment Amount
BS FINANCIAL HARDSHI	24,000.00
Total	**24,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Wednesday 29 March 2023 commencing at 1:00pm

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Present: Michael Ravbar, Jade Ingham, Royce Kupsch, Steve Amies, Steve Gaske, Mark Read, Ian McKewin, Keith Murphy, Peter Close, Jacqui Collie (Minute Secretary)

Apologies: Dallas Ezzy, Kane Lowth

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Monday 6 February 2023 were presented to the Executive.

Decision: *"That the previous minutes are a true and correct record."*

Moved: Ian McKewin Seconded: Steve Gaske

Governance

- Disclosures

The Chair called for disclosures from members.

The material personal interest standing notices were reviewed.

No revisions were declared from the State Executive members.

- Conflict of Interest

There was no conflict of interest noted.

Financial Matters

- Income and Expenditure Statement for the period ended 28 February 2023.

The State Secretary tabled the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction & General Division income and expenditure statement for the period ended 28 February 2023.

Decision: *"That the estimated income and expenditure statement for the period ended 28 February 2023 for the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland State Construction and General Division be received and endorsed."*

Moved: Peter Close Seconded: Mark Read

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-B8FA30085A5F

Decision: *The State Executive resolves, having heard and considered the report of the State Secretary and reviewed the statement of expenditure from the Divisional Fund in relation to the disbursements from the Divisional Fund ('Disbursements') for the period from the last meeting of the State Executive that the:*

(a) *determinations of the State Secretary in making the Disbursements accord with the authority and powers of the State Secretary to make expenditure on behalf of the State Division;*

(b) *State Executive has delegates its authority to the State Secretary in relation to exercising power to make the Disbursements;*

(c) *State Secretary in making the Disbursements was authorised; and*

(d) *Disbursements are authorised.*

Moved: Steve Amies Seconded: Steve Gaske

- Income from Dues

The State Secretary tabled and reported on the income from dues as 15 March 2023.

Decision: *"That the income from dues as at 15 March 2023 be received."*

Moved: Mark Read Seconded: Keith Murphy

- Townsville Property and Campbell Street Property Development

The State Secretary gave an update on the recent purchase and renovations to the Townsville property at 402 Flinders Street, Townsville and advised Executive members that the union has shown an interest in the doggy day care property next door at Bowen Hills and if the union is successful in obtaining the property that it will be converted in a massive meeting space to accommodate the growth of HSR and delegate meetings.

The State Secretary reported that the union will be renovating the office to include a union merchandise shop.

The State Secretary gave a further update on the Campbell Street Property Development and advised that the union has received a letter of offer from CDL.

Decision: *"That the report be received."*

Moved: Mark Read Seconded: Peter Close

National Rally

The State Secretary reported on the national rally to abandon the Fair Work Ombudsman as workers deserve a regulator which deals with key issues affecting them. He advised that the rally will be held on Wednesday 5 April at 11:00am, at Queens Gardens followed by a march to Waterfront Place. He further advised that there will also be a rally in Cairns on Grafton Street.

Decision: *"That the report be received."*

Moved: Ian McKewin Seconded: Steve Gaske

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Campaigns

- AWU

The State Secretary gave an update on the AWU campaign and advised that the campaign has the support of other CFMEU branches.

The Assistant State Secretary supplemented the report.

- EBA (Building)

The Assistant State Secretary gave an update on the Building EBA including timeframes for endorsement from members. A lengthy discussion occurred amongst Executive members regarding the new EBA.

- QBuild

The State Secretary gave an update on the Qbuild campaign and advised that the union was successful in its campaign and that the Qld Government has approved extra funding for additional tradespersons and apprentices with a plan to rebuild QBuild.

- BPIC

The State Secretary gave an update on ongoing issues in regard to BPIC within certain government departments.

- Health and Safety Review

The State Secretary reported that the Health and Safety Review has not had any progress since the taskforce completed its consultations and report in December.

Decision: *"That the reports be received."*

Moved: Steve Amies Seconded: Peter Close

General Business

- NAWIC

The State Secretary reported on public comments made last year from the National Association of Women in Construction (NAWIC) outlining its concerns in relation to the Albanese's government's announcement to abolish the ABCC. He advised that the union has been seeking an apology which the union received in writing over the weekend.

- Solidarity action with striking French Workers

Executive member Steve Amies spoke about a rally that has been scheduled in support of the workers in France that have waged a historic struggle against the Macron government's most recent neo-liberal reforms. He advised that the rally is scheduled for Tuesday 4 April 2023 at 12:00pm.

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

- CFMEU scholarship

The State Secretary spoke to Executive members in regards to the decision arising out of the 2022 delegates convention in regards to a CFMEU scholarship. The CFMEU State Secretary recommended that member Joseph Stark be put forward to be offered a CFMEU scholarship.

Decision: *"That the reports be received and that the CFMEU Executive endorse that member Joe be offered a CFMEU scholarship to the value of $10,000 - $15,000."*

Moved: Steve Gaske Seconded: Jade Ingham

- Personal Payment Orders

The State Secretary determined that it was appropriate to abstain from both the deliberations and decision in relation to the requests as he has a personal interest in the decision. He left the room and did not participate in any discussion or decision in relation to the request.

That the State Divisional Executive notes the following:

1. On 30 January 2023, Justice Collier in *Fair Work Ombudsman v Albert & Ors* [2023] FCA 220 declared that Michael Ravbar and Blake Hynes contravened section 500 of the *Fair Work Act 2009* (Cth). As a result, the Federal Court ordered that Michael pay a penalty of $7,000.00 and Blake pay a penalty of $12,000.
2. In respect of those penalties, Michael and Blake must not:
   (a) seek or encourage the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) to pay to them, or their financial benefit, any money or financial benefit referable to the payment of the penalty; and
   (b) accept or receive from the CFMMEU any money or financial benefit referable to the payment of the penalty.
3. Michael and Blake must comply with the orders.
4. Having been made aware of these orders, the State Assistant Secretary of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division (**State Union**) sought advice from Hall Payne Lawyers.
5. Hall Payne Lawyers has confirmed that:
   (a) the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEUQ**) is a separate legal entity to the CFMMEU;
   (b) the CFMEUQ was not involved in the contravention nor was it a party to the proceedings before the Federal Court; and
   (c) consequently, the Federal Court could not impose such an order on the CFMEUQ (nor, on their understanding of the findings, was such an order intended).
6. As a result, the Federal Court order places no obligation or prohibition on the CFMEUQ nor is it drafted to be binding upon the CFMEUQ.
7. The State Assistant Secretary has confirmed that the State Divisional Executive has all the powers of the State Union and can exercise that power in accordance with the objects of the CFMEUQ, which relevantly include:
   (a) advancing the interests of members;

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-B8FA30085A5F

(b) advancing the living and working conditions of workers and their families;

(c) being involved in socially responsible actions as part of the wider community in Queensland, Australia and overseas; and

(d) doing all such things as may be necessary or incidental to the carrying out of the objects of the CFMEUQ.

8. The State Divisional Executive also has the power to grant donations in accordance with Rule B70 of the Part B Rules of the CFMEUQ, set out below:

> ***B70. DONATIONS/LOANS/GRANTS***
> *(a) The State Divisional Executive will have the power to grant donations when application has been made in accordance with the provisions of these State Divisional rules.*
> *(b) Payments may be made for the purpose of relieving members who are in distress.*
> *(c) No member who has been less than 3 months in the State Division will be eligible for assistance.*
> *(d) Requests for donations for purposes other than the relief of members will be forwarded to the State Divisional Executive and must contain full particulars of the purpose of the proposed donation.*
> *(e) Notwithstanding anything contained elsewhere in these rules a loan, grant or donation of any amount exceeding $1,000.00 will not be made by the Union, unless the State Divisional Executive has satisfied itself:*
> *(i) that the making of the loan, grant or donation would be in accordance with these State Divisional rules and the Union's rules; and*
> *(ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory,*
> *and has approved the making of the loan, grant or donation.*

9. Michael and Blake are members of the State Union, and the State Union is well known for looking after members. The State Divisional Executive has the power to make this decision and such a payment is within the objectives of the State Union.

10. Further, Hall Payne Lawyers have confirmed that action taken here today as officers of the State Union is not action taken by you as officers of the Queensland Branch of the CFMMEU, Construction and General Division.

11. Michael is absent from both deliberation of the request and voting to approve/reject the request as he has a personal interest in the decision.

Decision: The State Divisional Executive, noting the report given and that it has the power under rule B70 of the Part B Rules, directs the State Assistant Secretary to make a donation to:

(e) Michael Ravbar of $7,000; and

(f) Blake Hynes of $12,000.

Moved: Keith Murphy Seconded: Steve Amies

There being no further business the meeting closed at 2:58pm

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is authorised to sign them.

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Chair: [redacted]

Date: 30-05-23

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Friday, 31 March 2023 3:21:50 PM
To: Blake Hynes
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Blake Hynes (Financial Hardship)

A payment has been remitted to your account as follows: **12,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Blake Hynes (Financial Hardship)

Payment Reference: DONATION 29/3/23
Payment Date: 31/03/2023

Details:

Invoice Number	Payment Amount
DONATION 29/3/23	12,000.00
Total	**12,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Friday, 31 March 2023 3:14:25 PM
To: Michael Ravbar
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Michael Ravbar

A payment has been remitted to your account as follows: **7,087.00**

Bank Name: ANZ
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Michael Ravbar

Payment Reference: DONATION
Payment Date: 31/03/2023

Details:

Invoice Number	Payment Amount
DONATION	7,000.00
ENV 27/3/23	87.00
Total	**7,087.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Tuesday 30 May 2023 commencing at 2:00pm

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Present: Michael Ravbar, Royce Kupsch, Kane Lowth, Dallas Ezzy, Steve Amies, Steve Gaske, Mark Read, Ian McKewin, Jacqui Collie (Minute Secretary)

Apologies: Peter Close, Jade Ingham, Keith Murphy

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Wednesday 29 March and Friday 5 May 2023 were presented to the Executive.

Decision: *"That the previous minutes are a true and correct record."*

Moved: Mark Read Seconded: Steve Amies

Governance

- Disclosures

The Chair called for disclosures from members.

The material personal interest standing notices were reviewed.

No revisions were declared from the State Executive members.

- Conflict of Interest

There was no conflict of interest noted.

Financial Matters

- Income and Expenditure Statement for the period ended 30 April 2023

The State Secretary tabled the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction & General Division income and expenditure statement for the period ended 30 April 2023.

Decision: *"That the estimated income and expenditure statement for the period ended 30 April 2023 for the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland State Construction and General Division be received and endorsed."*

Moved: Mark Read Seconded: Ian McKewin

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Decision: *The State Executive resolves, having heard and considered the report of the State Secretary and reviewed the statement of expenditure from the Divisional Fund in relation to the disbursements from the Divisional Fund ('Disbursements') for the period from the last meeting of the State Executive that the:*

(a) *determinations of the State Secretary in making the Disbursements accord with the authority and powers of the State Secretary to make expenditure on behalf of the State Division;*

(b) *State Executive has delegates its authority to the State Secretary in relation to exercising power to make the Disbursements;*

(c) *State Secretary in making the Disbursements was authorised; and*

(d) *Disbursements are authorised.*

Moved: Steve Amies Seconded: Steve Gaske

- Financial Statements for the year ended 31 March 2023

The State Secretary spoke to and tabled the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division Financial Statements for the year ended 31 March 2022.

Decision: *That the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division financial statements for the period ended 31March 2022 be received and endorsed and that the State Secretary be authorised to sign the financial report on behalf of the Committee of Management*

On 30 May 2023, the Committee of Management of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("Union") passed the following resolution to the General Purpose Financial Report (GPFR) of the reporting unit for the year ended 31 March 2023.

The Committee of Management declares in relation to the GPFR that in its opinion:

(a) *the financial statements and notes comply with the Australian Accounting Standards;*

(b) *the financial statements and notes comply with the reporting guidelines of the Registrar;*

(c) *the financial statements and notes give a true and fair view of the financial performance, financial position and cash flows of the Union for the financial year to which they relate;*

(d) *there are reasonable grounds to believe that the Union will be able to pay its debts as and when they become due and payable; and*

(e) *during the financial year to which the GPFR relates and since the end of that year:*

i. *meetings of the Committee of Management were held in accordance with the rules of the organisation and the rules of the Union concerned; and*

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ii. *the financial affairs of the Union have been managed in accordance with the rules of the organisation including the rules of the Union concerned; and*

iii. *the financial records of the Union have been kept and maintained in accordance with the Act; and*

iv. *where the organisation consists of two or more reporting units, the financial records of the reporting unit have been kept, as far as practicable, in a consistent manner to each of the other reporting units of the organisation; and*

v. *where information has been sought in any request of a member of the reporting unit or Registrar duly made under section 787 of the Act, that information has been provided to the member or Registrar; and*

vi. *where any order for inspection of financial records has been made by the Queensland Industrial Relations Commission under section 788 of the Act, there has been compliance.*

(f) *the organisation has complied with the requirements under section 741 of the Act, Financial Management Training, and in so doing confirm the following:*

Officer's Name: *Michael John Ravbar*
Role in the organisation: *State Secretary*
Date the officer most recently completed the training: *12 May 2020*
Training package: *Union Governance*
Provider: *Australian Council of Trade Unions*

This declaration is made in accordance with a resolution of the Committee of Management".

Moved: Ian McKewin Seconded: Mark Read

- Income from Dues

The State Secretary tabled and reported on the income from dues as 15 May 2023.

Decision: *"That the income from dues as at 15 May 2023 be received."*

Moved: Steve Amies Seconded: Dallas Ezzy

- Union Property

The State Secretary gave an update on union property including the recent purchase at 21 Jeays Street which is due to be settled on 26 June 2023. He also reported that negotiations are still occurring with the doggy day care property next door.

- Personal Payment Orders

The State Secretary and President determined that it was appropriate to abstain from both the deliberations and decision in relation to the requests.

Assistant State Secretary, Kane Lowth spoke to the request.

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The State Divisional Executive notes the following:

1. On 23 October 2019 and 16 March 2023, Justice Collier in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union (The Bruce Highway Caloundra to Sunshine Upgrade Case)(No 2)* [2019] FCA 1737 and in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union (The Bruce Highway Caloundra to Sunshine Upgrade Case)(No 3)* [2023] FCA 219:
   (a) declared that Kurt Pauls contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Kurt pay a penalty of $30,000.00;
   (b) declared that Beau Seiffert contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Beau pay a penalty of $25,000.00;
   (c) declared that Te Albert contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Te pay a penalty of $3,500.00;
   (d) declared that Blake Hynes contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Blake pay a penalty of $15,000.00;
   (e) declared that Luke Gibson contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Luke pay a penalty of $7,000.00;
   (f) declared that Matthew Parfitt contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Matthew pay a penalty of $10,000.00; and
   (g) declared that Royce Kupsch contravened the *Fair Work Act 2009* (Cth) and, as a result, ordered that Royce pay a penalty of $3,500.00.
2. In respect of each of those penalties, the officials must not:
   (a) seek or encourage the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) to pay to them, or their financial benefit, any money or financial benefit referable to the payment of the penalty; and
   (b) accept or receive from the CFMMEU any money or financial benefit referable to the payment of the penalty.
3. The officials must comply with the orders.
4. The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division (**State Union**) have advice from Hall Payne Lawyers, confirming that:
   (a) the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEUQ**) is a separate legal entity to the CFMMEU;
   (b) the CFMEUQ was not involved in the contravention nor was it a party to the proceedings before the Federal Court; and
   (c) consequently, the Federal Court could not impose such an order on the CFMEUQ (nor, on their understanding of the findings, was such an order intended).
5. As a result, the Federal Court order places no obligation or prohibition on the CFMEUQ nor is it drafted to be binding upon the CFMEUQ.
6. The State Assistant Secretary has confirmed that the State Divisional Executive has all the powers of the State Union and can exercise that power in accordance with the objects of the CFMEUQ, which relevantly include:
   (a) advancing the interests of members;

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(b) advancing the living and working conditions of workers and their families;

(c) being involved in socially responsible actions as part of the wider community in Queensland, Australia and overseas; and

(d) doing all such things as may be necessary or incidental to the carrying out of the objects of the CFMEUQ.

7. The State Divisional Executive also has the power to grant donations in accordance with Rule B70 of the Part B Rules of the CFMEUQ, set out below:

> ***B70. DONATIONS/LOANS/GRANTS***
> *(a) The State Divisional Executive will have the power to grant donations when application has been made in accordance with the provisions of these State Divisional rules.*
> *(b) Payments may be made for the purpose of relieving members who are in distress.*
> *(c) No member who has been less than 3 months in the State Division will be eligible for assistance.*
> *(d) Requests for donations for purposes other than the relief of members will be forwarded to the State Divisional Executive and must contain full particulars of the purpose of the proposed donation.*
> *(e) Notwithstanding anything contained elsewhere in these rules a loan, grant or donation of any amount exceeding $1,000.00 will not be made by the Union, unless the State Divisional Executive has satisfied itself:*
> *(i) that the making of the loan, grant or donation would be in accordance with these State Divisional rules and the Union's rules; and*
> *(ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory,*
> *and has approved the making of the loan, grant or donation.*

8. Each of the officials are members of the State Union, and the State Union is well known for looking after members. The State Divisional Executive has the power to make this decision and such a payment is within the objectives of the State Union.

9. Further, Hall Payne Lawyers have confirmed that action taken here today as officers of the State Union is not action taken by you as officers of the Queensland Branch of the CFMMEU, Construction and General Division.

10. Michael and Royce were absent from both deliberation of the request and voting to approve/reject the request.

Deliberations

-

Decision: The State Divisional Executive, noting the report given and that it has the power under rule B70 of the Part B Rules, directs the State Secretary to make a donation to:

(e) Kurt Pauls of $30,000.00;

(f) Beau Seiffert of $25,000.00;

(g) Te Albert of $3,500.00;

(h) Blake Hynes of $15,000.00;

(i) Luke Gibson of $7,000.00;

(j) Matthew Parfitt of $10,000.00; and

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(k) Royce Kupsch of $3,500.00.

Moved: Steve Amies Seconded: Ian McKewin

Campaigns

- AWU

The State Secretary gave an update on the campaign and the Assistant State Secretary supplemented the report.

- EBA Building

The State Secretary spoke about the EBA Campaign and the mass meetings in regard to the log of claims and the member's endorsement. The Assistant State Secretaries supplemented the report.

- TMR

The State Secretary reported on a number of TMR issues regarding its old and new EBA. The State Secretary also spoke about TMR's non-compliance of BPIC and advised that these issues have been raised with the Government. The Assistant State Secretary, Kane Lowth supplemented the report and spoke about TMR wage theft issues.

- Health and Safety Review

The State Secretary reported on the recommendations from the Health and Safety Review. He advised Executive members that even though there were some improvements, other recommendations were disappointing and that there were a lot of recommendations from the blue-collar unions that were not adopted. He advised Executive that the union will keep campaigning and lobbying the government to ensure that our proposals are accepted and that we achieve better outcomes for our members.

- Developer Licencing

The State Secretary advised Executive members that the final report from the Developer Licencing Review had been released. The State Secretary further advised Executive members that the government will now conduct a regulatory impact statement.

Decision: *"That the reports be received."*

Moved: Steve Amies Seconded: Ian McKewin

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ALP State Conference Mackay

The State Secretary advised that the union is sending a delegation to the ALP state conference that is being held in Mackay from 2 – 4 June 2023 and that the union has submitted over 20 amendments to the ALP platform plus a few motions.

Decision: *"That the report be received."*

Moved: Mark Read Seconded: Dallas Ezzy

General Business

- Donation request

The State Secretary tabled a donation request from member Samantha Lumsden. He advised that Samantha and Barb Philp (both members) are participating in the Cancer Council Mystery Box Rally to raise funds for the Cancer Council. A discussion occurred amongst Executive members regarding the request.

Decision: *"That the report be received and that the State Executive endorse the donation request from members Samantha Lumsden and Barbara Philip of $2,720 to raise funds for the Cancer Council."*

Moved: Ian McKewin Seconded: Steve Amies

- Sponsorship Request

The State Secretary tabled a sponsorship request from Palm Beach Currumbin football club and a discussion occurred amongst Executive members regarding the details of the sponsorship.

Decision: *"That the report be received and that the State Executive ratify the sponsorship request of $4,000 from Palm Beach Currumbin Football Club.*

Moved: Steve Gaske Seconded: Dallas Ezzy

- Donation Request

Executive member Ian McKewin spoke about a request from member Kahu Paewai whose son was diagnosed with Duchenne Muscular Dystrophy (DMD). A discussion occurred amongst Executive members regarding seeking clarity around the request.

Decision: *"That the report be received and that the request be tabled at the next State Executive meeting.*

Moved: Mark Read Seconded: Ian McKewin

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There being no further business the meeting closed at 3:29pm

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is authorised to sign them.

Chair: [redacted]

Date: 19-6-23.

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:37:53 AM
To: Luke Gibson
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Luke Gibson

A payment has been remitted to your account as follows: **7,000.00**

Bank Name: WPAC
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Luke Gibson

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	7,000.00
Total	**7,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:37:57 AM
To: Blake Hynes
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Blake Hynes (Financial Hardship)

A payment has been remitted to your account as follows: **15,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Blake Hynes (Financial Hardship)

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	15,000.00
Total	**15,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:38:00 AM
To: Royce Kupsch
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Royce Kupsch

A payment has been remitted to your account as follows: **3,500.00**

Bank Name: St George Bank
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Royce Kupsch

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	3,500.00
Total	**3,500.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:38:04 AM
To: [redacted]
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Matthew Clark

A payment has been remitted to your account as follows: **10,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Matthew Parfitt

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	10,000.00
Total	**10,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:38:07 AM
To: [redacted]
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Kurt Pauls

A payment has been remitted to your account as follows: **30,000.00**

Bank Name: Suncorp
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Kurt Pauls

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	30,000.00
Total	**30,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

From: Hemal Patel
Sent: Wednesday, 31 May 2023 8:38:11 AM
To: Beau Seiffert
Subject: EFT REMITTANCE
Attachments: ELPAY01.pdf

Attention: Accounts Receivable

Attached please find EFT Remittance advice.

CFMEU QLD
Construction & General
Head Office: 16 Campbell Street, BOWEN HILLS QLD 4006
Ph: [redacted] F: [redacted] E: [redacted]

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Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

CFMEUQ

EFT Remittance Advice

16 Campbell Street
Bowen Hills Queensland 4006
Australia

Beau Seiffert (Financial Hardship)

A payment has been remitted to your account as follows: **25,000.00**

Bank Name:
BSB Number: [redacted]
Account Number: [redacted]
Account Name: Beau Seiffert (Financial Hardship)

Payment Reference: DONATION 30/5/23
Payment Date: 31/05/2023

Details:

Invoice Number	Payment Amount
DONATION 30/5/23	25,000.00
Total	**25,000.00**

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Friday 11 August 2023 commencing at 9:30am

---

Present: Michael Ravbar, Royce Kupsch, Jade Ingham, Kane Lowth, Keith Murphy, Steve Amies, Ian McKewin, Mark Read, Steve Gaske, Jacqui Collie (Minute Secretary)

Apologies: Peter Close, Dallas Ezzy

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Monday 19 June 2023 were presented to the Executive.

Decision: *"That the previous minutes are a true and correct record."*

Moved: Steve Amies Seconded: Keith Murphy

Governance

- Disclosures

The Chair called for disclosures from members.

Governance

The Chair called for disclosures from members:

The Assistant State Secretary, Jade Ingham tabled and gave an update to a declaration in regards to a protracted dispute with his insurer and repairs to his family home, The Assistant State Secretary gave a detailed report on the background and timeline of the works and advised Executive members that the works have been completed. Evidence of payment to the contractor was provided by the Assistant State Secretary to the State Executive.

The material personal interest standing notices were reviewed.

No revisions were declared from the State Executive members.

- Conflict of Interest

State Secretary, Michael Ravbar declared a conflict in regards to the agenda item (General Business) in relation to the ADSS Race Day.

Financial Matters

- Income and Expenditure Statement for the period ended 31 July 2023

Docusign Envelope ID: 879EC87A-4E1F-8772-80D5-BBFA30085A5F

The State Secretary tabled the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction & General Division income and expenditure statement for the period ended 31 July 2023.

Decision: *"That the estimated income and expenditure statement for the period ended 31 July 2023 for the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland State Construction and General Division be received and endorsed."*

Moved: Ian McKewin Seconded: Mark Read

Decision:

- Income from Dues

The State Secretary tabled and reported on the income from dues as 31 July 2023.

Decision: *"That the income from dues as at 31 July 2023 be received."*

Moved: Keith Murphy Seconded: Steve Gaske

- Proposed Union Dues 2024

The State Secretary spoke to the tabled proposed union dues for 2024 and a discussion occurred amongst Executive members.

Decision: *"That the proposed union dues for 2024 be endorsed."*

Moved: Mark Read Seconded: Steve Amies

- Personal Payment Orders

The State Secretary determined that it was appropriate to abstain from both the deliberations and decision in relation to the requests as he has a personal interest in the decision. He left the room and did not participate in any discussion or decision in relation to the request.

The State Divisional Executive notes the following:

1. On 27 July 2023, Judge Vasta in *Fair Work Ombudsman v Construction, Forestry, Maritime, Mining and Energy Union (BBQ Case)* [2023] FedCFamC2G 668 declared that Michael Ravbar contravened the *Fair Work Act 2009* (Cth) on two occasions and, as a result, ordered that he pay two penalties totalling $9,320.00;
2. In respect of each of those penalties, Mr Ravbar must not:
   (a) seek or encourage the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) to pay to them, or their financial benefit, any money or financial benefit referable to the payment of the penalty; and
   (b) accept or receive from the CFMMEU any money or financial benefit referable to the payment of the penalty.
3. Mr Ravbar must comply with the orders.

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4. The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, State Construction and General Division (**State Union**) has received advice from Hall Payne Lawyers, confirming that:

   (a) the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEUQ**) is a separate legal entity to the CFMMEU;

   (b) the CFMEUQ was not involved in the contravention nor was it a party to the proceedings before the Federal Court; and

   (c) consequently, the Federal Court could not impose such an order on the CFMEUQ (nor, on their understanding of the findings, was such an order intended).

5. As a result, the Federal Court order places no obligation or prohibition on the CFMEUQ nor is it drafted to be binding upon the CFMEUQ.

6. The State Assistant Secretary has confirmed that the State Divisional Executive has all the powers of the State Union and can exercise that power in accordance with the objects of the CFMEUQ, which relevantly include:

   (a) advancing the interests of members;

   (b) advancing the living and working conditions of workers and their families;

   (c) being involved in socially responsible actions as part of the wider community in Queensland, Australia and overseas; and

   (d) doing all such things as may be necessary or incidental to the carrying out of the objects of the CFMEUQ.

7. The State Divisional Executive also has the power to grant donations in accordance with Rule B70 of the Part B Rules of the CFMEUQ, set out below:

   B70. DONATIONS/LOANS/GRANTS

   (a) The State Divisional Executive will have the power to grant donations when application has been made in accordance with the provisions of these State Divisional rules.

   (b) Payments may be made for the purpose of relieving members who are in distress.

   (c) No member who has been less than 3 months in the State Division will be eligible for assistance.

   (d) Requests for donations for purposes other than the relief of members will be forwarded to the State Divisional Executive and must contain full particulars of the purpose of the proposed donation.

   (e) Notwithstanding anything contained elsewhere in these rules a loan, grant or donation of any amount exceeding $1,000.00 will not be made by the Union, unless the State Divisional Executive has satisfied itself:

   (i) that the making of the loan, grant or donation would be in accordance with these State Divisional rules and the Union's rules; and

   (ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory,

   and has approved the making of the loan, grant or donation.

8. Michael is a member of the State Union, and the State Union is well known for looking after members. The State Divisional Executive has the power to make this decision and such a payment is within the objectives of the State Union.

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9. Further, Hall Payne Lawyers have confirmed that action taken here today as officers of the State Union is not action taken by you as officers of the Queensland Branch of the CFMMEU, Construction and General Division.
10. Michael is absent from both deliberation of the request and voting to approve/reject the request.

Decision: *The State Divisional Executive, noting the report given and that it has the power under rule B70 of the Part B Rules, directs that a donation be made to Michael Raybar of $9,320.*

Moved: Keith Murphy Seconded: Steve Amies

- Property Update

The State Secretary gave an update of recent property acquisitions in Jeay Street and 12 Campbell Street. He also gave an update on the Build to Rent project and how the retendering was going.

Decision: *"That the report be received and that the State Executive endorse expenditure to date."*

Moved: Mark Read Seconded: Steve Gaske

Campaigns

- Super Profit Tax (Housing Policy)

The State Secretary reported on the union's Super Profits Tax campaign. The union is calling on the Federal government to introduce a new tax on exorbitant company profits in order to address the housing crisis. He further reported on the success of Zach's speech to the National Press Club.

- AWU

The State Secretary gave an update on the AWU campaign. The Assistant State Secretary gave a detailed supplementary report.

- EBA Building

The State Secretary reported that the EBA activity has been high, and the union has received a positive response to the EBA.

The Assistant State Secretary supplemented the report.

- TMR

The State Secretary reported that there are still numerous problems over the compliance of the TMR EBA and reported on other issues. He further reported that even though there is new management, issues still exist within the Department.

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- Health and Safety Review

The State Secretary reported that the State Government response to the unions proposals to modernise and strengthen the health and safety laws is poor and that it is likely to campaign against the Government.

- Cross River Rail

The State Secretary reported on the activity over health and safety issues at Cross River Rail. He reported on the recent fatality of Nash on the project. He advised Executive that the union was making progress with CPB and the government to address the massive amount of problems on the job.

- Community Protest

The State Secretary reported that the community protest was successful, and the parties were reaching an agreement.

- Silica

The State Secretary reported on the silica campaign and advised that there will be a rally next week to campaign for a total ban on the product in Australia.

Decision: *"That the reports be received."*

Moved: Steve Amies Seconded: Ian McKewin

Union Rules

The State Secretary gave a report on the proposed rules changes in relation to the impending demerger of the Mining and Energy Division from the CFMMEU and to the renaming of the CFMMEU to the CFMEU following the demerger.

He advised that as a consequence of those changes in the federal jurisdiction, it is necessary to make some "housekeeping" changes in the State Union's rules – CFMEUQ (Part A), that will reflect the changes.

1. *Decision:* *That the Divisional Executive consent to rule A37 being deleted, and the following be inserted in lieu:*

A37. COUNTERPART FEDERAL BODY ELECTION EXEMPTION

(a) For this rule the words and phrases in column A have the meaning set out opposite in column B:

A	*B*
CFMEU	*The Construction, Forestry and Maritime Employees Union*
MEU	*Mining and Energy Union*

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(b) *The offices of the Union ('state office') that correspond with the offices of the counterpart federal body ('federal office'), due to the state office being similar to the federal office, are as follows:*

federal office	*state office*
The MEU, Qld District Branch (for this rule the 'Qld District')	*The Mining, Energy and Ports District*
Qld District President	*District President*
Qld District Senior Vice-President	*District Executive Vice-President*
Qld District Vice-President	*District Vice-President*
Qld District Secretary	*District Secretary*
Qld District Central Councillor	*District Councillor*
Qld District Board Member	*District Representative*

The CFMEU, C&G Division, Queensland Northern Territory Divisional Branch	*The State Construction and General Division*
Divisional Branch President	*State Divisional President*
Divisional Branch Senior Vice-President	*State Divisional Senior Vice-President*
Divisional Branch Vice-President	*State Divisional Vice-President*
Qld & NT Construction Workers Divisional Branch Vice-President	*State Divisional Vice-President*
Divisional Branch Secretary	*State Secretary*
Divisional Branch Assistant Secretary (Plasterers)	*State Divisional Assistant Secretary (Plasterers)*
Divisional Branch Assistant Secretary (Painters)	*State Divisional Assistant Secretary (Painters)*

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Divisional Branch Assistant Secretary (General)	*State Divisional Assistant Secretary (General)*
Divisional Branch Management Committee Member – South East Queensland	*State Divisional Council Member- South East Queensland*
Divisional Branch Management Committee Member – Regional Queensland	*State Divisional Council Member – Regional Queensland*

(c) The offices of the State Construction and General Division ('state office') that correspond with the offices of the counterpart federal body ('federal office'), due to the state office being similar to the federal office, are as follows:

The CFMEU, Manufacturing Division, Queensland Northern Territory Western Australian District	*The State Construction and General Division*
Divisional Branch President	*State Divisional Council Member – elected by, and from, those members eligible for membership under rule A7 section A(e)*

(d) The Union Secretary:

(i) will make application for exemption from holding an election as soon as practicable following the declaration of a relevant election held under the Fair Work (Registered Organisations) Act (Cth) (the 'federal election') for the counterpart federal body; and

(ii) will notify the membership of the Union or of a Division, as the case may be, of the making of the application for exemption, by means of a publication circulated to the relevant members free of charge;

(iii) will seek, in the making of an application for exemption, that a state office set out in sub-rule (b) be filled by a person elected in the relevant federal election to the federal office that corresponds, as provided by this rule, with the state office; and

(iv) if requested by the State Secretary of the State Construction and General Division to seek an exemption under sub-rule (e), will seek, in the making of an application for exemption, that the state office set out in sub-rule (c) be filled by a person elected in the relevant federal election to the federal office that corresponds, as provided by this rule, with the state office.

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(e) The State Executive of the State Construction and General Division may:

(i) determine that an exemption will be sought in respect of the state office set out in sub-rule (c); and

(ii) if making a determination under paragraph (i), direct the State Secretary to request that the Union Secretary seek the application under sub-rule (d).

(f) In the event of the exemption not being granted, or being only partially granted, the Union Secretary will as soon as practicable proceed to file the prescribed material required to be filed in relation to the holding of an election, or a relevant election, as the case may be, pursuant to these Union rules.

(g) Without limitation to sub-rule (d), the Secretary of a Division may request that the Union Secretary take such steps as may be required in accordance with these Part A rules to make application for an exemption from election ballot.

(h) A Secretary of a Division will do the things reasonably required by the Union Secretary to assist the Union Secretary in making the application for exemption from election ballot.

(i) In the event of the exemption not being granted, or being only partially granted, a Secretary of a Division will promptly request the Union Secretary file the prescribed material required to be filed in relation to the holding of an election, or a relevant election, as the case may be, pursuant to the Part B or C rules and the Union Secretary will promptly file that material.

(j) The positions of the Mining, Energy and Ports District (the 'state position') that correspond with the positions of the counterpart federal body (the 'federal position'), due to the state positions being similar to the federal positions, are as follows:

The MEU, Qld District Branch (for this rule the 'Qld District')	*The Mining, Energy and Port District*
Qld District Lodge Delegates	*District Lodge Delegates*
Qld District Union Inspectors	*District Union Inspectors*
Qld District Lodge Committee Members Lodge Committee Members	*Lodge Committee Members*

(k) The persons who fills the federal position will fill the state position set out in sub-rule (j) on, and from, the date that they are declared elected to the federal position.

(l) The positions of the State Construction and General Division (the 'state position') that correspond with the positions of the counterpart federal body of the respective Division (the 'federal position'), due to the state positions being similar to the federal positions, are as follows:

The CFMEU, C&G Division, Queensland Northern Territory Divisional Branch	*The State Construction and General Division*

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Divisional Branch Organisers	*State Divisional Organisers*

(m) The State Executive of the State Construction and General Division may determine that the person who fills the federal position will fill the state position set out in sub-rule (l).

2. *That the Divisional Executive consent to new rule A64 being inserted:*

A64

(a) For this rule the words and phrases in column A have the meaning set out opposite in column B:

A	*B*
Certification Date	*the date of registration of the MEU or the certification of the change of name of the CFMMEU to the CFMEU whichever is the later*
CFMEU	*Construction, Forestry and Maritime Employees Union*
CFMMEU	*Construction, Forestry, Maritime, Mining and Energy Union*
MEU	*Mining and Energy Union*

(b) The purpose of this rule is to provide for the transition of the State Construction and General Division and the Mining, Energy and Ports District as respective sections of the CFMMEU to respectively becoming a section of the CFMEU and the MEU.

(c) Rule A37 will have effect up to the day immediately preceding the Certification Date with references to the CFMEU and to the MEU being references to the CFMMEU.

(d) Rule A37 will have effect according to its terms on, and from, the Certification Date.

3. *That the State Secretary is requested to do all things necessary to progress the amendment of the Part A rules.*

Moved: Ian McKewin Seconded: Steve Gaske

General Business

- ADSS Sponsorship Request

Correspondence from the Asbestos Disease Support Society requesting sponsorship for its Annual Charity Race Day was tabled.

The State Secretary declared a conflict of interest due to his wife, Kay Ravbar being employed at the Society. He left the room and did not participate in any discussion or decision in relation to the sponsorship request.

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The President spoke to the sponsorship request.

Decision: *"That the correspondence be received and that the State Executive endorse a donation of $8000 + GST to the Asbestos Disease Support Society (+ GST).*

Moved: Steve Amies Seconded: Ian McKewin

- Sponsorship Request

The State Secretary tabled a request from member Noel Barrett seeking sponsorship for an under 16 Aboriginal and Torres Strait Islander Rugby League team from Townsville to travel to QMC in Redcliffe.

Decision: *"That the report be received and that the State Executive endorse a donation of $5,000 to long term financial member Noel Barrett for an under 16 Aboriginal and Torres Strait Islander Rugby League team from Townsville to travel to QMC in Redcliffe.*

Moved: Keith Murphy Seconded: Steve Gaske

- MIC Charity Lunch

The State Secretary tabled sponsorship request from Mates in Construction with packages available to support their fundraising lunch.

Decision: *"That the report be received and that the State Executive endorse that the union purchase a table of 10 ($3,000 plus GST) to the Mates in Construction Charity Lunch.*

Moved: Steve Amies Seconded: Steve Gaske

Executive member Mark Read thanked Executive members on behalf of member Kahu Paewai whose son was diagnosed with Duchenne Muscular Dystrophy (DMD) for the donation of $2500.

Decision: *"That the report be received."*

Moved: Ian McKewin Seconded: Jade Ingham

There being no further business the meeting closed at 11:03am

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is authorised to sign them.

Chair [redacted]

Date: 8-12-23.

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Special Meeting of the Construction, Forestry, Mining and Energy Union Industrial Union of Employees, Queensland – Construction and General Division State Executive held on Wednesday 24 July 2024 commencing at 7:00am

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Present: Michael Ravbar, Royce Kupsch, Jade Ingham, Ian McKewin, Mark Read, Steve Amies, Steve Gaske, Peter Close, Dallas Ezzy, Jacqui Collie (Minute Secretary)

Apologies: Keith Murphy

Previous Minutes:

The minutes of the Construction, Forestry, Mining & Energy Union, Industrial Union of Employees, Queensland Construction and General Division State Executive held on Tuesday 25 June 2024 and the minutes of the meeting held on Thursday 18 July 2024 were presented to the Executive.

Decision: *"That the minutes of the meeting held on Tuesday 25 June 2024 and Thursday 18 July 2024 be adopted as a true and correct record"*

Moved: Ian McKewin Seconded: Steve Gaske

Governance

The Chair called for disclosures from members:

No revisions were declared from the State Executive members.

- Conflict of Interest

Steve Amies, Executive Member declared a conflict in regard to agenda item - Financial matters in relation to the Cross River Rail Hardship Fund.

Financial Matters

- State Construction and General Division Cross River Rail Hardship Fund

Executive member, Steve Amies declared a conflict of interest due to his role as delegate at Cross River Rail. He did not participate in any discussion or decision in relation to the resolution.

The State Divisional Executive noted that members of the State Division and/or their dependants are experiencing financial hardship and/or distress as a result of their participation in industrial action.

Decision: *The State Divisional Executive resolves as follows:*

1) In this resolution:

*a) **Eligible Member** means a person who:*

i) Is a member of the State Division for the purpose of Part B of the Union Rules; and

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ii) *Has participated in taking industrial action and provided support at the picket at Cross River Rail Project; and*

iii) *Is experiencing hardship and/or distress.*

b) *All other terms have the meaning given by Part B of the Union Rules.*

2) *The State Division is to establish a special fund, to be known as the: "Cross River Rail Hardship Fund" ('**Hardship Fund**')*

3) *The purpose of the Hardship Fund shall be relieving Eligible Members or any of the Eligible Member's dependants from hardship and/or distress.*

4) *The State Divisional Executive shall cause to have opened an account in a financial facility for the purpose of holding the monies comprising the Hardship Fund.*

5) *The name of such account shall be the: "Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland, Construction & General State Division – Cross River Rail Hardship Fund" account (**Hardship Fund Account**).*

6) *Until the Hardship Fund Account has been established, the monies comprising the Hardship Fund shall be accounted for separately to the remainder of the State Divisional Fund or such other monies as the State Division controls.*

7) *The State Divisional Executive authorises the transfer of monies from the Compulsory Levy Defence Fund to the Hardship Fund.*

8) *The State Division may invite members (whether financial or otherwise) or other persons to contribute to the Hardship Fund.*

9) *Contributions to the Hardship Fund may be received by any means, including direct debit, payroll deduction and authorisation to deduct.*

10) *The State Divisional Executive will provide such authority to establish such facilities as are necessary to receive those contributions to the Hardship Fund.*

11) *The State Divisional Executive may at its discretion, upon application from an Eligible Member, make a payment to that Eligible Member for the purpose of relieving the Eligible Member or any of the Eligible Member's dependants from hardship and/or distress.*

12) *In making its determination as to whether to make a payment pursuant to this resolution, the State Divisional Executive has full discretion as to its satisfaction in relation to the making of a payment, including whether the preconditions for doing so exist.*

13) *The State Divisional Executive may delegate any or all of its functions or powers under this resolution to an Officer of the State Division on any terms that it determines.*

14) *If the State Divisional Executive delegates any of its functions or powers under this resolution, it may provide guidance to that Officer in relation to how those functions or powers are to be exercised, including how any discretion is to be exercised.*

15) *The State Secretary will cause to have records kept of any payments made into or out of the Hardship Fund, as well as any other records that are required to be kept to comply with auditing or statutory requirements.*

16) *Provided that if the monies are not expended from the Cross River Rail Hardship Fund, once the Cross River Rail dispute concludes those monies are to be transferred to the Compulsory Levy Defence Funds.*

Moved: Ian McKewin Seconded: Steve Gaske

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Decision: *The State Executive approves to open a new Business Society Cheque Account for:*

Construction Forestry Mining & Energy, Industrial Union of Employees QLD State Construction & General Division
ABN: 12 898 529 251

The signatories for the new account will be:
Michael Ravbar
Jade Ingham
Steve Gaske
Keith Murphy

Moved: Dallas Ezzy Seconded: Mark Read

- Union Property

The State Secretary gave a detailed update on our investments with a number of union properties.

Decision: *"That the report be received."*

Moved: Peter Close Seconded: Steve Amies

Delegates Convention

The State Secretary gave an update on the delegates convention including current number of delegates registered and guest speakers scheduled from 31 July – 2 August 2024 at the RACV.

Decision: *"That the report be received."*

Moved: Peter Close Seconded: Ian McKewin

General Business

The State Secretary tabled a sponsorship request from Townsville Walkabouts Rugby League Team.

Decision: *"That the report be received and that the State Executive endorse the sponsorship request of $5000 for the Townsville Walkabouts Rugby League Team."*

Moved: Dallas Ezzy Seconded: Mark Read

There being no further business the meeting closed at 7:28am

That these minutes have been approved and signed as a true and correct record of the meeting and the Chair is au[redacted]

Chair: [redacted]

Date: [redacted]

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G/L Transactions Listing - In Functional Currency (GLPTLS1)

Include Accounts With No Activity	[No]
Include Balances and Net Changes	[Yes]
Include Posting Seq. and Batch-Entry	[Yes]
Page Break After Each Account	[No]
From Year - Period	[2020 - 01] To [2024 - 12]
Sort By	[Base Account]
Sort Transactions By Date	[No]
From Base Account	[ ] To [59371]
From Account Group	[ ] To [ZZZZZZZZZZZZ]
Last Year Closed	2024
Last Posting Sequence	14970
Use Rolled Up Amounts	[No]
Date	Doc. Date

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Account Number/ Year/ Prd.	Source	Doc. Date	Description/ Reference	Posting Seq.	Batch-Entry	Debits	Credits	Net Change	Balance
[redacted]			**Donations general > $1k**						0.00
2021									
11	AP-IN	15/02/2021	Brothers Rugby League Football Club Inc	10119	10383-1	6,000.00			
			Net Change and Ending Balance for Fiscal Period 11:					6,000.00	6,000.00
12	AP-IN	12/03/2021	Queensland Council Of Unions	10140	10404-34	2,000.00			
			Net Change and Ending Balance for Fiscal Period 12:					2,000.00	8,000.00
CLS	GL-CL	29/03/2021	CLOSING ENTRY 10000	10187	10452-72		8,000.00		
			Net Change and Ending Balance for Fiscal Period CLS:					-8,000.00	0.00
			Totals: Donations general > $1k 2021			**8,000.00**	**8,000.00**	**0.00**	**0.00**
2022									
01	BK-EN	8/04/2021	CFMEU CommBiz Bluey Menon TRANSFER IN Transfer	10238	10502-1	15,000.00			
01	BK-EN	9/04/2021	IMT CTUM Support BWI INTERNET TRANSFE Transfer	10251	10515-1	5,000.00			
01	GL-JE	9/04/2021	Transfer payment to Arturo Menon to campaign hCF21148	10246	10505-1		15,000.00		
			Net Change and Ending Balance for Fiscal Period 01:					5,000.00	5,000.00
05	AP-IN	31/08/2021	Queensland Asbestos Related Disease Support Race Day Sponsorshio 2021	10802	11067-13	1,600.00			
			Net Change and Ending Balance for Fiscal Period 05:					1,600.00	6,600.00
06	AP-IN	6/09/2021	Brothers Rugby League Football Club Inc	10839	11104-36	3,500.00			
			Net Change and Ending Balance for Fiscal Period 06:					3,500.00	10,100.00

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G/L Transactions Listing - In Functional Currency (GLPTLS1)

Account Number/ Year/ Prd.	Source	Doc. Date	Description/ Reference	Posting Seq.	Batch-Entry	Debits	Credits	Net Change	Balance
07	AP-IN	12/10/2021	CFMEU Constn & General National Account	10976	11241-13	10,000.00			
			Net Change and Ending Balance for Fiscal Period 07:					10,000.00	20,100.00
CLS	GL-CL	31/03/2022	CLOSING ENTRY 10000	11563	11829-80		20,100.00		
			Net Change and Ending Balance for Fiscal Period CLS:					-20,100.00	0.00
			Totals: Donations general > $1k 2022			**35,100.00**	**35,100.00**	**0.00**	**0.00**
2023									
01	AP-IN	19/04/2022	LPQ Flynn FEC Matt Burnett Matt Burnett Flynn Campaign	11640	11905-1	15,000.00			
01	AP-IN	19/04/2022	Australia Labor Party Qld Wide Bay FEC	11643	11908-1	10,000.00			
			Net Change and Ending Balance for Fiscal Period 01:					25,000.00	25,000.00
02	AP-IN	3/05/2022	All Star Boxing	11789	12054-33	1,500.00			
02	AP-IN	5/05/2022	Brothers Rugby League Football Club Inc	11789	12054-34	6,000.00			
02	AP-IN	30/05/2022	Robert Scofield	11803	12068-1	10,000.00			
02	AP-IN	30/05/2022	Dean Pagatoo	11803	12068-2	10,000.00			
02	AP-IN	30/05/2022	Craig Virtue	11803	12068-3	10,000.00			
02	AP-IN	30/05/2022	Mark Virtue	11803	12068-4	10,000.00			
			Net Change and Ending Balance for Fiscal Period 02:					47,500.00	72,500.00
03	AP-IN	21/06/2022	Gregory Scott Brown	11898	12163-1	2,500.00			
03	GL-JE	27/06/2022	ccLB ST VINCENT DE PAUL QLD SOUTH BR hCF22207	11921	12186-1	5,020.00			
			Net Change and Ending Balance for Fiscal Period 03:					7,520.00	80,020.00
06	AP-IN	13/09/2022	Beau Seiffert Re: Financial Distress Payment	12209	12474-21	15,000.00			
			Net Change and Ending Balance for Fiscal Period 06:					15,000.00	95,020.00
08	AP-IN	22/11/2022	Ruben Lingwoodock Memorial Team	12451	12716-1	5,000.00			
08	GL-JE	28/11/2022	ccLB The Movember Group Richmond AU hCF22226	12458	12723-1	1,000.00			
			Net Change and Ending Balance for Fiscal Period 08:					6,000.00	101,020.00
10	AP-IN	30/01/2023	Blake Hynes (Financial Hardship)	12679	12944-1	12,000.00			
10	AP-IN	30/01/2023	Beau Seiffert (Financial Hardship)	12679	12944-2	24,000.00			
			Net Change and Ending Balance for Fiscal Period 10:					36,000.00	137,020.00
11	AP-IN	15/02/2023	Brisbane Aboriginal Sovereign Embassy	12719	12984-1	12,000.00			
11	GL-JE	8/03/2023	ccLB STARLIGHT.ORG.AU NAREMBURN hCF23238	12778	13043-1	2,500.00			
11	GL-JE	8/03/2023	ccLB MATER FOUNDATION NEWSTEAD	12778	13043-1	5,000.00			

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G/L Transactions Listing - In Functional Currency (GLPTLS1)

Account Number/ Year/ Prd.	Source	Doc. Date	Description/ Reference	Posting Seq.	Batch-Entry	Debits	Credits	Net Change	Balance
			hCF23238						
11	GL-JE	9/03/2023	Transfer Movember donation to correct donatior	12790	13055-1		1,000.00		
			hCF23241						
			Net Change and Ending Balance for Fiscal Period 11:					18,500.00	155,520.00
12	AP-IN	29/03/2023	Blake Hynes (Financial Hardship)	12860	13125-2	12,000.00			
			Donation per State Exec Resolution						
12	AP-IN	29/03/2023	Michael Ravbar	12860	13125-11	7,000.00			
			Donation per State Exec Resolution						
12	GL-JE	29/03/2023	ccLB REACHOUT AUSTRALIA PYRMONT	12855	13120-1	2,500.00			
			hCF23242						
			Net Change and Ending Balance for Fiscal Period 12:					21,500.00	177,020.00
CLS	GL-CL	31/03/2023	CLOSING ENTRY	12879	13144-75		177,020.00		
			10000						
			Net Change and Ending Balance for Fiscal Period CLS:					-177,020.00	0.00
			Totals: Donations general > $1k 2023			**178,020.00**	**178,020.00**	**0.00**	**0.00**
2024									
02	AP-IN	30/05/2023	Kurt Pauls	13114	13380-1	30,000.00			
02	AP-IN	30/05/2023	Beau Seiffert (Financial Hardship)	13114	13380-2	25,000.00			
02	AP-IN	30/05/2023	Blake Hynes (Financial Hardship)	13114	13380-3	15,000.00			
02	AP-IN	30/05/2023	Luke Gibson	13114	13380-4	7,000.00			
02	AP-IN	30/05/2023	Matthew Clark	13114	13380-5	10,000.00			
02	AP-IN	30/05/2023	Royce Kupsch	13114	13380-6	3,500.00			
02	AP-IN	30/05/2023	Marty Te Albert	13118	13384-1	3,500.00			
02	GL-JE	5/06/2023	Correct donation to The Centre of Women	13143	13409-1	5,000.00			
			hCF23259						
			Net Change and Ending Balance for Fiscal Period 02:					99,000.00	99,000.00
03	AP-IN	13/06/2023	Box Rallies Pty Ltd	13185	13451-18	1,250.00			
			Box Rallies Donation - Cancer Council						
03	AP-IN	14/06/2023	Box Rallies Pty Ltd	13185	13451-19	1,250.00			
			Box Rallies Donation Cancer Council						
03	AP-IN	22/06/2023	Kahu Paewai	13207	13473-33	2,500.00			
			Net Change and Ending Balance for Fiscal Period 03:					5,000.00	104,000.00
04	AP-IN	25/07/2023	Mates In Construction	13336	13602-17	1,100.00			
			Net Change and Ending Balance for Fiscal Period 04:					1,100.00	105,100.00
06	AP-IN	21/09/2023	Joseph Stark	13536	13803-4	5,000.00			
06	AP-IN	26/09/2023	Michael Ravbar	13573	13840-15	9,320.00			

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Account Number/ Year/ Prd.	Source	Doc. Date	Description/ Reference	Posting Seq.	Batch-Entry	Debits	Credits	Net Change	Balance
			Donation as per CFMEUQ State Exec						
			Net Change and Ending Balance for Fiscal Period 06:					14,320.00	119,420.00
11	AP-IN	19/02/2024	Joseph Stark	14100	14368-1	5,000.00			
			Net Change and Ending Balance for Fiscal Period 11:					5,000.00	124,420.00
			Totals: Donations general > $1k 2024			**124,420.00**	**0.00**	**124,420.00**	**124,420.00**
[redacted]			**Donations general < $1k**						0.00
2021									
12	AP-IN	18/03/2021	Cash	10157	10421-1	200.00			
			Net Change and Ending Balance for Fiscal Period 12:					200.00	200.00
CLS	GL-CL	29/03/2021	CLOSING ENTRY 10000	10187	10452-73		200.00		
			Net Change and Ending Balance for Fiscal Period CLS:					-200.00	0.00
			Totals: Donations general < $1k 2021			**200.00**	**200.00**	**0.00**	**0.00**
2022									
05	AP-IN	18/08/2021	Brisbane Lesbian and Gay Pride Choir Inc	10764	11029-38	250.00			
			Net Change and Ending Balance for Fiscal Period 05:					250.00	250.00
06	AP-IN	10/09/2021	The Big Ride for Palestine - Australia	10869	11134-11	500.00			
06	GL-JE	29/09/2021	ccLB UNION AID ABROAD-APHED SYDNEY hCF21170	10907	11172-1	500.00			
			Net Change and Ending Balance for Fiscal Period 06:					1,000.00	1,250.00
08	GL-JE	26/11/2021	ccLB The Movember Group Richmond AU hCF21177	11136	11401-1	900.36			
			Net Change and Ending Balance for Fiscal Period 08:					900.36	2,150.36
12	GL-JE	28/03/2022	ccLB RIVER MEMORABILIA BOTANY N hCF22191	11549	11814-1	1,000.00			
			Net Change and Ending Balance for Fiscal Period 12:					1,000.00	3,150.36
CLS	GL-CL	31/03/2022	CLOSING ENTRY 10000	11563	11829-81		3,150.36		
			Net Change and Ending Balance for Fiscal Period CLS:					-3,150.36	0.00
			Totals: Donations general < $1k 2022			**3,150.36**	**3,150.36**	**0.00**	**0.00**
2023									
04	AP-IN	21/07/2022	The Big Ride for Palestine - Australia	12015	12280-7	500.00			
			Net Change and Ending Balance for Fiscal Period 04:					500.00	500.00

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G/L Transactions Listing - In Functional Currency (GLPTLS1)

Account Number/ Year/ Prd.	Source	Doc. Date	Description/ Reference	Posting Seq.	Batch-Entry	Debits	Credits	Net Change	Balance
05	AP-IN	18/08/2022	Mates In Construction	12114	12379-20	1,000.00			
			Net Change and Ending Balance for Fiscal Period 05:					1,000.00	1,500.00
11	GL-JE	9/03/2023	Transfer Movember donation to correct donatior hCF23241	12790	13055-1	1,000.00			
			Net Change and Ending Balance for Fiscal Period 11:					1,000.00	2,500.00
CLS	GL-CL	31/03/2023	CLOSING ENTRY 10000	12879	13144-76		2,500.00		
			Net Change and Ending Balance for Fiscal Period CLS:					-2,500.00	0.00
			Totals: Donations general < $1k 2023			**2,500.00**	**2,500.00**	**0.00**	**0.00**
2024									
03	GL-JE	27/06/2023	ccLB ST VINCENT DE PAUL QLD SOUTH BR hCF23261	13218	13484-1	820.00			
			Net Change and Ending Balance for Fiscal Period 03:					820.00	820.00
06	GL-JE	27/09/2023	ccLB MS QUEENSLAND EVENTS MILTON hCF23271	13567	13834-1	750.00			
			Net Change and Ending Balance for Fiscal Period 06:					750.00	1,570.00
09	GL-JE	9/01/2024	ccLB The Movember Group Richmond AUS Doı hCF24283	13926	14194-1	900.36			
			Net Change and Ending Balance for Fiscal Period 09:					900.36	2,470.36
11	AP-IN	26/02/2024	Ali France	14121	14389-1	900.00			
			Net Change and Ending Balance for Fiscal Period 11:					900.00	3,370.36
12	GL-JE	27/03/2024	ccMR ZLR*SS4H02 Brisbane AUS S hCF24300	14241	14509-1	200.00			
			Net Change and Ending Balance for Fiscal Period 12:					200.00	3,570.36
			Totals: Donations general < $1k 2024			**3,570.36**	**0.00**	**3,570.36**	**3,570.36**
			Report Totals:			**354,960.72**	**226,970.36**	**127,990.36**	**127,990.36**

2 accounts printed

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

ABN 12 898 529 251

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2023

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

COMMITTEE OF MANAGEMENT OPERATING REPORT

FOR THE YEAR ENDED 31 MARCH 2023

Operating Report

In accordance with section 764 of the *Industrial Relations Act 2016* ("Act") the Committee of Management ("the Committee") presents its Operating Report on the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("Union"), for the year ended 31 March 2023.

Principal Activities

The principal activities of the Union, fall into the following categories:

- Implementation of the decisions of the State Executive and State Management Committee.
- The development and implementation of the Union policy through effective communications with members at the workplace.
- The administration of State awards, the variation of awards following major test cases (ie State wage case) and making other variations to awards for other industrial matters.
- Industrial support including representation of members grievances and/or advice at their workplaces and/or through the various industrial tribunals (ie Industrial Relations Commission, Workers Compensation etc).
- Ongoing communication to members and the broader community through meetings, rallies, media releases, journals and flyers.
- Growing the organisation through good on the job organisation and strong links between the organisers and members.

There were no significant changes to the nature of those activities during the period.

Operating Results

The operating surplus for the financial year amounted to $426,322 (31 March 2022: $769,173 surplus)

Significant Changes in Financial Affairs

There was no significant change in the financial affairs of the Union during the year.

Events subsequent to reporting date

There were no events that occurred after 31 March 2023, and/ or prior to the signing of the financial statements, that would affect the ongoing structure and financial activities of the Union.

Future Developments

Likely developments in the operations of the Union and the expected results of those operations in future financial years have not been included in this report as such information is likely to result in unreasonable prejudice to the Union.

Environmental Issues

The Union's operations are not regulated by any significant environmental regulation under a law of the Commonwealth or of a state or territory.

Members Right to Resign

A member may resign from the Union by written notice addressed and delivered to the Secretary of the Union in which membership is held.

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Officers or Members who are Superannuation Fund Trustees/ Director of a Company that is a Superannuation Fund Trustee

Those who hold a position of trustee or director of an entity, scheme or company as described in s.764 (2) (d) of the *Industrial Relations Act 2016*, where a criterion of such entity is that the holder of such position must be a member or official of a registered organisation are as follows:

Jacqui Collie	– Member of the Union - Director of BUSSQ
Michael Ravbar	– Member and State Secretary of the Union - Director of BUSSQ
Emma Eaves	– Member of the Union - Director of BUSSQ

Number of Members

The number of members at the end of the financial period recorded in the register of members and taken to be members of the Union was 15,763 (2022: 14,423).

Number of Employees

The number of full-time equivalent employees of the Union at the end of the financial year was 43 (2022: 40).

Members of the Committee of Management

The name of each person who has been a member of the committee of management of the Union at any time during the reporting period, and the period for which he or she held such a position is as follows:

Name	Period of appointment
Michael Ravbar	Whole period
Royce Kupsch	Whole period
Steve Gaske	Whole period
Dallas Ezzy	Whole period
Ian McKewin	Whole period
Jade Ingham	Whole period
Keith Murphy	Whole period
Peter Close	Whole period
Mark Read	Whole period
Steve Amies	Whole period
Kane Lowth	Whole period

Indemnifying Officers or Auditors

The Union has not, during or since the end of the financial year, in respect of any person who is or has been an officer or auditor:

- indemnified or made any relevant agreement for indemnifying against a liability, including costs and expenses in successfully defending legal proceedings; or
- paid or agreed to pay a premium in respect of a contract insuring against liability for the costs or expenses to defend legal proceedings.

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Disclosure Statements - Remuneration and Non-Cash Benefits of Highest Paid Officers

The highest paid officers of the Union for the disclosure period ended 31 March 2023 and the amounts of the relevant remuneration paid to them and the value or form of non-cash benefits received by them are set out in in Note 14 of the financial statements.

Disclosure Statements – Loans, Grants and Donations

A copy of the loans, grants and donations register of the Union have been disclosed as described under s. 764 (2) (f) of the *Industrial Relations Act 2016.*

This report is made in accordance with a resolution of the Committee of Management and is signed for and on behalf of the Committee of Management by:

[redacted]

Michael John Ravbar
State Secretary

30 May 2023

Brisbane

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

COMMITTEE OF MANAGEMENT STATEMENT

FOR THE YEAR ENDED 31 MARCH 2023

On 30 May 2023, the Committee of Management of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("Union") passed the following resolution to the General Purpose Financial Report (GPFR) of the reporting unit for the year ended 31 March 2023.

The Committee of Management declares in relation to the GPFR that in its opinion:

(a) the financial statements and notes comply with the Australian Accounting Standards;

(b) the financial statements and notes comply with the reporting guidelines of the Registrar;

(c) the financial statements and notes give a true and fair view of the financial performance, financial position and cash flows of the Union for the financial year to which they relate;

(d) there are reasonable grounds to believe that the Union will be able to pay its debts as and when they become due and payable; and

(e) during the financial year to which the GPFR relates and since the end of that year:

i. meetings of the Committee of Management were held in accordance with the rules of the organisation and the rules of the Union concerned; and

ii. the financial affairs of the Union have been managed in accordance with the rules of the organisation including the rules of the Union concerned; and

iii. the financial records of the Union have been kept and maintained in accordance with the Act; and

iv. where the organisation consists of two or more reporting units, the financial records of the reporting unit have been kept, as far as practicable, in a consistent manner to each of the other reporting units of the organisation; and

v. where information has been sought in any request of a member of the reporting unit or Registrar duly made under section 787 of the Act, that information has been provided to the member or Registrar; and

vi. where any order for inspection of financial records has been made by the Queensland Industrial Relations Commission under section 788 of the Act, there has been compliance.

(f) the organisation has complied with the requirements under section 741 of the Act, Financial Management Training, and in so doing confirm the following:

Officer's Name: Michael John Ravbar
Role in the organisation: State Secretary
Date the officer most recently completed the training: 12 May 2020
Training package: Union Governance
Provider: Australian Council of Trade Unions

This declaration is made in accordance with a resolution of the Committee of Management.

Name of Designated Officer:	**Michael John Ravbar**
Title of Designated Officer:	[redacted]
Signature:	[redacted]
Date:	30 May 2023

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF COMPREHENSIVE INCOME

FOR THE YEAR ENDED 31 MARCH 2023

	Notes	31 March 2023 $	31 March 2022 $
Revenue from contracts with customers			
Membership subscription		10,931,623	9,868,104
Capitation fees		-	-
Levies	3A	1,266,331	1,175,548
Voluntary collections – ADSS Donations		38,970	35,930
Interest	3B	345,579	63,832
Rental revenue	3C	722,599	675,214
Other revenue	3E	1,256,282	1,752,444
Total revenue		14,561,384	13,571,072
Income for furthering objectives			
Grants and/or donations	3D	388,582	380,962
Total income for furthering objectives		388,582	380,962
Other income			
Net gains from sale of assets	3F	-	-
Change in fair value of investment properties		290,014	-
Total other income		290,014	-
Total income		15,239,980	13,952,034
Expenses			
Employee expenses	4A	7,249,930	6,690,319
Capitation fees	4B	892,527	791,721
Affiliation fees	4C	97,380	94,726
Administration expenses	4D	529,702	223,289
Voluntary collections – ADSS Donations		38,970	35,930
Grants or donations	4E	179,520	23,250
Depreciation and amortisation	4F	336,647	317,568
Finance costs	4G	86,243	63,511
Legal costs	4H	1,657,152	2,173,789
Audit fees	4I	27,463	26,218
Property costs	4J	521,338	531,922
Change in fair value of financial assets		536,743	179,781
Other expenses	4K	2,660,043	2,030,837
Total expenses		14,813,658	13,182,861
Surplus (deficit) for the year		426,322	769,173
Other comprehensive income			
Gain/(Loss) on revaluation of land & buildings		216,264	-
Total comprehensive income for the year		642,586	769,173

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF FINANCIAL POSITION

AS AT 31 MARCH 2023

	Notes	31 March 2023 $	31 March 2022 $
ASSETS			
Current Assets			
Cash and cash equivalents	5A	3,218,579	1,269,049
Trade and other receivables	5B	486,614	141,109
Other current assets	5C	-	59,457
Financial assets	5D	-	6,484,367
Total current assets		3,705,193	7,953,982
Non-Current Assets			
Property, plant and equipment	5E	9,040,873	7,457,708
Right of use asset	9	7,426	96,531
Investment property	5F	18,469,900	16,595,563
Total non-current assets		27,518,199	24,149,802
Total assets		31,223,392	32,103,784
LIABILITIES			
Current Liabilities			
Trade and other payables	6A	842,192	1,653,723
Employee provisions	6B	1,322,891	1,320,979
Revenue in advance	6C	5,023,050	4,153,461
Lease Liability	9	7,827	91,975
Total current liabilities		7,195,960	7,220,138
Non-Current Liabilities			
Trade and other payables	6A	-	1,500,000
Employee provisions	6B	604,690	596,663
Lease liability	9	-	7,827
Total non-current liabilities		604,690	2,103,490
Total liabilities		7,800,650	9,323,628
Net assets		23,422,742	22,780,156
EQUITY			
Asset revaluation reserve		1,328,880	1,112,616
Retained earnings		22,093,862	21,667,540
Total equity		23,422,742	22,780,156

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED 31 MARCH 2023

	Notes	Asset revaluation reserves	Retained Earnings Compulsory Levy Defence Fund	Retained Earnings General Fund	Total equity
		$	$	$	$
Balance as at 1 April 2021		**1,112,616**	**8,594,816**	**12,303,551**	**22,010,983**
Surplus (deficit) for the year		-	900,668	(131,495)	769,173
Other comprehensive income for the year		-	-	-	-
Closing balance as at 31 March 2022		**1,112,616**	**9,495,484**	**12,172,056**	**22,780,156**
Surplus (deficit) for the year		-	973,969	(547,647)	426,322
Other comprehensive income for the year		216,264	-	-	216,264
Closing balance as at 31 March 2023		**1,328,880**	**10,469,453**	**11,624,409**	**23,422,742**

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED 31 MARCH 2023

	Notes	31 March 2023 $	31 March 2022 $
OPERATING ACTIVITIES			
Cash received			
Receipts from other reporting units	7B	4,148,119	581,890
Receipts from members and other customers		16,575,669	12,253,210
Rent received		363,786	328,232
Interest		378,357	26,364
Dividend received		-	750,000
Wage claim receipts		503,683	878,276
Cash used			
Employees and suppliers		(14,047,653)	(10,998,648)
Wage claim payments		(490,076)	(865,514)
Finance cost		(84,001)	(57,783)
Payment for leases	9	(99,144)	(98,674)
Payment to other reporting units	7B	(2,100,444)	(1,822,050)
Net cash from (used by) operating activities	7A	5,148,296	975,303
INVESTING ACTIVITIES			
Cash received			
Proceeds from sale of property, plant and equipment		-	-
Cash used			
Purchase of financial assets		-	(24,421)
Purchase of plant and equipment		(1,614,443)	(488,646)
Purchase of investment property		(1,584,323)	(3,478,309)
Net cash from (used by) investing activities		(3,198,766)	(3,991,376)
FINANCING ACTIVITIES			
Net cash received for/(paid to) CFMEU C&G QNTDB	7B	-	-
Net increase (decrease) in cash held		1,949,530	(3,016,073)
Cash & cash equivalents at the beginning of the reporting period		1,269,049	4,285,122
Cash & cash equivalents at the end of the reporting period	7A	3,218,579	1,269,049

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

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Note 4	Expenses
Note 5	Assets
Note 6	Liabilities
Note 7	Cash flow
Note 8	Related party disclosures
Note 9	Leases
Note 10	Contingent liabilities, assets and commitments
Note 11	Remuneration of auditors
Note 12	Financial instruments
Note 13	Fair value measurements
Note 14	Disclosure of Officers' remuneration and non-cash benefits
Note 15	Section 787 *Industrial Relations Act 2016*
Note 16	Administration of financial affairs by a third party
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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1.1 Basis of preparation of the financial statements

The financial statements are general purpose financial statements and have been prepared in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board (AASB) that apply for the reporting period and the *Industrial Relations Act 2016*. Compliance with Australian Accounting Standards ensures that the financial statements and notes also comply with International Financial Reporting Standards as issued by IASB. For the purpose of preparing the general purpose financial statements, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ('Union') is a not-for-profit entity. The Union has applied the Tier 1 reporting requirements as per the Australian Accounting Standard AASB 1053 *Application of Tiers of Australian Accounting Standards*.

The financial statements have been prepared on an accrual basis and in accordance with the historical cost, except for certain assets and liabilities measured at fair value, as explained in the accounting policies below. Historical cost is generally based on the fair values of the consideration given in exchange for assets. Except where stated, no allowance is made for the effect of changing prices on the results or the financial position. The financial statements are presented in Australian dollars.

For completeness, the Union has included all notes to the financial statements, even where such activities are not undertaken by them.

1.2 Comparative amounts

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

1.3 Significant accounting judgements and estimates

The following accounting assumptions or estimates have been identified that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next reporting period.

Key estimates and judgements

Impairment – general
The Union assesses impairment at each reporting period by evaluation of conditions and events specific to the Union that may be indicative of impairment triggers. Recoverable amounts of relevant assets are assessed using value-in-use calculations which incorporate various key assumptions. No impairment has been recognised in respect of the current year.

Provisions
As described in the accounting policies, provisions are measured at management's best estimate of the expenditure required to settle the obligation at the end of the reporting period. These estimates are made taking into account a range of possible outcomes and will vary as further information is obtained.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.3 Significant accounting judgements and estimates (continued)

Receivables
The receivables at reporting date have been reviewed to determine whether there is any objective evidence that any of the receivables are impaired. An impairment provision is included for any receivable where the entire balance is not considered collectible. The impairment provision is based on the best information at the reporting date.

Useful lives of property, plant and equipment
Property, plant and equipment are depreciated over the useful life of the asset and the depreciation rates are assessed when the assets are acquired or when there is a significant change that affects the remaining useful life of the asset.

1.4 New Australian Accounting Standards

Adoption of New Australian Accounting Standard requirements

The accounting policies adopted are consistent with those of the previous financial year.

No accounting standard has been adopted earlier than the application date stated in the standard.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.5 Revenue

The Union enters into various arrangements where it received consideration from another party. These arrangements include consideration in the form of membership subscriptions, levies, sponsorships and interest.

The timing of recognition of these amounts as either revenue or income depends on the rights and obligations in those arrangements.

Revenue from contracts with customers

Where the Union has a contract with a customer, the Union recognises revenue when or as it transfers control of goods or service to the customer. The Union accounts for an arrangement as a contract with a customer if the following criteria are met:

- the arrangement is enforceable; and
- the arrangement contains promises (that are also known as performance obligations) to transfer goods or service to the customer (or to other parties on behalf of the customer) that are sufficiently specific so that it can be determined when the performance obligation has been satisfied.

For membership subscription arrangements that meet the criteria to be contracts with customers, revenue is recognised when the promised goods or services transfer to the customer as a member of the Union.

If there is only one distinct membership service promised in the arrangement, the Union recognises revenue as the membership service is provided, which is typically based on the passage of time over the subscription period to reflect the Union's promise to stand ready to provide assistance and support to the member as required.

If there is more than one distinct good or service promised in the membership subscription, the Union allocates the transaction price to each performance obligation based on the relative standalone selling price of each promised good or service. In performing this allocation, standalone selling prices are estimated if there is no observable evidence of the price that the Union charges for that good or service in a standalone sale. When a performance obligation is satisfied, which is either when the customer obtains control of the good or as the service transfers to the customer (for example, member services or training course), the Union recognises revenue at the amount of the transaction price that was allocated to that performance obligation.

For member subscriptions paid annually in advance, the Union has elected to apply the practical expedient to not adjust the transaction price for the effects of a significant financing component because the period from when the customer pays and the good or services will transfer to the customer will be one year or less.

When a member subsequently purchases additional goods or services from the Union at their standalone selling price, the Union accounts for those sales as a separate contract with a customer.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.5 Revenue (continued)

Capitation fees

Where the Union's arrangement with a branch or another reporting unit meets the criteria to be a contract with a customer, the Union recognises the capitation fees promised under that arrangement when or as it transfers service to the member.

In circumstances where the criteria for a contract with a customer are not met, the Union will recognise capitation fees as income upon receipt.

Levies

Levies paid by a member in an arrangement that meets the criteria to be a contract with a customer is recognised as revenue when or as the Union transfers the relevant services to the member. In circumstances where the criteria for a contract with a customer are not met, the Union will recognise levies as income upon receipt.

Income of the Union as a Not-for-Profit Entity

Consideration is received by the Union to enable the entity to further its objectives. The Union recognises each of these amounts of consideration as income when the consideration is received (which is when the Union obtains control of the cash) because, based on the rights and obligations in each arrangement:

- the arrangements do not meet the criteria to be contracts with customers because either the arrangement is unenforceable or lacks sufficiently specific promises to transfer goods or services to the customer; and
- The Union's recognition of the cash contribution does not give rise to any related liabilities.

The Union receives cash consideration from the following arrangements whereby that consideration is recognised as income upon receipt:

- donations and voluntary contributions from members (including whip arounds); and
- government grants – (Cash Flow Boost).

Gains from sale of assets

An item of property, plant and equipment is derecognised upon disposal (which is at the date the recipient obtains control) or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of comprehensive income when the asset is derecognised.

Interest income

Interest revenue is recognised on an accrual basis using the effective interest method.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.6 Employee benefits

A liability is recognised for benefits accruing to employees in respect of wages and salaries, annual leave, long service leave and termination benefits when it is probable that settlement will be required and they are capable of being measured reliably.

Liabilities for short-term employee benefits (as defined in AASB 119 *Employee Benefits*) and termination benefits which are expected to be settled within twelve months of the end of the reporting period are measured at their nominal amounts. The nominal amount is calculated with regard to the rates expected to be paid on settlement of the liability.

Other long-term employee benefits which are expected to be settled beyond twelve months are measured as the present value of the estimated future cash outflows to be made by the Union in respect of services provided by employees up to reporting date.

Payments to defined contribution retirement benefit plans are recognised as an expense when employees have rendered service entitling them to the contributions.

Provision is made for separation and redundancy benefit payments. The Union recognises a provision for termination as part of a broader restructuring when it has developed a detailed formal plan for the terminations and has informed those employees affected that it will carry out the terminations. A provision for voluntary termination is recognised when the employee has accepted the offer of termination.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.7 Leases

The Union assesses whether a contract is or contains a lease, at inception of a contract. The Union recognises a right-of-use asset and a corresponding lease liability with respect to all lease agreements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets. For these leases, the Union recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Union uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise fixed lease payments, less any lease incentives.

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement date and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the underlying asset.

1.8 Borrowing costs

All borrowing costs are recognised in profit and loss in the period in which they are incurred.

1.9 Cash and cash equivalents

Cash is recognised at its nominal amount. Cash and cash equivalents includes cash on hand, deposits held at call with bank, other short-term highly liquid investments with original maturity of 3 months or less that are readily convertible to known amounts of cash and subject to insignificant risk of changes in value and bank overdrafts. Bank overdrafts are shown within short-term borrowings in current liabilities on the statement of financial position.

1.10 Provisions

Provisions are recognised when the Union has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.11 Financial Instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the Union becomes a party to the contractual provisions of the instrument.

1.12 Financial assets

Contract assets and receivables

A contract asset is recognised when the Union's right to consideration for exchange goods or services that has transferred to the customer when that right is conditioned on the Union's future performance or some other condition. A receivable is recognised if an amount of consideration that is unconditional is due from the customer (i.e. only the passage of time is required before payment of the consideration is due).

Contract assets and receivables are subject to impairment assessment. Refer to accounting policies on impairment of financial assets below.

Initial recognition and measurement

Financial assets are classified, at initial recognition, and subsequently measured at amortised cost, fair value through other comprehensive income (**OCI**), or fair value through profit or loss.

The classification of financial assets at initial recognition depends on the financial asset's contractual cash flow characteristics and the Union's business model for managing them. With the exception of trade receivables that do not contain a significant financing component, the Union initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs.

In order for a financial asset to be classified and measured at amortised cost or fair value through OCI, it needs to give rise to cash flows that are 'solely payments of principal and interest' (**SPPI**) on the principal amount outstanding. This assessment is referred to as the SPPI test and is performed at an instrument level.

The Union's business model for managing financial assets refers to how it manages its financial assets in order to generate cash flows. The business model determines whether cash flows will result from collecting contractual cash flows, selling the financial assets, or both.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Union commits to purchase or sell the asset.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.12 Financial assets (Continued)

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in three categories as:

- Financial assets at amortised cost
- Financial assets at fair value through other comprehensive income
- Investments in equity instruments designated at fair value through other comprehensive income

Financial assets at amortised cost

The Union measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

Financial assets at amortised cost are subsequently measured using the effective interest (EIR) method and are subject to impairment. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired.

The Union's financial assets at amortised cost includes trade receivables, receivables from other reporting units and term deposits.

Derecognition

A financial asset is derecognised when:

- The rights to receive cash flows from the asset have expired or
- The Union has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either:
  a) the Union has transferred substantially all the risks and rewards of the asset, or
  b) the Union has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Union has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if, and to what extent, it has retained the risks and rewards of ownership.

When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Union continues to recognise the transferred asset to the extent of its continuing involvement together with associated liability.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.12 Financial assets (Continued)

Offsetting

Financial assets and financial liabilities are offset and the net amount is reported in the statement of financial position if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

Impairment

(i) Trade receivables

For trade receivables that do not have a significant financing component, the Union applies a simplified approach in calculating expected credit losses (**ECLs**) which requires lifetime expected credit losses to be recognised from initial recognition of the receivables.

Therefore, the Union does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date. The Union has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

(ii) Debt instruments other than trade receivables

For all debt instruments other than trade receivables and debt instruments not held at fair value through profit or loss, the Union recognises an allowance for expected credit losses using the general approach. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Union expects to receive, discounted at an approximation of the original effective interest rate.

ECLs are recognised in two stages:

- Where there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses from possible default events within the next 12-months (a 12-month ECL).
- Where there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the debt, irrespective of the timing of the default (a lifetime ECL).

The Union considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Union may also consider a financial asset to be in default when internal or external information indicates that the Union is unlikely to receive the outstanding contractual amounts in full. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.13 Financial Liabilities

Financial liabilities are classified, at initial recognition, at amortised cost or at fair value through profit or loss.

All financial liabilities are recognised initially at fair value and, in the case of financial liabilities at amortised cost, net of directly attributable transaction costs.

The Union's financial liabilities include trade and other payables.

Subsequent measurement

Financial liabilities at amortised cost

After initial recognition, trade payables and interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in profit or loss.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in profit or loss.

1.14 Liabilities relating to contracts with customers

Contract liabilities

A contract liability is recognised if a payment is received or a payment is due (whichever is earlier) from a customer before the Union transfers the related goods or services. Contract liabilities include deferred income. Contract liabilities are recognised as revenue when the Union performs under the contract (i.e. transfers control of the related goods or services to the customer).

Refund liabilities

A refund liability is recognised for the obligation to refund some or all of the consideration received (or receivable) from a customer. The Union's refund liabilities arise from customers' right of return. The liability is measured at the amount the Union's ultimately expects it will have to return to the customer. The Union updates its estimates of refund liabilities (and the corresponding change in the transaction price) at the end of each reporting period.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.15 Contingent Liabilities and Contingent Assets

Contingent liabilities and contingent assets are not recognised in the Statement of Financial Position but are reported in the relevant notes. They may arise from uncertainty as to the existence of a liability or asset or represent an existing liability or asset in respect of which the amount cannot be reliably measured. Contingent assets are disclosed when settlement is probable but not virtually certain, and contingent liabilities are disclosed when settlement is greater than remote.

1.16 Property, Plant and Equipment

Asset Recognition Threshold

Purchases of land, buildings, plant and equipment are recognised initially at cost in the Statement of Financial Position. The initial cost of an asset includes an estimate of the cost of dismantling and removing the item and restoring the site on which it is located.

Revaluations—Land and Buildings

Following initial recognition at cost, land and buildings are carried at fair value less subsequent accumulated depreciation and accumulated impairment losses. Revaluations are performed with sufficient frequency such that the carrying amount of assets do not differ materially from those that would be determined using fair values as at the reporting date.

Revaluation adjustments are made on a class basis. Any revaluation increment is credited to equity under the heading of asset revaluation reserve except to the extent that it reversed a previous revaluation decrement of the same asset class that was previously recognised in the surplus/deficit. Revaluation decrements for a class of assets are recognised directly in the profit or loss except to the extent that they reverse a previous revaluation increment for that class. Any accumulated depreciation as at the revaluation date is eliminated against the gross carrying amount of the asset and the asset is restated to the revalued amount.

Depreciation

Depreciable property, plant and equipment assets are written-off to their estimated residual values over their estimated useful life using, in all cases, the straight line method of depreciation except motor vehicles which are depreciated on a diminishing value basis. Depreciation rates (useful lives), residual values and methods are reviewed at each reporting date and necessary adjustments are recognised in the current, or current and future reporting periods, as appropriate.

Depreciation rates applying to each class of depreciable asset are based on the following useful lives:

	31 March 2023	31 March 2022
Buildings	4-10%	4%
Plant and equipment	12.5-30%	12.5-30%
Motor Vehicles	25%	25%

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.16 Property, Plant and Equipment (continued)

Derecognition

An item of land, buildings, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the profit and loss.

1.17 Impairment

All assets are assessed for impairment at the end of each reporting period to the extent that there is an impairment trigger. Where indications of impairment exist, the asset's recoverable amount is estimated and an impairment adjustment made if the asset's recoverable amount is less than its carrying amount.

The recoverable amount of an asset is the higher of its fair value less costs of disposal and its value in use. Value in use is the present value of the future cash flows expected to be derived from the asset. Where the future economic benefit of an asset is not primarily dependent on the asset's ability to generate future cash flows, and the asset would be replaced if the Union were deprived of the asset, its value in use is taken to be its depreciated replacement cost.

1.18 Income Tax

The Union is exempt from income tax under section 50.1 of *the Income Tax Assessment Act 1997* however still has an obligation for Fringe Benefits Tax (FBT) and the Goods and Services Tax (GST).

Revenues, expenses and assets are recognised net of GST except:

- where the amount of GST incurred is not recoverable from the Australian Taxation Office; and
- for receivables and payables.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables.

Cash flows are included in the cash flow statement on a gross basis. The GST component of cash flows arising from investing and financing activities which is recoverable from, or payable to, the Australian Taxation Office is classified within operating cash flows.

1.19 Fair value measurement

The Union measures financial instruments, such as, financial assets at fair value through the profit and loss and non-financial assets such as land and buildings and investment properties, at fair value at each balance sheet date. Also, fair values of financial instruments measured at amortised cost are disclosed in Note 13.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.19 Fair value measurement (continued)

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Union. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Union uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1—Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2—Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3—Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Union determines whether transfers have occurred between Levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

External valuers are involved for valuation of significant assets, such as land and buildings and investment properties. Selection criteria include market knowledge, reputation, independence and whether professional standards are maintained. For the purpose of fair value disclosures, the Union has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

1.20 Going concern

The Union is not reliant on the agreed financial support of another reporting unit to continue on a going concern basis.

The Union has not agreed to provide financial support to another reporting unit to ensure they can continue on a going concern basis.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.21 Acquisition of Assets and Liabilities

The Union did not acquire any assets or liabilities during the year as a result of:

(a) an amalgamation under Part 14 of Chapter 12 of the Act in which the organisation (of which the reporting unit form part) was the amalgamated organisation; or
(b) a restructure of the branches of the organisation; or
(c) a determination by the Registrar under section 755 of the Act of an alternative reporting structure for the organisation; or
(d) a revocation by the Registrar under section 759 of the Act of a certificate issued to an organization under section 755.

The Union did not acquire any assets or liabilities during the year as a part of a business combination.

1.22 Investment property

Investment properties are properties held to earn rentals and/or for capital appreciation (including property under construction for such purposes). Investment properties are measured initially at their cost, including transaction costs. Subsequent to initial recognition, investment properties are measured at fair value. Gains and losses arising from changes in the fair value of investment properties are included in profit and loss in the period in which they arise.

An investment property is derecognised upon disposal or when the investment property is permanently withdrawn from use and no future economic benefits are expected from the disposal. Any gain or loss arising on derecognition of the property (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in profit or loss in the period in which the property is derecognised.

1.23 Compulsory Campaign Levy

The compulsory campaign levy was established by the Construction Forestry Maritime Mining & Energy Construction & General Division National Office (CFMEU C&G National Office) to provide resources to fight against attacks against the Union by employers, governments and media. The levy is paid to the CFMEU C&G National Office.

1.24 Retained earnings – Compulsory Levy Defence Fund

Other than the general fund account, the Union also operates a compulsory levy defence fund **(Defence Fund)**.

The Defence Fund is maintained to provide the additional resources needed to defend members of the Construction, Forestry, Maritime, Mining and Energy Union, Construction & General Division, Queensland Northern Territory Divisional Branch **(QNTDB)** and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division **(CFMEUQ)** against continuing attacks from employers and Federal Government agencies.

Funds collected by the compulsory Defence Fund levy as held in investment properties for value of $6,649,562 with remaining funds held in cash. The Defence Fund has not been used during 31 March 2023 financial year.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.24 Retained earnings – Compulsory Levy Defence Fund (continued)

All funds required by the rules of the Union are included in the retained earnings as detailed in the Statement of changes in equity.

The surplus in compulsory levy defence fund collected from members resident in Queensland during the 31 March 2023 financial year, and retained in the Defence Fund is $973,969.

1.25 Service Agreement

Longstanding administrative arrangements have existed between the Construction, Forestry, Maritime, Mining & Energy Union Construction and General Division Queensland Northern Territory Divisional Branch (**QNTDB**) and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (**CFMEUQ**) to improve the effectiveness of dual registration and, as far as practicable, to reduce unnecessary costs associated with dual registration.

The administrative arrangements established the QNTDB as the 'operating entity' in that, for consideration provided by the CFMEUQ (namely the agreement to not collect entrance fees or subscriptions from members of both the CFMEUQ and the QNTDB (**Dual Members**)), the QNTDB would provide the resources necessary to service the Dual Members and members of the CFMEUQ.

Following negotiations between the QNTDB and the CFMEUQ, it was determined by the State Divisional Executive to agree to alter these arrangements, including the arrangements for the collection of entrance fees or subscriptions. An agreement was entered into between the QNTDB and the CFMEUQ to reflect these new arrangements and has been in operation for the entirety of the financial year ended 31 March 2023 and 31 March 2022 (**Service Agreement**).

As a result of the alteration to these arrangements by the Service Agreement, a number of items were transferred from the QNTDB to the CFMEUQ including: accrued employee entitlements; ongoing employee expenses; financial administration costs; agents fees; the defence fund and legal fees.

The CFMEUQ, for consideration provided by the QNTDB (namely the agreement to not collect entrance fees or subscriptions from members of both the CFMEUQ and the QNTDB (**Dual Members**)), provides the resources necessary to service the Dual Members, members of the QNTDB and members of the Manufacturing Division.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.26 Current versus non-current classification

The Union presents assets and liabilities in the statement of financial position based on current/non-current classification.

An asset is current when it is:

- Expected to be realized or intended to be sold or consumed in the normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realized within 12 months after the reporting period; or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in the normal operating cycle;
- It is held primarily for the purpose of trading;
- It is due to be settled within 12 months after the reporting period; or
- There is no unconditional rights to defer the settlement of the liability for at least 12 months after the reporting period.

The terms of the liability that could, at the option of the counter party, result in its settlement by the issue of equity instruments do not affect its classification.

The Union classified all other liabilities as non-current.

NOTE 2 EVENTS AFTER REPORTING DATE

On 19 May 2023, the Union signed a contract to purchase a property at 21 Jeays Street Bowen Hills for the value of $1,900,000. The property is intended to be used as a storage facility for the Union.

Other than the above, there were no further events that occurred after 31 March 2023, and/ or prior to the signing of the financial statements, that would affect the ongoing structure and financial activities of the Union.

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NOTE 3 INCOME

	31 March 2023 $	31 March 2022 $
Disaggregation of revenue from contracts with customers		
A disaggregation of the Union's revenue by type of arrangements is provided on the face of the Statement of comprehensive income. The table below also sets out a disaggregation of revenue by type of customer.		
Type of customer		
Members	12,197,954	11,043,652
Other reporting units	388,384	373,446
Government	-	-
Other parties	1,975,046	2,153,974
Total revenue from contracts with customers	14,561,384	13,571,072
Disaggregation of income for furthering activities		
A disaggregation of the Union's income by type of arrangement is provided on the face of the Statement of comprehensive income. The table below also sets out a disaggregation of income by funding source:		
Income funding sources		
Members	-	-
Other reporting units	-	-
Government	-	-
Other parties	388,582	380,962
Total income for furthering activities	388,582	380,962

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NOTE 3 INCOME

	31 March 2023 $	31 March 2022 $
Note 3A: Levies		
Compulsory levy – Defence Fund (Note 1.24)	973,969	900,668
Compulsory levy – Campaign (Note 1.23)	260,272	245,840
Voluntary levy – Tool Scheme	32,090	29,040
Total levies	1,266,331	1,175,548
Note 3B: Interest		
Interest	345,579	63,832
Total interest	345,579	63,832
Note 3C: Rental revenue		
Rent – Townsville Bayswater Road	15,600	15,600
Rent – Darwin	15,600	15,600
Rent – Flinders St Townsville	23,310	24,975
Rent – Woolner	12,585	15,023
Rent – Manor Apartments	85,802	55,184
Rent - Campbell Street	529,116	509,602
Rent – Edgar Street	-	27,180
Rent – Hazelmount Street	10,900	7,200
Rent – Mantra Pandanas	29,686	4,850
Total rental income	722,599	675,214
Note 3D: Grants or donations		
Grants	388,582	380,962
Donations	-	-
Total grants or donations	388,582	380,962
Note 3E: Other Revenue		
Advertising & Marketing	92,578	75,527
Compliance recoveries	145,920	145,920
Directors/Meeting fees	139,108	111,296
Dividend income	-	750,000
Insurance recoveries	-	8,867
Promotional charges	630,201	537,228
Reimbursement of staff cost	92,467	79,264
Sponsorship income	76,500	30,000
Sundry income	79,508	14,342
Financial support from another reporting unit	-	-
Total other revenue	1,256,282	1,752,444

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NOTE 3 INCOME

	31 March 2023 $	31 March 2022 $
Note 3F: Net gains from sale of assets		
Gain on sale of property, plant and equipment	-	-
Gain on sale of investments	-	-
Total net gain from sale of assets	-	-

NOTE 4 EXPENSES

Note 4A: Employee expenses		
Holders of office:		
Wages and salaries	688,107	767,208
Superannuation	77,012	83,862
Leave and other entitlements	(4,435)	(4,724)
*Separation and redundancies	25,689	27,123
Other employee expenses	6,089	6,429
Subtotal employee expenses holders of office	792,462	879,898
Employees other than office holders:		
Wages and salaries	5,180,208	4,650,784
Superannuation	794,611	705,607
Leave and other entitlements	226,165	222,077
*Separation and redundancies	201,859	181,647
Other employee expenses	54,625	50,306
Subtotal employee expenses employees other than office holders	6,457,468	5,810,421
Total employee expenses	7,249,930	6,690,319

*Separation and redundancies include contribution to the redundancy fund.

Note 4B: Capitation fees		
CFMEU C&G National Office	892,527	791,721
Total capitation fees	892,527	791,721
Note 4C: Affiliation fees		
Australian Labor Party Queensland Branch	79,645	79,482
Building and Wood Workers' International	17,735	15,144
Building Labour History Association	-	100
Total affiliation fees	97,380	94,726

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NOTE 4 EXPENSES (CONTINUED)	31 March 2023 $	31 March 2022 $
Note 4D: Administration expenses		
Consideration to employers for payroll deductions of membership subscriptions	-	-
Compulsory levy – Campaign (Note 1.23)	116,880	114,980
Fees/allowances - meeting and conferences	-	-
Conference and meeting expenses	412,822	108,309
Penalties – via IR Act or IR Regulations	-	-
Total administration expenses	529,702	223,289
Note 4E: Grants or donations		
Grants:		
Total paid that were $1,000 or less	2,500	3,150
Total paid that exceeded $1,000	177,020	20,100
Donations:		
Total paid that were $1,000 or less	-	-
Total paid that exceeded $1,000	-	-
Total grants or donations	179,520	23,250
Note 4F: Depreciation and amortisation		
Depreciation:		
Buildings	146,732	131,032
Property, plant and equipment	90,108	84,244
Motor vehicles	10,702	13,187
Right of use asset (Note 9)	89,105	89,105
Total depreciation	336,647	317,568
Amortisation		
Intangibles	-	-
Total amortisation	-	-
Total depreciation and amortisation	336,647	317,568
Note 4G: Finance costs		
Bank fees and charges	84,001	57,783
Interest expense – Lease liability (Note 9)	2,242	5,728
Total finance costs	86,243	63,511

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NOTE 4 EXPENSES (CONTINUED)	31 March 2023	31 March 2022
Note 4H: Legal costs	$	$
Litigation	1,618,583	1,984,251
Other legal matters	38,569	189,538
Penalties & Settlements (Litigation costs)	-	-
Total legal costs	1,657,152	2,173,789
Note 4I: Audit fees		
External audit expense	27,463	26,218
Other services	-	-
Total audit fees	27,463	26,218
Note 4J: Property costs		
Body corporate and management fees	83,745	59,165
Cleaning	51,014	43,345
Electricity	47,884	58,611
Insurance	33,450	36,274
Repairs and maintenance	140,957	187,277
Rates and Water	137,181	135,513
Rent expenses -- Flinders St Townsville	4,927	4,457
Security	22,180	7,280
Total property costs	521,338	531,922
Note 4K: Other Expenses		
Administration expenses	92,350	45,032
Advertising & marketing	214,920	147,411
Bad Debts	-	72,500
Campaign expenses	149,268	85,074
Communications	50,707	57,420
Computer expenses	130,432	99,346
Labour day expenses	174,548	67,851
Motor vehicle expenses	409,970	315,991
Organising expenses	617,154	359,663
Payroll tax	390,200	351,950
Postage	144,197	127,371
Printing and stationery	116,150	125,911
Publication expenses	73,045	92,609
Sponsorship expenses	16,127	3,655
Subscriptions	16,952	13,373
Tool scheme	-	909
Training	13,009	26,657
Workers compensation	51,014	38,114
Total other expenses	2,660,043	2,030,837

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NOTE 5 ASSETS

	31 March 2023 $	31 March 2022 $
Note 5A: Cash and Cash Equivalents		
Cash at bank	3,212,279	1,262,749
Cash on hand	6,300	6,300
Total cash and cash equivalents	3,218,579	1,269,049
Note 5B: Trade and Other Receivables		
Trade receivable	-	-
Interest receivable	7,190	39,968
Membership dues receivable	815,011	940,899
Other receivables	4,028	22,080
Receivables from other reporting units		
CFMEU C&G QNTDB	434,962	-
CFMEU M&E Division QLD Branch	-	50,579
CFMEU C&G National Office	7,493	7,700
CFMMEU National Office	1,665	-
Total trade and other receivables	1,270,349	1,061,226
Less provision for doubtful debts	(783,735)	(920,117)
Total provision for doubtful debts	(783,735)	(920,117)
Total trade and other receivables (net)	486,614	141,109

No provision for doubtful debts has been raised against the reporting units balances shown.

Note 5C: Other Current Assets		
Prepayments	-	59,457
Total other current assets	-	59,457
Note 5D: Financial Assets		
Opening balance	6,484,367	6,639,727
Additional investment	-	24,421
Growth/(reduction) in investment	(536,743)	(179,781)
Financial asset transferred to CFMEU C&G QNTDB	(5,947,624)	-
Total financial assets	-	6,484,367

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NOTE 5 ASSETS (CONTINUED)

	31 March 2023 $	31 March 2022 $
Note 5E: Property, plant and equipment		
Property, Plant and Equipment comprises of:		
Land and buildings	8,806,585	7,288,204
Motor vehicles	34,365	42,522
Plant and equipment	199,923	126,982
Total property plant and equipment	9,040,873	7,457,708
Land and buildings:		
Land at independent valuation	6,075,000	4,475,000
Building at independent valuation	1,480,000	2,525,000
Building at cost	1,251,585	729,289
Less accumulated depreciation	-	(441,085)
Total land and buildings	8,806,585	7,288,204
Motor vehicles:		
At cost	119,504	116,959
Less accumulated depreciation	(85,139)	(74,437)
Total motor vehicles	34,365	42,522
Plant and Equipment:		
At cost	1,003,603	840,555
Less accumulated depreciation	(803,680)	(713,573)
Total plant and equipment	199,923	126,982

	Land and Buildings $	Motor Vehicles $	Plant & Equipment $	Total $
Balance at beginning of the year	7,288,204	42,522	126,982	7,457,708
Additions	1,448,849	2,545	163,049	1,614,443
Disposals	-	-	-	-
Depreciation	(146,732)	(10,702)	(90,108)	(247,542)
Revaluation increment/(decrement)	216,264	-	-	216,264
Carrying amount at end of year	8,806,585	34,365	199,923	9,040,873

CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 MARCH 2023

NOTE 5 ASSETS (CONTINUED)

Note 5E: Property, plant and equipment (continued)

AASB 16 disclosure:	Subject to operating leases	Not subject to operating leases	Total
	$	$	$
Building at independent valuation	98,842	576,158	675,000
Building at cost	-	-	-
Less accumulated depreciation	-	-	-
Total plant and equipment	98,842	576,158	675,000

The above buildings that is subject to operating leases is 16 Campbell St building.

The revalued land and buildings consist of:

[redacted]

$4,000,000
$2,000,000
$ 75,000
$ 675,000
$ 300,000
$ 275,000
$ 230,000

Management determined that these constitute one class of asset under AASB 13, based on the nature, characteristics and risks of the properties.

Fair value of the properties was determined by using the market comparable method. This means that valuations performed by the valuer are based on active market prices, significantly adjusted for the difference in the nature, location or condition of the specific property. The properties' fair values are based on valuations performed by the following valuers:

Land and Building	Valuer	Registration Number	Valuation Company
[redacted]	Michael Galvin	1779	Hymans Property
	Michael Galvin	1779	Hymans Property
	Emma Jackson	44637	Valuations NT
	Michael Galvin	1779	Hymans Property

The above valuers are certified and accredited independent valuers. The properties were valued on 31 March 2023 and the same values have been adopted for 31 March 2023.

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NOTE 5 ASSETS (CONTINUED)

	31 March 2023 $	31 March 2022 $
Note 5F: Investment property		
Balance at the beginning of the year	16,595,563	13,117,254
Additions	1,584,323	3,478,309
Net gain/(loss) from fair value adjustment	290,014	-
Total Investment property	18,469,900	16,595,563

During the year ended 31 March 2023, the Union acquired the following investment properties at cost:

Property development project – Campbell St	$1,584,323

The revalued investment properties consist of:

[redacted]	$ 680,000
	$ 365,000
	$ 470,000
	$ 360,000
	$ 360,000

The valuations were performed by the following valuers:

Investment Property	Valuer	Registration Number	Valuation Company
[redacted]	Emma Jackson	44637	Valuations NT
	Emma Jackson	44637	Valuations NT
	Clancy Miller	107205	Acumentis
	Michael Galvin	1779	Hymans Property
	Michael Galvin	1779	Hymans Property

The above valuers are accredited independent valuers with a recognised and relevant professional qualification and with recent experience in the location and category of the investment properties being valued.

The fair value of completed investment properties has been determined on a market value basis in accordance with International Valuation Standards (IVS), as set out by the International Valuation Standards Council (IVSC).

The highest and best use of the investment properties is not considered to be different from its current use.

The valuation method used to value the above investment properties is considered to be the Direct Comparison approach, whereby the subject property is compared to recent sales of similar properties within the surrounding vicinity.

The fair value of investment property is included within Level 2 at Note 13.

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NOTE 6 LIABILITIES

	31 March 2023 $	31 March 2022 $
Note 6A: Trade and other payables		
Trade payables and accruals	55,039	129,575
Payables to other reporting units		
- CFMEU C&G QNTDB	26,727	911,038
- CFMEU C&G National Office	110,887	54,130
Consideration to employers for payroll deductions	-	-
Legal costs		
Litigation	100,290	81,580
Other legal matters	-	-
GST payable	208,835	150,593
Wages collected on behalf of members	340,414	326,807
Total current trade and other payables	842,192	1,653,723
Non-current		
Payable to other reporting units		
- CFMEU C&G QNTDB	-	1,500,000
Total non-current trade and other payables	-	1,500,000
Total trade and other payables	842,192	3,153,723
Wages collected on behalf of members:		
Opening balance at beginning of the year	326,807	314,045
Amounts recovered from employers	503,683	878,276
Payments to or on behalf of Workers	(490,076)	(865,514)
	340,414	326,807

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NOTE 6 LIABILITIES (CONTINUED)

	31 March 2023 $	31 March 2022 $
Note 6B: Employee Provisions		
Employees provisions comprises of:		
Current		
Provision for annual leave	823,999	749,337
Provision for long service leave	498,892	571,642
	1,322,891	1,320,979
Non-current		
Provision for long service leave	604,690	595,663
Total employee provisions	604,690	1,916,642

Non-current provisions represent long service entitlements owing to employees who have not completed 5 continuous years of service with the Union.

Balance at beginning of the year	1,916,642	1,746,942
Additional provisions raised during the year	549,512	694,263
Amounts used	(538,573)	(524,563)
Balance at the end of the year	1,927,581	1,916,642
Office Holders:		
Annual leave	87,787	108,492
Long service leave	423,978	546,750
Separations and redundancies	-	-
Other	-	-
Subtotal employee provisions—office holders	511,765	655,242
Employees other than office holders:		
Annual leave	736,212	640,845
Long service leave	679,604	620,555
Separations and redundancies	-	-
Other	-	-
Subtotal employee provisions—employees other than office holders	1,415,816	1,261,400
Total employee provisions	1,927,581	1,916,642

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NOTE 6 LIABILITIES (CONTINUED)

	31 March 2023 $	31 March 2022 $
Note 6C: Revenue in advance		
Membership dues in advance	4,717,584	3,854,166
Other revenue in advance	305,466	299,295
Total revenue in advance	5,023,050	4,153,461

NOTE 7 CASH FLOW

Note 7A: Cash Flow Reconciliation		
Reconciliation of cash and cash equivalents as per Statement of Financial Position to Statement of Cash Flows:		
Cash and cash equivalents as per:		
Cash flow statement	3,218,579	1,269,049
Balance sheet	3,218,579	1,269,049
Difference	-	-
Reconciliation of profit/(deficit) to net cash from operating activities:		
Surplus/(deficit) for the year	426,322	769,173
Adjustments for non-cash items		
Depreciation/amortisation	247,542	228,463
(Gain)/Loss on fair value of financial assets	536,743	179,781
(Gain)/Loss on revaluation of investment properties	(290,014)	-
Transfer of financial assets from CFMEU QNTDB	5,947,624	(6,639,727)
Settlement of Loan from CFMEU QNTDB	(1,500,000)	-
Changes in assets/liabilities		
(Increase)/decrease in net receivables	(345,505)	5,066,476
(Increase)/decrease in prepayments	59,457	(59,457)
(Increase)/decrease in right of use assets	89,105	89,105
Increase/(decrease) in trade and other payables	(811,531)	965,545
Increase/(decrease) in employee provisions	10,939	169,700
Increase/(decrease) in revenue in advance	869,589	294,733
Increase/(decrease) in lease liabilities	(91,975)	(88,469)
Net cash from (used by) operating activities	5,148,296	975,303

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NOTE 7 CASH FLOW

	31 March 2023 $	31 March 2022 $
Note 7B: Cash flow information		
Cash inflows		
CFMEU C&G QNTDB	3,931,073	414,503
CFMEU C&G ACT Branch	-	10,000
CFMEU C&G NSW Branch	-	10,000
CFMEU C&G VIC/TAS Branch	10,000	-
CFMEU C&G National Office	90,463	104,589
CFMMEU National Office	12,890	-
CFMEU M&E Division QLD Branch	103,693	42,798
Total cash inflows	4,148,119	581,890
Cash outflows		
CFMEU C&G QNTDB	890,444	703,174
CFMEU C&G National Office	1,210,000	1,118,876
Total cash outflows	2,100,444	1,822,050

Note 7C: Credit standby arrangements and loan facilities

The Union did not have any credit facilities during the year ended 31 March 2023 (31 March 2022: Nil).

Note 7D: Non-cash transactions

There have been non-cash financing or investing activities during the year ended 31 March 2023. Refer to Note 7A. (31 March 2022: Nil).

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NOTE 8 RELATED PARTY DISCLOSURES

Note 8A: Related Party Transactions for the Reporting Period
Holders of office and related reporting units

The names of those persons who held office for all or part of the year are deemed to be a related party for financial reporting purposes as set out in the accompanying Committee of Management Operating Report. The following table provides the total amount of transactions that have been entered into with related parties for the relevant year.

	31 March 2023 $	31 March 2022 $
Revenue received includes the following:		
Rent received from CFMEU C&G QNTDB	391,884	376,821
Financial assets transferred from CFMEU C&G QNTDB	-	6,639,727
Staff cost reimbursement from CFMEU C&G National Office	77,912	79,264
Airfares reimbursement from CFMEU C&G National Office	9,558	14,019
VET meeting reimbursement from CFMEU C&G National Office	1,664	-
Staff cost reimbursement from CFMMEU National Office	14,555	-
Donation Tonga received from CFMEU C&G National Office	-	10,000
Donation Tonga received from CFMEU C&G NSW Branch	-	10,000
Donation Tonga received from CFMEU C&G ACT Branch	-	10,000
Donation Tonga received from CFMEU C&G VIC-TAS Branch	10,000	-
ALP Affiliation fees reimbursement from CFMEU M&E QLD	46,085	45,981
State Conference fee reimbursement from CFMEU M&E QLD	2,200	-
Expenses paid includes the following:		
NT membership transferred to CFMEU C&G QNTDB	141,425	153,939
NT defence fund transferred to CFMEU C&G QNTDB	11,349	13,130
NT campaign levy transferred to CFMEU C&G QNTDB	3,364	3,910
EBA Processing fees transferred to CFMEU C&G QNTDB	180,000	381,600
Capitation fees to CFMEU C&G National Office	892,527	791,721
Campaign levies to CFMEU C&G National Office	116,880	114,980
Donation for Qube Dispute to CFMEU C&G National Office	-	10,000
Legal penalty reimbursement to CFMEU C&G National Office	-	65,985
Amounts owed by includes the following:		
CFMEU C&G QNTDB	434,962	-
CFMEU M&E Division QLD Branch	-	50,579
CFMEU C&G National Office	7,493	7,700
CFMMEU National Office	1,665	-
Amounts owed to includes the following:		
CFMEU C&G QNTDB	26,727	911,038
CFMEU C&G National Office	110,887	54,130
Loan payable to CFMEU C&G QNTDB:	-	1,500,000
Financial assets transferred to CFMEU C&G QNTDB	5,947,624	-

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NOTE 8 RELATED PARTY DISCLOSURES

Note 8A: Related Party Transactions for the Reporting Period (continued)

Terms and conditions of transactions with related parties

Related party transactions occur between the Union and the Construction, Forestry, Maritime, Mining and Energy Union Construction and General Division Queensland Northern Territory Divisional Branch (CFMEU C&G QNTDB).

The sales to and purchases from related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances for sales and purchases at the year end are unsecured and interest free and settlement occurs in cash. There have been no guarantees provided or received for any related party receivables or payables. For the year ended 31 March 2023, the union has not recorded any impairment of receivables relating to amounts owed by related parties and declared person or body (2022: $Nil). This assessment is undertaken each financial year through examining the financial position of the related party and the market in which the related party operates. The loan received from CFMEU C&G QNTDB does not incur interest and is expected to be repaid within 5 years.

Related party transactions also occur between the Union and other reporting units including the National Office of the Construction & General Division (CFMEU C&G National Office). Related Party disclosures in the financial report are presented on an accrual basis. Whilst the financial records of the Union have been kept, as far as practicable, in a manner consistent with each other reporting units of the organisation, the balances and transactions reported in this financial report may differ to those recorded in the financial report of the counterparty reporting unit. This may arise due to timing difference in the respective recordkeeping of the related reporting units, for example, in the receipt of payments, correspondence in transit or the alternative categorisation of balances/transactions.

From time-to-time, the National Office of the Construction & General Division of the CFMEU (CFMEU C&G National Office) coordinates various administrative activities on behalf of the Union. This includes the collation of certain costs, which are apportioned to the appropriate branches and invoiced in full. Accordingly, with the National Office merely being the facilitator of such transactions between the Union and independent third parties (and there is no profit component in recharging these costs), these are not considered to be related party expenditures of the Union and hence are not required to be disclosed.

Notwithstanding this, the transfer of funds to meet these obligations remain related party transactions, and accordingly have been disclosed in the related party cash flows reported at Note 7B. Additionally, any amounts outstanding as at balance date between related parties have been disclosed at Note 8A.

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NOTE 8 RELATED PARTY DISCLOSURES (CONTINUED)

Note 8B: Key Management Personnel Remuneration for the Reporting Period

Key management personnel comprise those individuals who have the authority and responsibility for planning, directing and controlling the activities of the Union. The Union has determined that key management personnel comprises of:

- Michael Ravbar (State Secretary)
- Royce Kupsch (State President) – Honorary from 19/12/2022
- Jade Ingham (Assistant State Secretary)
- Kane Lowth (Assistant State Secretary)

During the year, the key management personnel of the Union were remunerated as follows:

	31 March 2023 $	31 March 2022 $
Short-term employee benefits		
Salary (including annual leave taken)	688,107	767,208
Annual leave accrued	(4,178)	(24,160)
Performance bonus	-	-
Other employee benefits	6,089	6,429
Total short-term employee benefits	690,018	749,477
Post-employment benefits:		
Superannuation	77,012	83,862
Redundancy fund	25,689	27,123
Total post-employment benefits	102,701	110,985
Other long-term benefits:		
Long-service leave	(257)	19,436
Total other long-term benefits	(257)	19,436
Termination benefits		-
Total	792,462	879,898

No other transactions occurred during the year with elected officers, close family members or other related parties than those related to their membership or employment and on terms no more favourable than those applicable to any other member or employee.

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NOTE 9 LEASES

The Union as a lessee

The Union has a lease over real property.

Information relating to the lease in place for real property and associated balances and transactions are provided below.

Terms and conditions of leases:

Premises are leased over a 3-year period with an option to extend. There are no rent increments noted on the leases. The premises are located at 446 Flinders St Townsville and 448 Flinders St Townville.

	31 March 2023 $	31 March 2022 $
Right-of-use assets		
Balance at beginning of the year	96,531	185,636
Additions to right-of-use assets	-	-
Depreciation charge	(89,105)	(89,105)
Balance at end of year	7,426	96,531
Lease liabilities		
Current	7,827	91,975
Non-current	-	7,827
Total	7,827	99,802

The maturity analysis of lease liabilities based on contractual undiscounted cash flows is shown in the table below:

	< 1 year $	1 - 5 years $	> 5 years $	Total undiscounted lease liabilities $	Lease liabilities included in this Balance Sheet $
2023					
Lease liabilities	7,851	-	-	7,851	7,827
2022					
Lease liabilities	94,218	7,851	-	102,069	99,802

Extension options

The building lease contains an extension option which allows the Union to extend the lease term of the original non-cancellable period of the lease. At commencement date and each subsequent reporting date, the Union assesses whether it is reasonably certain that the extension option will be exercised. The Union will not be exercising the extension options and will terminate the lease upon its expiry in May 2023.

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NOTE 9 LEASES (CONTINUED)

Statement of Profit or Loss and Other Comprehensive Income

The amounts recognised in the statement of profit or loss and other comprehensive income relating to leases where the Union is a lessee are shown below:

	31 March 2023 $	31 March 2022 $
Interest expense	2,242	5,728
Depreciation of right-of-use assets	89,105	89,105
	91,347	94,833

Statement of Cash Flows

Total cash outflow for leases	99,144	98,674

NOTE 10 CONTINGENT LIABILITIES, ASSETS AND COMMITMENTS

(a) Operating lease commitments

Leases as lessor

The Union leases out a portion of its business premises held under operating lease. The leases run for a period ranging between 3 to 5 years. The future minimum receivable payments under non-cancellable operating leases are as follows:

	31 March 2023 $	31 March 2022 $
Receivable – minimum lease commitments		
- not later than 12 months	13,822	114,035
- between 12 months and 5 years	-	13,822
- greater than 5 years	-	-
Minimum lease payments	13,822	127,857

(b) Contingent liabilities and commitments

The Committee of Management is not aware of any contingent assets or liabilities that are likely to have a material effect on the results of the Union.

(c) Finance lease commitments

The Union does not have any finance lease commitments.

(d) Capital expenditure commitments

At 31 March 2023, the branch has made a capital expenditure commitment to CFMEU C&G National Office for $3,995,323 over the next 5 years. The capitation expenditure is for the AS400 Modernisation Project which is due to commence in July 2023 and will take 3-5 years to complete. The project is a complete redevelopment of the membership database system. Branches from all states will also be contributing to this project. (2022: Nil).

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NOTE 11 REMUNERATION OF AUDITORS

	31 March 2023 $	31 March 2022 $
Value of the services provided		
Financial statement audit services	27,463	26,218
Other services	-	-
Total remuneration of auditors	27,463	26,218

No other services were provided by the auditors of the financial statements.

NOTE 12 FINANCIAL INSTRUMENTS

Financial Risk Management Policy

The Committee of Management monitors the Union's financial risk management policies and exposure and approves financial transactions entered into. It also reviews the effectiveness of internal controls relating to the counterparty credit risk, liquidity risk, market risk and interest rate risk. The Committee of Management meets on a monthly basis to review the financial exposure of the Union.

Note 12A: Credit Risk

Exposure to credit risk relating to financial assets arises from the potential non-performance by counterparties of contract obligations that could lead to a financial loss of the Union. The Union does not have any material credit risk exposures as its major source of revenue is the receipt of rental income.

The maximum exposures to credit risk by class of recognised financial assets at the end of the reporting period is equivalent to the carrying value and classification of those financial assets (net of provisions) as presented in the statement of financial position.

The Union has no significant concentration of credit risk with respect to any single counterparty or group of counterparties. The class of assets described as Trade and Other Receivables is considered to be the main source of credit risk related to the Union.

On a geographical basis, the Union's trade and other receivables are all based in Australia.

The Union applies the simplified approach to providing for expected credit losses prescribed by AASB 9, which permits the use of the lifetime expected loss provision for all accounts receivable. To measure the expected credit losses, accounts receivable have been grouped based on shared credit risk characteristics and the days past due. The loss allowance provision as at 31 March 2023 is determined as follows. The expected credit losses below also incorporate forward looking information.

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12A: Credit Risk (Continued)

The balance of receivables that remain within initial trade terms (as detailed in the table) are considered to be of high credit quality.

Ageing of financial assets that were past due but not impaired for 2023

	0 to 30 days	31 to 60 days	61 to 90 days	90+ days	Total
	$	$	$	$	$
Expected loss rate	61.7%	0%	0%	0%	61.7%
Gross Carrying amount	1,270,349	-	-	-	1,270,349
Loss allowing provision	783,735	-	-	-	783,735

Ageing of financial assets that were past due but not impaired for 2022

	0 to 30 days	31 to 60 days	61 to 90 days	90+ days	Total
	$	$	$	$	$
Expected loss rate	86.7%	0%	0%	0%	86.7%
Gross Carrying amount	1,061,226	-	-	-	1,061,226
Loss allowing provision	920,117	-	-	-	920,117

The Union has no significant concentration of credit risk with respect to any single counterparty or group of counterparties other than those receivables specifically provided for and mentioned within Note 5. The main source of credit risk to the entity is considered to relate to the class of assets described as "accounts receivable and other debtors".

The Union always measures the loss allowance for accounts receivables at an amount equal to lifetime expected credit loss. The expected credit losses on accounts receivable are estimated using a provision matrix by reference to past default experience of the debtor and an analysis of the debtor's current financial position, adjusted for factors that are specific to the debtors, general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date.

There has been no change in the estimation techniques or significant assumptions made during the current reporting period.

The Union writes off an account receivable when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery (eg when the debtor has been placed under liquidation or has entered into bankruptcy proceedings) or when the trade receivables are over two years past due, whichever occurs earlier. None of the accounts receivable that have been written off are subject to enforcement activities.

Collateral held as security

The Union does not hold collateral with respect to its receivables at 31 March 2023 (31 March 2022: Nil).

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12B: Liquidity Risk

Liquidity risk arises from the possibility that the Union might encounter difficulty in settling its debts or otherwise meeting its obligations in relation to financial liabilities. The Union manages this risk through the following mechanisms:

- preparing forward looking cash flow estimates;
- maintaining a reputable credit profile;
- managing credit risk related to financial assets;
- only investing surplus cash with major financial institutions; and
- comparing the maturity profile of financial liabilities with the realisation profile of financial assets.

The tables below reflect an undiscounted contractual maturity analysis for non-derivative financial liabilities. The Union does not hold directly any derivative financial liabilities.

Cash flows realised from financial assets reflect management's expectation as to the timing of realisation. Actual timing may therefore differ from that disclosed. The timing of cash flows presented in the table to settle financial liabilities reflects the earliest contractual settlement dates

Financial Instrument Composition and Maturity Analysis

	Within 1 Year		1 to 5 Years		Over 5 Years		Total	
	2023	2022	2023	2022	2023	2022	2023	2022
	$	$	$	$	$	$	$	$
Financial liabilities due for payment								
Trade and other payables	842,192	1,653,723	-	1,500,000	-	-	842,192	3,153,723
Total expected outflows	842,192	1,653,723	-	1,500,000	-	-	842,192	3,153,723
Financial assets – cash flow receivable								
Cash and cash equivalents	3,218,579	1,269,049	-	-	-	-	3,218,579	1,269,049
Trade and other receivables	486,614	141,109	-	-	-	-	486,614	141,109
Financial assets	-	6,484,367	-	-	-	-	-	6,484,367
Total anticipated inflows	3,705,193	7,894,525	-	-	-	-	3,705,193	7,894,525
Net (outflow) / inflow on financial instruments	2,863,001	6,240,802	-	(1,500,000)	-	-	2,863,001	4,740,802

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12C: Market Risk

i. Interest rate risk
Exposure to interest rate risk arises on financial assets and financial liabilities recognised at the end of the reporting period whereby a future change in interest rates will affect future cash flows or the fair value of fixed rate financial instruments. The Union's exposure to interest rate risk arises from its cash at bank, term deposits and floating rate instruments.

The financial instruments which expose the Union to interest rate risk are limited to its cash reserves.

ii. Foreign exchange risk
The Union is not exposed to fluctuations in foreign currencies.

iii. Price risk
The Union is exposed to equity securities price risk.

Sensitivity Analysis

While the Union is exposed to changes in interest rates, due to the fact that any expected change in interest rates would have no significant impact on profit and loss or equity, no sensitivity analysis has been considered necessary.

No sensitivity analysis has been performed on foreign exchange risk, as the Union is not exposed to foreign currency fluctuations.

NOTE 13 FAIR VALUE MEASUREMENT

Fair Values

Fair value estimation

The fair values of financial assets and liabilities are presented in the following table and can be compared to their carrying values as presented in the statement of financial position. Fair value is the amount at which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties at an arm's length transaction.

Fair value may be based on information that is estimated or subject to judgement, where changes in assumptions may have a material impact on the amounts estimated. Areas of judgement and the assumptions have been detailed below. Where possible, valuation information used to calculate fair values is extracted from the market, with more reliable information available from markets that are actively traded.

In this regard, fair values for listed securities are obtained from quoted market bid prices. Where securities are unlisted and no market quotes are available, fair value is obtained using discounted cash flow analysis and other valuation techniques commonly used by market participants.

Differences between fair values and carrying amounts of financial instruments with fixed interest rates are due to the change in discount rates being applied by the market since their initial recognition by the Union. Most of these instruments, which are carried at amortised cost (i.e. accounts receivable), are to be held until maturity and therefore the fair value figures calculated bear little relevance to the Union.

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NOTE 13 FAIR VALUE MEASUREMENT (CONTINUED)

The following table contains the carrying amounts and related fair values for the Union's financial assets and liabilities:

		31 March 2023		31 March 2022	
	Footnote	Carrying value	Fair value	Carrying value	Fair value
		$	$	$	$
Financial assets					
Cash and cash equivalents	(i)	3,218,579	3,218,579	1,269,049	1,269,049
Accounts receivable and other debtors	(i)	486,614	486,614	141,109	141,109
Financial assets		-	-	6,484,367	6,484,367
Total financial assets		3,705,193	3,705,193	7,894,525	7,894,525
Financial liabilities					
Accounts payable and other payables	(i)	842,192	842,192	1,653,723	1,653,723
Loan – CFMEU QNTDB		-	-	1,500,000	1,500,000
Total financial liabilities		842,192	842,192	3,153,723	3,153,723

The fair values disclosed in the above table have been determined based on the following methodologies:

(i) Cash and cash equivalents, accounts receivable and other debtors and accounts payable and other payables are short-term instruments in nature whose carrying value is equivalent to fair value. Trade and other payables exclude amounts provided for annual leave, which is outside the scope of AASB 9.

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NOTE 13 FAIR VALUE MEASUREMENT (CONTINUED)

Fair Value Hierarchy

AASB 13: Fair Value Measurement requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of the three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market date. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

31 March 2023	Level 1	Level 2	Level 3	Total
Assets	$	$	$	$
Investment property	-	18,469,900	-	18,469,900
Land and buildings	-	8,806,585	-	8,806,585
31 March 2022				
Assets				
Investment property	-	16,595,563	-	16,595,563
Land and buildings	-	7,288,204	-	7,288,204

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NOTE 14 DISCLOSURE OF OFFICERS' REMUNERATION AND NON-CASH BENEFITS

The highest paid officers of the Union for the disclosure period ended 31 March 2023 and the amounts of the relevant remuneration paid to them and the value or form of non-cash benefit received by them are set out below. There were only four officers paid by the Union during the period ended 31 March 2023.

(a) the highest paid officers of the Union for the financial year, and their remuneration, were as follows:

	Michael Ravbar State Branch Secretary	Royce Kupsch State Branch President	Jade Ingham Assistant State Branch Secretary	Kane Lowth Assistant State Branch Secretary	Total
	$	$	$	$	$
Salary and allowance	215,160	90,482	190,140	192,325	688,107
Movement in annual and long service leave provisions	15,889	(31,145)	(1,580)	12,401	(4,435)
Superannuation	21,718	13,816	19,699	21,779	77,012
Redundancy	6,781	5,346	6,781	6,781	25,689
Other employee benefits	1,641	1,166	1,641	1,641	6,089
	261,189	79,665	216,681	234,927	792,462

The non-cash benefit provided to the officers of the Union are motor vehicles which are owned by the Union. The motor vehicles are primarily used for work related purposes but may be used for personal use during non-working hours.

(b) Superannuation has been received by the following officers of the Union from a board position attained because of their position with the Union:

Michael Ravbar	State Branch Secretary	$13,640
Royce Kuspch	State Branch President	$222
Jade Ingham	Assistant State Branch Secretary	$8,508
Kane Lowth	Assistant State Branch Secretary	$2,701

No other remuneration or non-cash benefits had been received by Officers of the Union from a board position attained because of their position with the Union.

The above remuneration register of the Union has been disclosed as described under s. 764 (2) (e) of *Industrial Relations Act 2016*.

The Union has made no reportable payments to any related party or declared person or body of the Union in the year ended 31 March 2023.

Royce Kupsch resigned on 16/12/2022 and is on a Honorary role from 19/12/2022.

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NOTE 15 SECTION 787 INDUSTRIAL RELATIONS ACT 2016

In accordance with the requirements of the *Industrial Relations Act 2016*, the attention of members is drawn to the provisions of subsections (1) to (3) of section 787, which reads as follows:

Information to be provided to members or registrar:

(1) A member of a reporting unit, or the registrar, may apply to the reporting unit for stated information, prescribed by regulation, about the reporting unit to be made available to the person making the application.

(2) The application must be in writing and state the period, which must be at least 14 days after the application is made, within which the information must be made available and state the way in which the information must be made available.

(3) The reporting unit's organization must ensure the reporting unit complies with the application.

NOTE 16 ADMINISTRATION OF FINANCIAL AFFAIRS BY A THIRD PARTY

There has been no administration of financial affairs by a third party.

NOTE 17 UNION DETAILS

The registered office of the Union is:

16 Campbell Street
Bowen Hills QLD 4006

NOTE 18 SEGMENT INFORMATION

The Union operates solely in one reporting segment, being the provision of industrial services in Queensland.

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INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

Report on the Financial Report

Opinion

We have audited the accompanying financial report of Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("the Company"), which comprises the statement of financial position as at 31 March 2023, the statement of profit or loss and other comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the and the Committee of Management Statement.

The audit report has been prepared based on the requirements of section 768 of the *Industrial Relations Act 2016 (Qld)*.

In our opinion the financial report of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division:

a) **presents fairly in all material respects**, the Union's financial position as at 31 March 2023 and its performance and cash flows for the year then ended; and

b) complies with Tier 1 reporting requirements under Australian Accounting Standards, the *Industrial Relations Act 2016 (Qld)* and the Reporting Guidelines for the purposes of section 765.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of the Company in accordance with the auditor independence requirements and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

Liability limited by a scheme approved under Professional Standards Legislation.
PKF Brisbane Pty Ltd is a member firm of the PKF International Limited family of legally independent firms and does not accept any responsibility or liability for the actions or inactions of any individual member or correspondent firm or firms.

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PKF

Committee of Management's Responsibilities for the Financial Report

The Committee of Management and Secretary of the Union are responsible for the preparation and fair presentation of the financial report in accordance with the Australian Accounting Standards and the *Industrial Relations Act 2016 (Qld)* and for such internal control as the Committee of Management and Secretary of the Union determine is necessary to enable the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Committee of Management is responsible for assessing the Union's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Committee of Management either intends to liquidate the Union or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Union's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our responsibility is to express an opinion on the financial report based on our audit. Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individual or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at http://www.auasb.gov.au/Home.aspx. This description forms part of our auditor's report.

Report on Other Regulatory Requirements

a) In our opinion, the Committee of Management's use of the going concern basis of accounting in the preparation of the financial report is appropriate.

b) I am an approved auditor as defined by s.595 of the *Industrial Relations Act 2016 (Qld)* being a member of the Institute of Chartered Accountants in Australia & New Zealand who holds a current Public Practice Certificate.

PKF

PKF BRISBANE AUDIT

[redacted]

SHAUN LINDEMANN
PARTNER

30 MAY 2023
BRISBANE

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

DESIGNATED OFFICERS CERTIFICATE

FOR THE YEAR ENDED 31 MARCH 2023

I, Michael John Ravbar, being the State Secretary of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division certify:

- that the documents lodged herewith are copies of the full report for the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division for the year ended 31 March 2023.
- that the documents lodged are copies of the documents given to the members and presented to a meeting under section 782 of *Industrial Relations Act 2016*.

[redacted]

Michael John Ravbar

State Secretary

19 June 2023

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Sample statement of loans, grants and donations exceeding $1,000 for financial year ending 31/03/2023

Please refer to section 237 of the Fair Work (Registered Organisations) Act 2009 when completing this form. A statement lodged with the ROC under subsection (1) may be inspected, during office hours, by a member of the organisation concerned. Use of this form is optional.

Organisation details

Name of organisation including division or branch	Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division
Postal address	16 Campbell Street Bowen Hills QLD
Postcode	4006

Details of officer signing the statement

Name	Michael Ravbar
Name of office held in organisation (The person signing the statement must be an office-holder of the organisation)	State Secretary
Postal address	16 Campbell Street Bowen Hills QLD
Postcode	4006
Telephone number (PH)	[redacted]
Facsimile number	
Email	[redacted]

I certify that the information contained in this statement and its attachments is true and complete.

Signature	[redacted]	30/05/2023

An organisation must lodge this statement within 90 days of the end of its financial year.

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Loans, grants and donations exceeding $1,000 made by organisation

(If insufficient space, please attach separate sheet)

Loans

Name of recipient of loan	Address	Amount	Purpose for which loan required	Security given in relation to loan	Arrangements for repayment of loan
NIL					

Note: *where a loan is made to relieve a member or dependant of a member from severe financial hardship, the name and address and particulars of arrangements for repayment need not be stated.*

Grants

Name of recipient of grant	Address	Amount	Purpose of grant
NIL			

Note: *where a grant is made to relieve a member or dependant of a member from severe financial hardship, the name and address need not be stated*

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Donations

Name of recipient of donation	Address	Amount	Purpose of donation
LPQ Flynn FEC Matt Burnett	[redacted]	15,000	Matt Burnett Flynn Campaign
ALP QLD Wide Bay FEC		10,000	ALP Wide Bay Campaign
All Star Boxing		1,500	All Star Boxing Club Donation
Brothers Rugby League Football Club Inc		6,000	Donation for Jersey
Robert Scofield		10,000	Flood Relief
Dean Pagatto		10,000	Flood Relief
Craig Virtue		10,000	Flood Relief
Mark Virtue		10,000	Flood Relief
Gregory Brown		2,500	Flood Relief

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St Vincent de Paul Society QLD	[redacted]	5,020	Vinnies CEO Sleepout
Beau Seiffert		15,000	Financial Hardship
Rueben Lingwoodock Memorial Team		5,000	General Donation
Blake Hynes		12,000	Financial Hardship
Beau Seiffert		24,000	Financial Hardship
Brisbane Aboriginal Sovereign Embassy		12,000	Donation towards purchase of 2 vehicles
Starlight Childrens' Foundation		2,500	Starlight's Super Swim 2023
Mater Foundation		5,000	Internation Women's Day Fun Run
Blake Hynes		12,000	General Donation
Michael Ravbar		7,000	General Donation
Reachout Australia		2,500	Laps for Life

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Note: *where a donation is made to relieve a member or dependant of a member from severe financial hardship, the name and address need not be stated.*

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CFMEU

CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

ABN 12 898 529 251

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2024

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

COMMITTEE OF MANAGEMENT OPERATING REPORT

FOR THE YEAR ENDED 31 MARCH 2024

Operating Report

In accordance with section 764 of the *Industrial Relations Act 2016* ("Act") the Committee of Management ("the Committee") presents its Operating Report on the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("Union"), for the year ended 31 March 2024.

Principal Activities

The principal activities of the Union, fall into the following categories:

- Implementation of the decisions of the State Executive and State Management Committee.
- The development and implementation of the Union policy through effective communications with members at the workplace.
- The administration of State awards, the variation of awards following major test cases (ie State wage case) and making other variations to awards for other industrial matters.
- Industrial support including representation of members grievances and/or advice at their workplaces and/or through the various industrial tribunals (ie Industrial Relations Commission, Workers Compensation etc).
- Ongoing communication to members and the broader community through meetings, rallies, media releases, journals and flyers.
- Growing the organisation through good on the job organisation and strong links between the organisers and members.

There were no significant changes to the nature of those activities during the period.

Operating Results

The operating surplus for the financial year amounted to $2,250,668 (31 March 2023: $426,322 surplus)

Significant Changes in Financial Affairs

There was no significant change in the financial affairs of the Union during the year.

Events subsequent to reporting date

There were no events that occurred after 31 March 2024, and/ or prior to the signing of the financial statements, that would affect the ongoing structure and financial activities of the Union.

Future Developments

Likely developments in the operations of the Union and the expected results of those operations in future financial years have not been included in this report as such information is likely to result in unreasonable prejudice to the Union.

Environmental Issues

The Union's operations are not regulated by any significant environmental regulation under a law of the Commonwealth or of a state or territory.

Members Right to Resign

A member may resign from the Union by written notice addressed and delivered to the Secretary of the Union in which membership is held.

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Officers or Members who are Superannuation Fund Trustees/ Director of a Company that is a Superannuation Fund Trustee

Those who hold a position of trustee or director of an entity, scheme or company as described in s.764 (2) (d) of the *Industrial Relations Act 2016*, where a criterion of such entity is that the holder of such position must be a member or official of a registered organisation are as follows:

Jacqui Collie	– Member of the Union - Director of BUSSQ
Michael Ravbar	– Member and State Secretary of the Union - Director of BUSSQ
Emma Eaves	– Member of the Union - Director of BUSSQ

Number of Members

The number of members at the end of the financial period recorded in the register of members and taken to be members of the Union was 18,669 (2023: 15,763).

Number of Employees

The number of full-time equivalent employees of the Union at the end of the financial year was 49 (2023: 43).

Members of the Committee of Management

The name of each person who has been a member of the committee of management of the Union at any time during the reporting period, and the period for which he or she held such a position is as follows:

Name	Period of appointment
Michael Ravbar	Whole period
Royce Kupsch	Whole period
Steve Gaske	Whole period
Dallas Ezzy	Whole period
Ian McKewin	Whole period
Jade Ingham	Whole period
Keith Murphy	Whole period
Peter Close	Whole period
Mark Read	Whole period
Steve Amies	Whole period
Kane Lowth	Whole period

Indemnifying Officers or Auditors

The Union has not, during or since the end of the financial year, in respect of any person who is or has been an officer or auditor:

- indemnified or made any relevant agreement for indemnifying against a liability, including costs and expenses in successfully defending legal proceedings; or
- paid or agreed to pay a premium in respect of a contract insuring against liability for the costs or expenses to defend legal proceedings.

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Disclosure Statements - Remuneration and Non-Cash Benefits of Highest Paid Officers

The highest paid officers of the Union for the disclosure period ended 31 March 2024 and the amounts of the relevant remuneration paid to them and the value or form of non-cash benefits received by them are set out in in Note 14 of the financial statements.

Disclosure Statements – Loans, Grants and Donations

A copy of the loans, grants and donations register of the Union have been disclosed as described under s. 764 (2) (f) of the *Industrial Relations Act 2016.*

This report is made in accordance with a resolution of the Committee of Management and is signed for and on behalf of the Committee of Management by:

[redacted]

Michael John Ravbar
State Secretary

28 May 2024

Brisbane

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

COMMITTEE OF MANAGEMENT STATEMENT

FOR THE YEAR ENDED 31 MARCH 2024

On 28 May 2024, the Committee of Management of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("Union") passed the following resolution to the General Purpose Financial Report (GPFR) of the reporting unit for the year ended 31 March 2024.

The Committee of Management declares in relation to the GPFR that in its opinion:

(a) the financial statements and notes comply with the Australian Accounting Standards;

(b) the financial statements and notes comply with the reporting guidelines of the Registrar;

(c) the financial statements and notes give a true and fair view of the financial performance, financial position and cash flows of the Union for the financial year to which they relate;

(d) there are reasonable grounds to believe that the Union will be able to pay its debts as and when they become due and payable; and

(e) during the financial year to which the GPFR relates and since the end of that year:

i. meetings of the Committee of Management were held in accordance with the rules of the organisation and the rules of the Union concerned; and

ii. the financial affairs of the Union have been managed in accordance with the rules of the organisation including the rules of the Union concerned; and

iii. the financial records of the Union have been kept and maintained in accordance with the Act; and

iv. where the organisation consists of two or more reporting units, the financial records of the reporting unit have been kept, as far as practicable, in a consistent manner to each of the other reporting units of the organisation; and

v. where information has been sought in any request of a member of the reporting unit or Registrar duly made under section 787 of the Act, that information has been provided to the member or Registrar; and

vi. where any order for inspection of financial records has been made by the Queensland Industrial Relations Commission under section 788 of the Act, there has been compliance.

(f) the organisation has complied with the requirements under section 741 of the Act, Financial Management Training, and in so doing confirm the following:

Officer's Name: Michael John Ravbar
Role in the organisation: State Secretary
Date the officer most recently completed the training: 12 May 2020
Training package: Union Governance
Provider: Australian Council of Trade Unions

This declaration is made in accordance with a resolution of the Committee of Management.

Name of Designated Officer:	**Michael John Ravbar**
Title of Designated Officer:	St[redacted]
Signature:	...[redacted]...
Date:	28 May 2024

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF COMPREHENSIVE INCOME

FOR THE YEAR ENDED 31 MARCH 2024

	Notes	31 March 2024 $	31 March 2023 $
Revenue from contracts with customers			
Membership subscription		13,269,657	10,931,623
Capitation fees		-	-
Levies	3A	1,512,921	1,266,331
Voluntary collections – ADSS Donations		32,940	38,970
Interest	3B	17,753	345,579
Rental revenue	3C	733,003	722,599
Other revenue	3E	1,666,245	1,256,282
Total revenue		17,232,719	14,561,384
Income for furthering objectives			
Grants and/or donations	3D	396,316	388,582
Total income for furthering objectives		396,316	388,582
Other income			
Net gains from sale of assets	3F	8,811	-
Change in fair value of investment properties		-	290,014
Total other income		8,811	290,014
Total income		17,637,846	15,239,980
Expenses			
Employee expenses	4A	8,460,104	7,249,930
Capitation fees	4B	1,100,154	892,527
Affiliation fees	4C	92,805	97,380
Administration expenses	4D	275,843	529,702
Voluntary collections – ADSS Donations		32,940	38,970
Grants or donations	4E	127,990	179,520
Depreciation and amortisation	4F	345,457	336,647
Finance costs	4G	69,890	86,243
Legal costs	4H	1,059,723	1,657,152
Audit fees	4I	30,072	27,483
Property costs	4J	874,814	521,338
Change in fair value of financial assets		-	536,743
Other expenses	4K	2,917,386	2,660,043
Total expenses		15,387,178	14,813,658
Surplus (deficit) for the year		2,250,668	426,322
Other comprehensive income			
Gain/(Loss) on revaluation of land & buildings		-	216,264
Total comprehensive income for the year		2,250,668	642,586

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF FINANCIAL POSITION

AS AT 31 MARCH 2024

	Notes	31 March 2024 $	31 March 2023 $
ASSETS			
Current Assets			
Cash and cash equivalents	5A	3,586,320	3,218,579
Trade and other receivables	5B	44,665	486,614
Other current assets	5C	1,646,283	-
Financial assets	5D	-	-
Total current assets		5,277,268	3,705,193
Non-Current Assets			
Property, plant and equipment	5E	16,251,203	9,040,873
Right of use asset	9	-	7,426
Investment property	5F	18,442,483	18,469,900
Total non-current assets		34,693,686	27,518,199
Total assets		39,970,954	31,223,392
LIABILITIES			
Current Liabilities			
Trade and other payables	6A	1,036,089	842,192
Employee provisions	6B	1,460,071	1,322,891
Revenue in advance	6C	5,559,955	5,023,050
Lease Liability	9	-	7,827
Total current liabilities		8,056,115	7,195,960
Non-Current Liabilities			
Trade and other payables	6A	-	-
Loan – CFMEU C&G QNTDB	8	5,500,000	-
Employee provisions	6B	741,429	604,690
Lease liability	9	-	-
Total non-current liabilities		6,241,429	604,690
Total liabilities		14,297,544	7,800,650
Net assets		25,673,410	23,422,742
EQUITY			
Asset revaluation reserve		1,328,880	1,328,880
Retained earnings		24,344,530	22,093,862
Total equity		25,673,410	23,422,742

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED 31 MARCH 2024

	Notes	Asset revaluation reserves	Retained Earnings Compulsory Levy Defence Fund	Retained Earnings General Fund	Total equity
		$	$	$	$
Balance as at 1 April 2022		**1,112,616**	**9,495,484**	**12,172,056**	**22,780,156**
Surplus (deficit) for the year		-	973,969	(547,647)	426,322
Other comprehensive income for the year		216,264	-	-	216,264
Closing balance as at 31 March 2023		**1,328,880**	**10,469,453**	**11,624,409**	**23,422,742**
Surplus (deficit) for the year		-	1,166,801	1,083,867	2,250,668
Other comprehensive income for the year		-	-	-	-
Closing balance as at 31 March 2024		**1,328,880**	**11,636,254**	**12,708,276**	**25,673,410**

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED 31 MARCH 2024

	Notes	31 March 2024 $	31 March 2023 $
OPERATING ACTIVITIES			
Cash received			
Receipts from other reporting units	7B	1,238,506	4,148,119
Receipts from members and other customers		18,848,181	16,575,669
Rent received		351,396	363,786
Interest		23,819	378,357
Dividend received		-	-
Wage claim receipts		268,000	503,683
Cash used			
Employees and suppliers		(13,958,261)	(14,047,653)
Wage claim payments		(268,000)	(490,076)
Finance cost		(69,865)	(84,001)
Payment for leases	9	(11,230)	(99,144)
Payment to other reporting units	7B	(2,745,097)	(2,100,444)
Net cash from (used by) operating activities	7A	3,677,449	5,148,296
INVESTING ACTIVITIES			
Cash received			
Proceeds from sale of property, plant and equipment		30,909	-
Proceeds from investment property		68,315	-
Cash used			
Purchase of plant and equipment		(7,570,459)	(1,614,443)
Purchase of investment property		(40,898)	(1,584,323)
Payment for AS400 Modernisation project to CFMEU National Office	7B	(1,297,575)	-
Net cash from (used by) investing activities		(8,809,708)	(3,198,766)
FINANCING ACTIVITIES			
Net cash received for/(paid to) CFMEU C&G QNTDB	7B	5,500,000	-
Net increase (decrease) in cash held		367,741	1,949,530
Cash & cash equivalents at the beginning of the reporting period		3,218,579	1,269,049
Cash & cash equivalents at the end of the reporting period	7A	3,586,320	3,218,579

The above statement should be read in conjunction with the notes.

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1.1 Basis of preparation of the financial statements

The financial statements are general purpose financial statements and have been prepared in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board (AASB) that apply for the reporting period and the *Industrial Relations Act 2016*. Compliance with Australian Accounting Standards ensures that the financial statements and notes also comply with International Financial Reporting Standards as issued by IASB. For the purpose of preparing the general purpose financial statements, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ('Union') is a not-for-profit entity. The Union has applied the Tier 1 reporting requirements as per the Australian Accounting Standard AASB 1053 *Application of Tiers of Australian Accounting Standards*.

The financial statements have been prepared on an accrual basis and in accordance with the historical cost, except for certain assets and liabilities measured at fair value, as explained in the accounting policies below. Historical cost is generally based on the fair values of the consideration given in exchange for assets. Except where stated, no allowance is made for the effect of changing prices on the results or the financial position. The financial statements are presented in Australian dollars.

For completeness, the Union has included all notes to the financial statements, even where such activities are not undertaken by them.

1.2 Comparative amounts

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

1.3 Significant accounting judgements and estimates

The following accounting assumptions or estimates have been identified that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next reporting period.

Key estimates and judgements

Impairment – general
The Union assesses impairment at each reporting period by evaluation of conditions and events specific to the Union that may be indicative of impairment triggers. Recoverable amounts of relevant assets are assessed using value-in-use calculations which incorporate various key assumptions. No impairment has been recognised in respect of the current year.

Provisions
As described in the accounting policies, provisions are measured at management's best estimate of the expenditure required to settle the obligation at the end of the reporting period. These estimates are made taking into account a range of possible outcomes and will vary as further information is obtained.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.3 Significant accounting judgements and estimates (continued)

Receivables
The receivables at reporting date have been reviewed to determine whether there is any objective evidence that any of the receivables are impaired. An impairment provision is included for any receivable where the entire balance is not considered collectible. The impairment provision is based on the best information at the reporting date.

Useful lives of property, plant and equipment
Property, plant and equipment are depreciated over the useful life of the asset and the depreciation rates are assessed when the assets are acquired or when there is a significant change that affects the remaining useful life of the asset.

1.4 New Australian Accounting Standards

Adoption of New Australian Accounting Standard requirements

The accounting policies adopted are consistent with those of the previous financial year.

No accounting standard has been adopted earlier than the application date stated in the standard.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.5 Revenue

The Union enters into various arrangements where it received consideration from another party. These arrangements include consideration in the form of membership subscriptions, levies, sponsorships and interest.

The timing of recognition of these amounts as either revenue or income depends on the rights and obligations in those arrangements.

Revenue from contracts with customers

Where the Union has a contract with a customer, the Union recognises revenue when or as it transfers control of goods or service to the customer. The Union accounts for an arrangement as a contract with a customer if the following criteria are met:

- the arrangement is enforceable; and
- the arrangement contains promises (that are also known as performance obligations) to transfer goods or service to the customer (or to other parties on behalf of the customer) that are sufficiently specific so that it can be determined when the performance obligation has been satisfied.

For membership subscription arrangements that meet the criteria to be contracts with customers, revenue is recognised when the promised goods or services transfer to the customer as a member of the Union.

If there is only one distinct membership service promised in the arrangement, the Union recognises revenue as the membership service is provided, which is typically based on the passage of time over the subscription period to reflect the Union's promise to stand ready to provide assistance and support to the member as required.

If there is more than one distinct good or service promised in the membership subscription, the Union allocates the transaction price to each performance obligation based on the relative standalone selling price of each promised good or service. In performing this allocation, standalone selling prices are estimated if there is no observable evidence of the price that the Union charges for that good or service in a standalone sale. When a performance obligation is satisfied, which is either when the customer obtains control of the good or as the service transfers to the customer (for example, member services or training course), the Union recognises revenue at the amount of the transaction price that was allocated to that performance obligation.

For member subscriptions paid annually in advance, the Union has elected to apply the practical expedient to not adjust the transaction price for the effects of a significant financing component because the period from when the customer pays and the good or services will transfer to the customer will be one year or less.

When a member subsequently purchases additional goods or services from the Union at their standalone selling price, the Union accounts for those sales as a separate contract with a customer.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.5 Revenue (continued)

Capitation fees

Where the Union's arrangement with a branch or another reporting unit meets the criteria to be a contract with a customer, the Union recognises the capitation fees promised under that arrangement when or as it transfers service to the member.

In circumstances where the criteria for a contract with a customer are not met, the Union will recognise capitation fees as income upon receipt.

Levies

Levies paid by a member in an arrangement that meets the criteria to be a contract with a customer is recognised as revenue when or as the Union transfers the relevant services to the member. In circumstances where the criteria for a contract with a customer are not met, the Union will recognise levies as income upon receipt.

Income of the Union as a Not-for-Profit Entity

Consideration is received by the Union to enable the entity to further its objectives. The Union recognises each of these amounts of consideration as income when the consideration is received (which is when the Union obtains control of the cash) because, based on the rights and obligations in each arrangement:

- the arrangements do not meet the criteria to be contracts with customers because either the arrangement is unenforceable or lacks sufficiently specific promises to transfer goods or services to the customer; and
- The Union's recognition of the cash contribution does not give rise to any related liabilities.

The Union receives cash consideration from the following arrangements whereby that consideration is recognised as income upon receipt:

- donations and voluntary contributions from members (including whip arounds); and
- government grants – (Cash Flow Boost).

Gains from sale of assets

An item of property, plant and equipment is derecognised upon disposal (which is at the date the recipient obtains control) or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of comprehensive income when the asset is derecognised.

Interest income

Interest revenue is recognised on an accrual basis using the effective interest method.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.6 Employee benefits

A liability is recognised for benefits accruing to employees in respect of wages and salaries, annual leave, long service leave and termination benefits when it is probable that settlement will be required and they are capable of being measured reliably.

Liabilities for short-term employee benefits (as defined in AASB 119 *Employee Benefits*) and termination benefits which are expected to be settled within twelve months of the end of the reporting period are measured at their nominal amounts. The nominal amount is calculated with regard to the rates expected to be paid on settlement of the liability.

Other long-term employee benefits which are expected to be settled beyond twelve months are measured as the present value of the estimated future cash outflows to be made by the Union in respect of services provided by employees up to reporting date.

Payments to defined contribution retirement benefit plans are recognised as an expense when employees have rendered service entitling them to the contributions.

Provision is made for separation and redundancy benefit payments. The Union recognises a provision for termination as part of a broader restructuring when it has developed a detailed formal plan for the terminations and has informed those employees affected that it will carry out the terminations. A provision for voluntary termination is recognised when the employee has accepted the offer of termination.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.7 Leases

The Union assesses whether a contract is or contains a lease, at inception of a contract. The Union recognises a right-of-use asset and a corresponding lease liability with respect to all lease agreements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets. For these leases, the Union recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Union uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise fixed lease payments, less any lease incentives.

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement date and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the underlying asset.

1.8 Borrowing costs

All borrowing costs are recognised in profit and loss in the period in which they are incurred.

1.9 Cash and cash equivalents

Cash is recognised at its nominal amount. Cash and cash equivalents includes cash on hand, deposits held at call with bank, other short-term highly liquid investments with original maturity of 3 months or less that are readily convertible to known amounts of cash and subject to insignificant risk of changes in value and bank overdrafts. Bank overdrafts are shown within short-term borrowings in current liabilities on the statement of financial position.

1.10 Provisions

Provisions are recognised when the Union has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.11 Financial Instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the Union becomes a party to the contractual provisions of the instrument.

1.12 Financial assets

Contract assets and receivables

A contract asset is recognised when the Union's right to consideration for exchange goods or services that has transferred to the customer when that right is conditioned on the Union's future performance or some other condition. A receivable is recognised if an amount of consideration that is unconditional is due from the customer (i.e. only the passage of time is required before payment of the consideration is due).

Contract assets and receivables are subject to impairment assessment. Refer to accounting policies on impairment of financial assets below.

Initial recognition and measurement

Financial assets are classified, at initial recognition, and subsequently measured at amortised cost, fair value through other comprehensive income (**OCI**), or fair value through profit or loss.

The classification of financial assets at initial recognition depends on the financial asset's contractual cash flow characteristics and the Union's business model for managing them. With the exception of trade receivables that do not contain a significant financing component, the Union initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs.

In order for a financial asset to be classified and measured at amortised cost or fair value through OCI, it needs to give rise to cash flows that are 'solely payments of principal and interest' (**SPPI**) on the principal amount outstanding. This assessment is referred to as the SPPI test and is performed at an instrument level.

The Union's business model for managing financial assets refers to how it manages its financial assets in order to generate cash flows. The business model determines whether cash flows will result from collecting contractual cash flows, selling the financial assets, or both.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Union commits to purchase or sell the asset.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.12 Financial assets (Continued)

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in three categories as:

- Financial assets at amortised cost
- Financial assets at fair value through other comprehensive income
- Investments in equity instruments designated at fair value through other comprehensive income

Financial assets at amortised cost

The Union measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

Financial assets at amortised cost are subsequently measured using the effective interest (EIR) method and are subject to impairment. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired.

The Union's financial assets at amortised cost includes trade receivables, receivables from other reporting units and term deposits.

Derecognition

A financial asset is derecognised when:

- The rights to receive cash flows from the asset have expired or
- The Union has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either:
  a) the Union has transferred substantially all the risks and rewards of the asset, or
  b) the Union has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Union has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if, and to what extent, it has retained the risks and rewards of ownership.

When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Union continues to recognise the transferred asset to the extent of its continuing involvement together with associated liability.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.12 Financial assets (Continued)

Offsetting

Financial assets and financial liabilities are offset and the net amount is reported in the statement of financial position if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

Impairment

(i) Trade receivables

For trade receivables that do not have a significant financing component, the Union applies a simplified approach in calculating expected credit losses (**ECLs**) which requires lifetime expected credit losses to be recognised from initial recognition of the receivables.

Therefore, the Union does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date. The Union has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

(ii) Debt instruments other than trade receivables

For all debt instruments other than trade receivables and debt instruments not held at fair value through profit or loss, the Union recognises an allowance for expected credit losses using the general approach. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Union expects to receive, discounted at an approximation of the original effective interest rate.

ECLs are recognised in two stages:

- Where there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses from possible default events within the next 12-months (a 12-month ECL).
- Where there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the debt, irrespective of the timing of the default (a lifetime ECL).

The Union considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Union may also consider a financial asset to be in default when internal or external information indicates that the Union is unlikely to receive the outstanding contractual amounts in full. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.13 Financial Liabilities

Financial liabilities are classified, at initial recognition, at amortised cost or at fair value through profit or loss.

All financial liabilities are recognised initially at fair value and, in the case of financial liabilities at amortised cost, net of directly attributable transaction costs.

The Union's financial liabilities include trade and other payables.

Subsequent measurement

Financial liabilities at amortised cost

After initial recognition, trade payables and interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in profit or loss.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in profit or loss.

1.14 Liabilities relating to contracts with customers

Contract liabilities

A contract liability is recognised if a payment is received or a payment is due (whichever is earlier) from a customer before the Union transfers the related goods or services. Contract liabilities include deferred income. Contract liabilities are recognised as revenue when the Union performs under the contract (i.e. transfers control of the related goods or services to the customer).

Refund liabilities

A refund liability is recognised for the obligation to refund some or all of the consideration received (or receivable) from a customer. The Union's refund liabilities arise from customers' right of return. The liability is measured at the amount the Union's ultimately expects it will have to return to the customer. The Union updates its estimates of refund liabilities (and the corresponding change in the transaction price) at the end of each reporting period.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.15 Contingent Liabilities and Contingent Assets

Contingent liabilities and contingent assets are not recognised in the Statement of Financial Position but are reported in the relevant notes. They may arise from uncertainty as to the existence of a liability or asset or represent an existing liability or asset in respect of which the amount cannot be reliably measured. Contingent assets are disclosed when settlement is probable but not virtually certain, and contingent liabilities are disclosed when settlement is greater than remote.

1.16 Property, Plant and Equipment

Asset Recognition Threshold

Purchases of land, buildings, plant and equipment are recognised initially at cost in the Statement of Financial Position. The initial cost of an asset includes an estimate of the cost of dismantling and removing the item and restoring the site on which it is located.

Revaluations—Land and Buildings

Following initial recognition at cost, land and buildings are carried at fair value less subsequent accumulated depreciation and accumulated impairment losses. Revaluations are performed with sufficient frequency such that the carrying amount of assets do not differ materially from those that would be determined using fair values as at the reporting date.

Revaluation adjustments are made on a class basis. Any revaluation increment is credited to equity under the heading of asset revaluation reserve except to the extent that it reversed a previous revaluation decrement of the same asset class that was previously recognised in the surplus/deficit. Revaluation decrements for a class of assets are recognised directly in the profit or loss except to the extent that they reverse a previous revaluation increment for that class. Any accumulated depreciation as at the revaluation date is eliminated against the gross carrying amount of the asset and the asset is restated to the revalued amount.

Depreciation

Depreciable property, plant and equipment assets are written-off to their estimated residual values over their estimated useful life using, in all cases, the straight line method of depreciation except motor vehicles which are depreciated on a diminishing value basis. Depreciation rates (useful lives), residual values and methods are reviewed at each reporting date and necessary adjustments are recognised in the current, or current and future reporting periods, as appropriate.

Depreciation rates applying to each class of depreciable asset are based on the following useful lives:

	31 March 2024	31 March 2023
Buildings	4-10%	4-10%
Plant and equipment	12.5-30%	12.5-30%
Motor Vehicles	25%	25%

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.16 Property, Plant and Equipment (continued)

Derecognition

An item of land, buildings, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the profit and loss.

1.17 Impairment

All assets are assessed for impairment at the end of each reporting period to the extent that there is an impairment trigger. Where indications of impairment exist, the asset's recoverable amount is estimated and an impairment adjustment made if the asset's recoverable amount is less than its carrying amount.

The recoverable amount of an asset is the higher of its fair value less costs of disposal and its value in use. Value in use is the present value of the future cash flows expected to be derived from the asset. Where the future economic benefit of an asset is not primarily dependent on the asset's ability to generate future cash flows, and the asset would be replaced if the Union were deprived of the asset, its value in use is taken to be its depreciated replacement cost.

1.18 Income Tax

The Union is exempt from income tax under section 50.1 of *the Income Tax Assessment Act 1997* however still has an obligation for Fringe Benefits Tax (FBT) and the Goods and Services Tax (GST).

Revenues, expenses and assets are recognised net of GST except:

- where the amount of GST incurred is not recoverable from the Australian Taxation Office; and
- for receivables and payables.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables.

Cash flows are included in the cash flow statement on a gross basis. The GST component of cash flows arising from investing and financing activities which is recoverable from, or payable to, the Australian Taxation Office is classified within operating cash flows.

1.19 Fair value measurement

The Union measures financial instruments, such as, financial assets at fair value through the profit and loss and non-financial assets such as land and buildings and investment properties, at fair value at each balance sheet date. Also, fair values of financial instruments measured at amortised cost are disclosed in Note 13.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.19 Fair value measurement (continued)

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Union. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Union uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1—Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2—Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3—Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Union determines whether transfers have occurred between Levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

External valuers are involved for valuation of significant assets, such as land and buildings and investment properties. Selection criteria include market knowledge, reputation, independence and whether professional standards are maintained. For the purpose of fair value disclosures, the Union has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

1.20 Going concern

The Union is not reliant on the agreed financial support of another reporting unit to continue on a going concern basis.

The Union has not agreed to provide financial support to another reporting unit to ensure they can continue on a going concern basis.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.21 Acquisition of Assets and Liabilities

The Union did not acquire any assets or liabilities during the year as a result of:

(a) an amalgamation under Part 14 of Chapter 12 of the Act in which the organisation (of which the reporting unit form part) was the amalgamated organisation; or
(b) a restructure of the branches of the organisation; or
(c) a determination by the Registrar under section 755 of the Act of an alternative reporting structure for the organisation; or
(d) a revocation by the Registrar under section 759 of the Act of a certificate issued to an organization under section 755.

The Union did not acquire any assets or liabilities during the year as a part of a business combination.

1.22 Investment property

Investment properties are properties held to earn rentals and/or for capital appreciation (including property under construction for such purposes). Investment properties are measured initially at their cost, including transaction costs. Subsequent to initial recognition, investment properties are measured at fair value. Gains and losses arising from changes in the fair value of investment properties are included in profit and loss in the period in which they arise.

An investment property is derecognised upon disposal or when the investment property is permanently withdrawn from use and no future economic benefits are expected from the disposal. Any gain or loss arising on derecognition of the property (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in profit or loss in the period in which the property is derecognised.

1.23 Compulsory Campaign Levy

The compulsory campaign levy was established by the Construction Forestry and Maritime Employees Union Construction & General Division National Office (CFMEU C&G National Office) to provide resources to fight against attacks against the Union by employers, governments and media. The levy is paid to the CFMEU C&G National Office.

1.24 Retained earnings – Compulsory Levy Defence Fund

Other than the general fund account, the Union also operates a compulsory levy defence fund **(Defence Fund)**.

The Defence Fund is maintained to provide the additional resources needed to defend members of the Construction, Forestry and Maritime Employees Union, Construction & General Division, Queensland Northern Territory Divisional Branch **(QNTDB)** and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division **(CFMEUQ)** against continuing attacks from employers and Federal Government agencies.

Funds collected by the compulsory Defence Fund levy as held in investment properties for value of $6,649,562 with remaining funds held in cash. The Defence Fund has not been used during 31 March 2024 financial year.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.24 Retained earnings – Compulsory Levy Defence Fund (continued)

All funds required by the rules of the Union are included in the retained earnings as detailed in the Statement of changes in equity.

The surplus in compulsory levy defence fund collected from members resident in Queensland during the 31 March 2024 financial year, and retained in the Defence Fund is $1,166,801.

1.25 Service Agreement

Longstanding administrative arrangements have existed between the Construction, Forestry and Maritime Employees Union Construction and General Division Queensland Northern Territory Divisional Branch (**QNTDB**) and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (**CFMEUQ**) to improve the effectiveness of dual registration and, as far as practicable, to reduce unnecessary costs associated with dual registration.

The administrative arrangements established the QNTDB as the 'operating entity' in that, for consideration provided by the CFMEUQ (namely the agreement to not collect entrance fees or subscriptions from members of both the CFMEUQ and the QNTDB (**Dual Members**)), the QNTDB would provide the resources necessary to service the Dual Members and members of the CFMEUQ.

Following negotiations between the QNTDB and the CFMEUQ, it was determined by the State Divisional Executive to agree to alter these arrangements, including the arrangements for the collection of entrance fees or subscriptions. An agreement was entered into between the QNTDB and the CFMEUQ to reflect these new arrangements and has been in operation for the entirety of the financial year ended 31 March 2024 and 31 March 2023 (**Service Agreement**).

As a result of the alteration to these arrangements by the Service Agreement, a number of items were transferred from the QNTDB to the CFMEUQ including: accrued employee entitlements; ongoing employee expenses; financial administration costs; agents fees; the defence fund and legal fees.

The CFMEUQ, for consideration provided by the QNTDB (namely the agreement to not collect entrance fees or subscriptions from members of both the CFMEUQ and the QNTDB (**Dual Members**)), provides the resources necessary to service the Dual Members, members of the QNTDB and members of the Manufacturing Division.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1.26 Current versus non-current classification

The Union presents assets and liabilities in the statement of financial position based on current/non-current classification.

An asset is current when it is:

- Expected to be realized or intended to be sold or consumed in the normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realized within 12 months after the reporting period; or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in the normal operating cycle;
- It is held primarily for the purpose of trading;
- It is due to be settled within 12 months after the reporting period; or
- There is no unconditional rights to defer the settlement of the liability for at least 12 months after the reporting period.

The terms of the liability that could, at the option of the counter party, result in its settlement by the issue of equity instruments do not affect its classification.

The Union classified all other liabilities as non-current.

NOTE 2 EVENTS AFTER REPORTING DATE

There were no further events that occurred after 31 March 2024, and/ or prior to the signing of the financial statements, that would affect the ongoing structure and financial activities of the Union.

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NOTE 3 INCOME

	31 March 2024 $	31 March 2023 $
Disaggregation of revenue from contracts with customers		
A disaggregation of the Union's revenue by type of arrangements is provided on the face of the Statement of comprehensive income. The table below also sets out a disaggregation of revenue by type of customer.		
Type of customer		
Members	14,783,778	12,197,954
Other reporting units	409,802	388,384
Government	-	-
Other parties	2,039,139	1,975,046
Total revenue from contracts with customers	17,232,719	14,561,384
Disaggregation of income for furthering activities		
A disaggregation of the Union's income by type of arrangement is provided on the face of the Statement of comprehensive income. The table below also sets out a disaggregation of income by funding source:		
Income funding sources		
Members	-	-
Other reporting units	-	-
Government	-	-
Other parties	396,316	388,582
Total income for furthering activities	396,316	388,582

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NOTE 3 INCOME

	31 March 2024 $	31 March 2023 $
Note 3A: Levies		
Compulsory levy – Defence Fund (Note 1.24)	1,166,801	973,969
Compulsory levy – Campaign (Note 1.23)	311,060	260,272
Voluntary levy – Tool Scheme	35,060	32,090
Total levies	1,512,921	1,266,331
Note 3B: Interest		
Interest	17,753	345,579
Total interest	17,753	345,579
Note 3C: Rental revenue		
Rent – Townsville Bayswater Road	16,200	15,600
Rent – Darwin	16,200	15,600
Rent – Flinders St Townsville	10,400	23,310
Rent – Woolner	10,250	12,585
Rent – Manor Apartments	96,288	85,802
Rent - Campbell Street	528,645	529,116
Rent – Hazelmount Street	11,310	10,900
Rent – Mantra Pandanas	22,633	29,686
Rent – Yatala	13,447	-
Rent – Jeays Street	7,650	-
Total rental income	733,003	722,599
Note 3D: Grants or donations		
Grants	396,316	388,582
Donations	-	-
Total grants or donations	396,316	388,582
Note 3E: Other Revenue		
Advertising & Marketing	140,124	92,578
Compliance recoveries	145,920	145,920
Directors/Meeting fees	216,404	139,108
Gender Equity Training	373,000	-
Promotional charges	598,073	630,201
Reimbursement of staff cost	106,808	92,467
Sponsorship income	30,000	76,500
Sundry income	55,916	79,508
Financial support from another reporting unit	-	-
Total other revenue	1,666,245	1,256,282

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NOTE 3 INCOME

	31 March 2024 $	31 March 2023 $
Note 3F: Net gains from sale of assets		
Gain on sale of property, plant and equipment	8,811	-
Gain on sale of investments	-	-
Total net gain from sale of assets	8,811	-

NOTE 4 EXPENSES

Note 4A: Employee expenses		
Holders of office:		
Wages and salaries	629,567	688,107
Superannuation	70,408	77,012
Leave and other entitlements	20,101	(4,435)
*Separation and redundancies	21,032	25,689
Other employee expenses	4,822	6,089
Subtotal employee expenses holders of office	745,930	792,462
Employees other than office holders:		
Wages and salaries	6,169,929	5,180,208
Superannuation	913,198	794,611
Leave and other entitlements	341,795	226,165
*Separation and redundancies	225,210	201,859
Other employee expenses	64,042	54,625
Subtotal employee expenses employees other than office holders	7,714,174	6,457,468
Total employee expenses	8,460,104	7,249,930

*Separation and redundancies include contribution to the redundancy fund.

Note 4B: Capitation fees		
CFMEU C&G National Office	1,100,154	892,527
Total capitation fees	1,100,154	892,527
Note 4C: Affiliation fees		
Australian Labor Party Queensland Branch	92,645	79,645
Building and Wood Workers' International	-	17,735
Building Labour History Association	100	-
Ipswich Trades Hall	60	-
Total affiliation fees	92,805	97,380

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NOTE 4 EXPENSES (CONTINUED)	31 March 2024 $	31 March 2023 $
Note 4D: Administration expenses		
Consideration to employers for payroll deductions of membership subscriptions	-	-
Compulsory levy – Campaign (Note 1.23)	133,130	116,880
Fees/allowances - meeting and conferences	-	-
Conference and meeting expenses	142,713	412,822
Penalties – via IR Act or IR Regulations	-	-
Total administration expenses	275,843	529,702
Note 4E: Grants or donations		
Grants:		
Total paid that were $1,000 or less	-	-
Total paid that exceeded $1,000	-	-
Donations:		
Total paid that were $1,000 or less	3,570	2,500
Total paid that exceeded $1,000	124,420	177,020
Total grants or donations	127,990	179,520
Note 4F: Depreciation and amortisation		
Depreciation:		
Buildings	219,034	146,732
Property, plant and equipment	111,024	90,108
Motor vehicles	7,973	10,702
Right of use asset (Note 9)	7,426	89,105
Total depreciation	345,457	336,647
Amortisation		
Intangibles	-	-
Total amortisation	-	-
Total depreciation and amortisation	345,457	336,647
Note 4G: Finance costs		
Bank fees and charges	69,865	84,001
Interest expense – Lease liability (Note 9)	25	2,242
Total finance costs	69,890	86,243

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NOTE 4 EXPENSES (CONTINUED)	31 March 2024	31 March 2023
Note 4H: Legal costs	$	$
Litigation	993,736	1,618,583
Other legal matters	65,987	38,569
Penalties & Settlements (Litigation costs)	-	-
Total legal costs	1,059,723	1,657,152
Note 4I: Audit fees		
External audit expense	30,072	27,463
Other services	-	-
Total audit fees	30,072	27,463
Note 4J: Property costs		
Body corporate and management fees	94,451	83,745
Cleaning	66,174	51,014
Electricity	69,666	47,884
Insurance	42,801	33,450
Land Tax	25,728	-
Repairs and maintenance	352,170	140,957
Rates and Water	172,858	137,181
Rent expenses – Flinders St Townsville	3,378	4,927
Security	48,588	22,180
Total property costs	878,814	521,338
Note 4K: Other Expenses		
Administration expenses	84,126	92,350
Advertising & marketing	280,017	214,920
Campaign expenses	95,034	149,268
Communications	62,975	50,707
Computer expenses	168,948	130,432
Labour day expenses	197,403	174,548
Motor vehicle expenses	461,679	409,970
Organising expenses	547,409	617,154
Payroll tax	434,032	390,200
Postage	175,921	144,197
Printing and stationery	174,018	116,150
Publication expenses	102,465	73,045
Sponsorship expenses	32,846	16,127
Subscriptions	20,445	16,952
Training	27,772	13,009
Workers compensation	52,296	51,014
Total other expenses	2,917,386	2,660,043

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NOTE 5 ASSETS

	31 March 2024 $	31 March 2023 $
Note 5A: Cash and Cash Equivalents		
Cash at bank	3,580,020	3,212,279
Cash on hand	6,300	6,300
Total cash and cash equivalents	3,586,320	3,218,579
Note 5B: Trade and Other Receivables		
Trade receivable	1,376	-
Interest receivable	1,124	7,190
Membership dues receivable	967,113	815,011
Other receivables	4,721	4,028
Receivables from other reporting units		
CFMEU C&G QNTDB	-	434,962
CFMEU C&G National Office	8,762	7,493
CFMEU National Office	1,382	1,665
Total trade and other receivables	984,478	1,270,349
Less provision for doubtful debts	(939,813)	(783,735)
Total provision for doubtful debts	(939,813)	(783,735)
Total trade and other receivables (net)	44,665	486,614

No provision for doubtful debts has been raised against the reporting units balances shown.

Note 5C: Other Current Assets		
Prepayments	348,708	-
AS400 Modernisation Project – Developing Asset	1,297,575	-
Total other current assets	1,646,283	-

The branch has paid $1,297,575 to the CFMEU C&G National Office towards the AS400 Modernisation Project. The project is a redevelopment of the membership database system which will take 3-5 years to complete. Once the membership database system is completed, it will be treated as an intangible asset. At present, the contribution towards this project is treated as a prepayment. The branch has made a commitment for $3,995,323 over the next 5 years towards this project. Branches from all states will also be contributing to this project which is expected to cost $23,499,954.

Note 5D: Financial Assets		
Opening balance	-	6,484,367
Additional investment	-	-
Growth/(reduction) in investment	-	(536,743)
Financial asset transferred to CFMEU C&G QNTDB	-	(5,947,624)
Total financial assets	-	-

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NOTE 5 ASSETS (CONTINUED)

	31 March 2024 $	31 March 2023 $
Note 5E: Property, plant and equipment		
Property, Plant and Equipment comprises of:		
Land and buildings	15,967,605	8,806,585
Motor vehicles	4,294	34,365
Plant and equipment	279,304	199,923
Total property plant and equipment	16,251,203	9,040,873
Land and buildings:		
Land at independent valuation	6,075,000	6,075,000
Building at independent valuation	1,480,000	1,480,000
Land and Building at cost	8,631,639	1,251,585
Less accumulated depreciation	(219,034)	-
Total land and buildings	15,967,605	8,806,585
Motor vehicles:		
At cost	68,110	119,504
Less accumulated depreciation	(63,816)	(85,139)
Total motor vehicles	4,294	34,365
Plant and Equipment:		
At cost	1,194,009	1,003,603
Less accumulated depreciation	(914,705)	(803,680)
Total plant and equipment	279,304	199,923

	Land and Buildings $	Motor Vehicles $	Plant & Equipment $	Total $
Balance at beginning of the year	8,806,585	34,365	199,923	9,040,873
Additions	7,380,054	-	190,405	7,570,459
Disposals	-	(22,098)	-	(22,098)
Depreciation	(219,034)	(7,973)	(111,024)	(338,031)
Revaluation increment/(decrement)	-	-	-	-
Carrying amount at end of year	15,967,605	4,294	279,304	16,251,203

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NOTE 5 ASSETS (CONTINUED)

Note 5E: Property, plant and equipment (continued)

AASB 16 disclosure:	Subject to operating leases	Not subject to operating leases	Total
	$	$	$
Building at independent valuation	98,842	576,158	675,000
Building at cost	12,245	71,374	83,619
Less accumulated depreciation	(5,304)	(30,919)	(36,223)
Total plant and equipment	105,783	616,613	722,396

The above buildings that is subject to operating leases is 16 Campbell St building.

The revalued land and buildings consist of:

[redacted]

$4,000,000
$2,000,000
$ 75,000
$ 675,000
$ 300,000
$ 275,000
$ 230,000

Management determined that these constitute one class of asset under AASB 13, based on the nature, characteristics and risks of the properties.

Fair value of the properties was determined by using the market comparable method. This means that valuations performed by the valuer are based on active market prices, significantly adjusted for the difference in the nature, location or condition of the specific property. The properties' fair values are based on valuations performed by the following valuers:

Land and Building	Valuer	Registration Number	Valuation Company
[redacted]	Michael Galvin	1779	Hymans Property
	Michael Galvin	1779	Hymans Property
	Emma Jackson	44637	Valuations NT
	Michael Galvin	1779	Hymans Property

The above valuers are certified and accredited independent valuers. The properties were valued on 31 March 2023 and the same values have been adopted for 31 March 2024.

CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 MARCH 2024

NOTE 5 ASSETS (CONTINUED)

	31 March 2024 $	31 March 2023 $
Note 5F: Investment property		
Balance at the beginning of the year	18,469,900	16,595,563
Additions	40,898	1,584,323
Disposal	(68,315)	-
Net gain/(loss) from fair value adjustment	-	290,014
Total investment property	18,442,483	18,469,900

During the year ended 31 March 2024, the Union acquired the following investment properties at cost:

Property development project – Campbell St	$40,898

The revalued investment properties consist of:

[redacted]	$ 680,000
	$ 365,000
	$ 470,000
	$ 360,000
	$ 360,000

The valuations were performed by the following valuers:

Investment Property	Valuer	Registration Number	Valuation Company
[redacted]	Emma Jackson	44637	Valuations NT
	Emma Jackson	44637	Valuations NT
	Clancy Miller	107205	Acumentis
	Michael Galvin	1779	Hymans Property
	Michael Galvin	1779	Hymans Property

The above valuers are accredited independent valuers with a recognised and relevant professional qualification and with recent experience in the location and category of the investment properties being valued.

The fair value of completed investment properties has been determined on a market value basis in accordance with International Valuation Standards (IVS), as set out by the International Valuation Standards Council (IVSC).

The highest and best use of the investment properties is not considered to be different from its current use.

The valuation method used to value the above investment properties is considered to be the Direct Comparison approach, whereby the subject property is compared to recent sales of similar properties within the surrounding vicinity.

The fair value of investment property is included within Level 2 at Note 13.

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NOTE 6 LIABILITIES

	31 March 2024 $	31 March 2023 $
Note 6A: Trade and other payables		
Trade payables and accruals	28,920	55,039
Payables to other reporting units		
- CFMEU C&G QNTDB	228,360	26,727
- CFMEU C&G National Office	136,882	110,687
Consideration to employers for payroll deductions	-	-
Legal costs		
Litigation	53,764	100,290
Other legal matters	-	-
GST payable	247,749	208,835
Wages collected on behalf of members	340,414	340,414
Total current trade and other payables	1,036,089	842,192
Non-current		
Payable to other reporting units		
- CFMEU C&G QNTDB	-	-
Total non-current trade and other payables	-	-
Total trade and other payables	1,036,089	842,192
Wages collected on behalf of members:		
Opening balance at beginning of the year	340,414	326,807
Amounts recovered from employers	268,000	503,683
Payments to or on behalf of Workers	(268,000)	(490,076)
	340,414	340,414

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NOTE 6 LIABILITIES (CONTINUED)

	31 March 2024 $	31 March 2023 $
Note 6B: Employee Provisions		
Employees provisions comprises of:		
Current		
Provision for annual leave	898,916	823,999
Provision for long service leave	561,155	498,892
	1,460,071	1,322,891
Non-current		
Provision for long service leave	741,429	604,690
Total employee provisions	741,429	604,690

Non-current provisions represent long service entitlements owing to employees who have not completed 5 continuous years of service with the Union.

Balance at beginning of the year	1,927,581	1,916,642
Additional provisions raised during the year	895,517	549,512
Amounts used	(621,598)	(538,573)
Balance at the end of the year	2,201,500	1,927,581
Office Holders:		
Annual leave	88,063	87,787
Long service leave	443,803	423,978
Separations and redundancies	-	-
Other	-	-
Subtotal employee provisions—office holders	531,866	511,765
Employees other than office holders:		
Annual leave	810,853	736,212
Long service leave	858,781	679,604
Separations and redundancies	-	-
Other	-	-
Subtotal employee provisions—employees other than office holders	1,669,634	1,415,816
Total employee provisions	2,201,500	1,927,581

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NOTE 6 LIABILITIES (CONTINUED)

	31 March 2024 $	31 March 2023 $
Note 6C: Revenue in advance		
Membership dues in advance	5,203,100	4,717,584
Other revenue in advance	356,855	305,466
Total revenue in advance	5,559,955	5,023,050

NOTE 7 CASH FLOW

Note 7A: Cash Flow Reconciliation		
Reconciliation of cash and cash equivalents as per Statement of Financial Position to Statement of Cash Flows:		
Cash and cash equivalents as per:		
Cash flow statement	3,586,320	3,218,579
Balance sheet	3,586,320	3,218,579
Difference	-	-
Reconciliation of profit/(deficit) to net cash from operating activities:		
Surplus/(deficit) for the year	2,250,668	426,322
Adjustments for non-cash items		
Depreciation/amortisation	338,031	247,542
(Gain)/Loss on property, plant and equipment	(8,811)	-
(Gain)/Loss on fair value of financial assets	-	536,743
(Gain)/Loss on revaluation of investment properties	-	(290,014)
Transfer of financial assets from CFMEU QNTDB	-	5,947,624
Settlement of Loan from CFMEU QNTDB	-	(1,500,000)
Changes in assets/liabilities		
(Increase)/decrease in net receivables	441,949	(345,505)
(Increase)/decrease in prepayments	(348,708)	59,457
(Increase)/decrease in right of use assets	7,426	89,105
Increase/(decrease) in trade and other payables	193,897	(811,531)
Increase/(decrease) in employee provisions	273,919	10,939
Increase/(decrease) in revenue in advance	536,905	869,589
Increase/(decrease) in lease liabilities	(7,827)	(91,975)
Net cash from (used by) operating activities	3,677,449	5,148,296

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NOTE 7 CASH FLOW

	31 March 2024 $	31 March 2023 $
Note 7B: Cash flow information		
Cash inflows		
CFMEU C&G QNTDB	6,565,499	3,931,073
CFMEU C&G VIC/TAS Branch	-	10,000
CFMEU C&G National Office	99,647	90,463
CFMEU National Office	18,191	12,890
M&E Division QLD Branch	55,169	103,693
Total cash inflows	6,738,506	4,148,119
Cash outflows		
CFMEU C&G QNTDB	1,112,064	890,444
CFMEU C&G National Office	2,930,608	1,210,000
Total cash outflows	4,042,672	2,100,444

Note 7C: Credit standby arrangements and loan facilities

The Union did not have any credit facilities during the year ended 31 March 2024 (31 March 2023: Nil).

Note 7D: Non-cash transactions

There were no non-cash financing or investing activities during the year ended 31 March 2024 (31 March 2023: There have been non-cash financing or investing activities during the year. Refer to Note 7A).

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NOTE 8 RELATED PARTY DISCLOSURES

Note 8A: Related Party Transactions for the Reporting Period
Holders of office and related reporting units

The names of those persons who held office for all or part of the year are deemed to be a related party for financial reporting purposes as set out in the accompanying Committee of Management Operating Report. The following table provides the total amount of transactions that have been entered into with related parties for the relevant year.

	31 March 2024 $	31 March 2023 $
Revenue received includes the following:		
Rent received from CFMEU C&G QNTDB	413,552	391,884
Staff cost reimbursement from CFMEU C&G National Office	88,890	77,912
Airfares reimbursement from CFMEU C&G National Office	10,924	9,558
VET meeting reimbursement from CFMEU C&G National Office	-	1,664
Staff cost reimbursement from CFMEU National Office	17,908	14,555
Donation Tonga received from CFMEU C&G VIC-TAS Branch	-	10,000
ALP Affiliation fees reimbursement from M&E QLD	50,154	46,085
State Conference fee reimbursement from M&E QLD	-	2,200
Expenses paid includes the following:		
NT membership transferred to CFMEU C&G QNTDB	140,094	141,425
NT defence fund transferred to CFMEU C&G QNTDB	10,663	11,349
NT campaign levy transferred to CFMEU C&G QNTDB	3,163	3,364
EBA Processing fees transferred to CFMEU C&G QNTDB	731,700	180,000
Capitation fees to CFMEU C&G National Office	1,100,154	892,527
Campaign levies to CFMEU C&G National Office	133,130	116,880
Amounts owed by includes the following:		
CFMEU C&G QNTDB	-	434,962
CFMEU C&G National Office	8,362	7,493
CFMEU National Office	1,382	1,665
Amounts owed to includes the following:		
CFMEU C&G QNTDB	228,360	26,727
CFMEU C&G National Office	136,882	110,887
Loan payable to CFMEU C&G QNTDB:	5,500,000	-
Financial assets transferred to CFMEU C&G QNTDB	-	5,947,624
AS400 Modernisation Project contribution to CFMEU C&G National Office	1,297,575	-

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NOTE 8 RELATED PARTY DISCLOSURES

Note 8A: Related Party Transactions for the Reporting Period (continued)

Terms and conditions of transactions with related parties

Related party transactions occur between the Union and the Construction, Forestry and Maritime Employees Union Construction and General Division Queensland Northern Territory Divisional Branch (CFMEU C&G QNTDB).

The sales to and purchases from related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances for sales and purchases at the year end are unsecured and interest free and settlement occurs in cash. There have been no guarantees provided or received for any related party receivables or payables. For the year ended 31 March 2024, the union has not recorded any impairment of receivables relating to amounts owed by related parties and declared person or body (2023: $Nil). This assessment is undertaken each financial year through examining the financial position of the related party and the market in which the related party operates. The loan received from CFMEU C&G QNTDB does not incur interest and is expected to be repaid within 5 years.

Related party transactions also occur between the Union and other reporting units including the National Office of the Construction & General Division (CFMEU C&G National Office). Related Party disclosures in the financial report are presented on an accrual basis. Whilst the financial records of the Union have been kept, as far as practicable, in a manner consistent with each other reporting units of the organisation, the balances and transactions reported in this financial report may differ to those recorded in the financial report of the counterparty reporting unit. This may arise due to timing difference in the respective recordkeeping of the related reporting units, for example, in the receipt of payments, correspondence in transit or the alternative categorisation of balances/transactions.

From time-to-time, the National Office of the Construction & General Division of the CFMEU (CFMEU C&G National Office) coordinates various administrative activities on behalf of the Union. This includes the collation of certain costs, which are apportioned to the appropriate branches and invoiced in full. Accordingly, with the National Office merely being the facilitator of such transactions between the Union and independent third parties (and there is no profit component in recharging these costs), these are not considered to be related party expenditures of the Union and hence are not required to be disclosed.

Notwithstanding this, the transfer of funds to meet these obligations remain related party transactions, and accordingly have been disclosed in the related party cash flows reported at Note 7B. Additionally, any amounts outstanding as at balance date between related parties have been disclosed at Note 8A.

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NOTE 8 RELATED PARTY DISCLOSURES (CONTINUED)

Note 8B: Key Management Personnel Remuneration for the Reporting Period

Key management personnel comprise those individuals who have the authority and responsibility for planning, directing and controlling the activities of the Union. The Union has determined that key management personnel comprises of:

- Michael Ravbar (State Secretary)
- Royce Kupsch (State President) – Honorary from 19/12/2022
- Jade Ingham (Assistant State Secretary)
- Kane Lowth (Assistant State Secretary)

During the year, the key management personnel of the Union were remunerated as follows:

	31 March 2024 $	31 March 2023 $
Short-term employee benefits		
Salary (including annual leave taken)	629,567	688,107
Annual leave accrued	276	(4,178)
Performance bonus	-	-
Other employee benefits	4,822	6,089
Total short-term employee benefits	634,665	690,018
Post-employment benefits:		
Superannuation	70,408	77,012
Redundancy fund	21,032	25,689
Total post-employment benefits	91,440	102,701
Other long-term benefits:		
Long-service leave	19,825	(257)
Total other long-term benefits	19,825	(257)
Termination benefits		
Total	746,930	792,462

No other transactions occurred during the year with elected officers, close family members or other related parties than those related to their membership or employment and on terms no more favourable than those applicable to any other member or employee.

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NOTE 9 LEASES

The Union as a lessee

The Union has a lease over real property.

Information relating to the lease in place for real property and associated balances and transactions are provided below.

Terms and conditions of leases:

Premises are leased over a 3-year period with an option to extend. There are no rent increments noted on the leases. The premises are located at 446 Flinders St Townsville and 448 Flinders St Townville.

	31 March 2024 $	31 March 2023 $
Right-of-use assets		
Balance at beginning of the year	7,426	96,531
Additions to right-of-use assets	-	-
Depreciation charge	(7,426)	(89,105)
Balance at end of year	-	7,426
Lease liabilities		
Current	-	7,827
Non-current	-	-
Total	-	7,827

The maturity analysis of lease liabilities based on contractual undiscounted cash flows is shown in the table below:

	< 1 year $	1 - 5 years $	> 5 years $	Total undiscounted lease liabilities $	Lease liabilities included in this Balance Sheet $
2024					
Lease liabilities	-	-	-	-	-
2023					
Lease liabilities	7,851	-	-	7,851	7,827

Extension options

The building lease contains an extension option which allows the Union to extend the lease term of the original non-cancellable period of the lease. At commencement date and each subsequent reporting date, the Union assesses whether it is reasonably certain that the extension option will be exercised. The Union did not exercise the extension options and terminated the lease upon its expiry in May 2024.

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NOTE 9 LEASES (CONTINUED)

Statement of Profit or Loss and Other Comprehensive Income

The amounts recognised in the statement of profit or loss and other comprehensive income relating to leases where the Union is a lessee are shown below:

	31 March 2024 $	31 March 2023 $
Interest expense	25	2,242
Depreciation of right-of-use assets	7,426	89,105
	7,451	91,347

Statement of Cash Flows

Total cash outflow for leases	11,230	99,144

NOTE 10 CONTINGENT LIABILITIES, ASSETS AND COMMITMENTS

(a) Operating lease commitments

Leases as lessor

The Union leases out a portion of its business premises held under operating lease. The leases run for a period ranging between 3 to 5 years. The future minimum receivable payments under non-cancellable operating leases are as follows:

	31 March 2024 $	31 March 2023 $
Receivable – minimum lease commitments		
- not later than 12 months	75,077	13,822
- between 12 months and 5 years	150,504	-
- greater than 5 years	-	-
Minimum lease payments	225,581	13,822

(b) Contingent liabilities and commitments

The Committee of Management is not aware of any contingent assets or liabilities that are likely to have a material effect on the results of the Union.

(c) Finance lease commitments

The Union does not have any finance lease commitments.

(d) Capital expenditure commitments

The branch has made a capital expenditure commitment to CFMEU C&G National Office for $3,995,323 over the next 5 years. The capitation expenditure is for the AS400 Modernisation Project which commenced in July 2024 and will take 3-5 years to complete. The project is a complete redevelopment of the membership database system. Branches from all states will also be contributing to this project.

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NOTE 11 REMUNERATION OF AUDITORS

	31 March 2024 $	31 March 2023 $
Value of the services provided		
Financial statement audit services	30,072	27,463
Other services	-	-
Total remuneration of auditors	30,072	27,463

No other services were provided by the auditors of the financial statements.

NOTE 12 FINANCIAL INSTRUMENTS

Financial Risk Management Policy

The Committee of Management monitors the Union's financial risk management policies and exposure and approves financial transactions entered into. It also reviews the effectiveness of internal controls relating to the counterparty credit risk, liquidity risk, market risk and interest rate risk. The Committee of Management meets on a monthly basis to review the financial exposure of the Union.

Note 12A: Credit Risk

Exposure to credit risk relating to financial assets arises from the potential non-performance by counterparties of contract obligations that could lead to a financial loss of the Union. The Union does not have any material credit risk exposures as its major source of revenue is the receipt of rental income.

The maximum exposures to credit risk by class of recognised financial assets at the end of the reporting period is equivalent to the carrying value and classification of those financial assets (net of provisions) as presented in the statement of financial position.

The Union has no significant concentration of credit risk with respect to any single counterparty or group of counterparties. The class of assets described as Trade and Other Receivables is considered to be the main source of credit risk related to the Union.

On a geographical basis, the Union's trade and other receivables are all based in Australia.

The Union applies the simplified approach to providing for expected credit losses prescribed by AASB 9, which permits the use of the lifetime expected loss provision for all accounts receivable. To measure the expected credit losses, accounts receivable have been grouped based on shared credit risk characteristics and the days past due. The loss allowance provision as at 31 March 2024 is determined as follows. The expected credit losses below also incorporate forward looking information.

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12A: Credit Risk (Continued)

The balance of receivables that remain within initial trade terms (as detailed in the table) are considered to be of high credit quality.

Ageing of financial assets that were past due but not impaired for 2024

	0 to 30 days	31 to 60 days	61 to 90 days	90+ days	Total
	$	$	$	$	$
Expected loss rate	95.5%	0%	0%	0%	95.5%
Gross Carrying amount	984,478	-	-	-	984,478
Loss allowing provision	939,813	-	-	-	939,813

Ageing of financial assets that were past due but not impaired for 2023

	0 to 30 days	31 to 60 days	61 to 90 days	90+ days	Total
	$	$	$	$	$
Expected loss rate	61.7%	0%	0%	0%	61.7%
Gross Carrying amount	1,270,349	-	-	-	1,270,349
Loss allowing provision	783,735	-	-	-	783,735

The Union has no significant concentration of credit risk with respect to any single counterparty or group of counterparties other than those receivables specifically provided for and mentioned within Note 5. The main source of credit risk to the entity is considered to relate to the class of assets described as "accounts receivable and other debtors".

The Union always measures the loss allowance for accounts receivables at an amount equal to lifetime expected credit loss. The expected credit losses on accounts receivable are estimated using a provision matrix by reference to past default experience of the debtor and an analysis of the debtor's current financial position, adjusted for factors that are specific to the debtors, general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date.

There has been no change in the estimation techniques or significant assumptions made during the current reporting period.

The Union writes off an account receivable when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery (eg when the debtor has been placed under liquidation or has entered into bankruptcy proceedings) or when the trade receivables are over two years past due, whichever occurs earlier. None of the accounts receivable that have been written off are subject to enforcement activities.

Collateral held as security

The Union does not hold collateral with respect to its receivables at 31 March 2024 (31 March 2023: Nil).

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12B: Liquidity Risk

Liquidity risk arises from the possibility that the Union might encounter difficulty in settling its debts or otherwise meeting its obligations in relation to financial liabilities. The Union manages this risk through the following mechanisms:

- preparing forward looking cash flow estimates;
- maintaining a reputable credit profile;
- managing credit risk related to financial assets;
- only investing surplus cash with major financial institutions; and
- comparing the maturity profile of financial liabilities with the realisation profile of financial assets.

The tables below reflect an undiscounted contractual maturity analysis for non-derivative financial liabilities. The Union does not hold directly any derivative financial liabilities.

Cash flows realised from financial assets reflect management's expectation as to the timing of realisation. Actual timing may therefore differ from that disclosed. The timing of cash flows presented in the table to settle financial liabilities reflects the earliest contractual settlement dates

Financial Instrument Composition and Maturity Analysis

	Within 1 Year		1 to 5 Years		Over 5 Years		Total	
	2024	2023	2024	2023	2024	2023	2024	2023
	$	$	$	$	$	$	$	$
Financial liabilities due for payment								
Trade and other payables	1,036,089	842,192	-	-	-	-	1,036,089	842,192
Loan – CFMEU C&G QNTDB	-	-	5,500,000	-	-	-	5,500,000	-
Total expected outflows	1,036,089	842,192	5,500,000	-	-	-	6,536,089	842,192
Financial assets – cash flow receivable								
Cash and cash equivalents	3,586,320	3,218,579	-	-	-		3,586,320	3,218,579
Trade and other receivables	44,665	486,614	-	-	-		44,665	486,614
Financial assets	-	-	-	-	-		-	-
Total anticipated inflows	3,630,985	3,705,193	-	-	-		3,630,985	3,705,193
Net (outflow) / inflow on financial instruments	2,594,896	2,863,001	(5,500,000)	-	-		(2,905,104)	2,863,001

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NOTE 12 FINANCIAL INSTRUMENTS (CONTINUED)

Note 12C: Market Risk

i. Interest rate risk
Exposure to interest rate risk arises on financial assets and financial liabilities recognised at the end of the reporting period whereby a future change in interest rates will affect future cash flows or the fair value of fixed rate financial instruments. The Union's exposure to interest rate risk arises from its cash at bank, term deposits and floating rate instruments.

The financial instruments which expose the Union to interest rate risk are limited to its cash reserves.

ii. Foreign exchange risk
The Union is not exposed to fluctuations in foreign currencies.

iii. Price risk
The Union is exposed to equity securities price risk.

Sensitivity Analysis

While the Union is exposed to changes in interest rates, due to the fact that any expected change in interest rates would have no significant impact on profit and loss or equity, no sensitivity analysis has been considered necessary.

No sensitivity analysis has been performed on foreign exchange risk, as the Union is not exposed to foreign currency fluctuations.

NOTE 13 FAIR VALUE MEASUREMENT

Fair Values

Fair value estimation

The fair values of financial assets and liabilities are presented in the following table and can be compared to their carrying values as presented in the statement of financial position. Fair value is the amount at which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties at an arm's length transaction.

Fair value may be based on information that is estimated or subject to judgement, where changes in assumptions may have a material impact on the amounts estimated. Areas of judgement and the assumptions have been detailed below. Where possible, valuation information used to calculate fair values is extracted from the market, with more reliable information available from markets that are actively traded.

In this regard, fair values for listed securities are obtained from quoted market bid prices. Where securities are unlisted and no market quotes are available, fair value is obtained using discounted cash flow analysis and other valuation techniques commonly used by market participants.

Differences between fair values and carrying amounts of financial instruments with fixed interest rates are due to the change in discount rates being applied by the market since their initial recognition by the Union. Most of these instruments, which are carried at amortised cost (i.e. accounts receivable), are to be held until maturity and therefore the fair value figures calculated bear little relevance to the Union.

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NOTE 13 FAIR VALUE MEASUREMENT (CONTINUED)

The following table contains the carrying amounts and related fair values for the Union's financial assets and liabilities:

		31 March 2024		31 March 2023	
	Footnote	Carrying value	Fair value	Carrying value	Fair value
		$	$	$	$
Financial assets					
Cash and cash equivalents	(i)	3,586,320	3,586,320	3,218,579	3,218,579
Accounts receivable and other debtors	(i)	44,665	44,665	486,614	486,614
Financial assets		-	-	-	-
Total financial assets		3,630,985	3,630,985	3,705,193	3,705,193
Financial liabilities					
Accounts payable and other payables	(i)	1,036,089	1,036,089	842,192	842,192
Loan – CFMEU QNTDB		5,500,000	5,500,000	-	-
Total financial liabilities		6,536,089	6,536,089	842,192	842,192

The fair values disclosed in the above table have been determined based on the following methodologies:

(i) Cash and cash equivalents, accounts receivable and other debtors and accounts payable and other payables are short-term instruments in nature whose carrying value is equivalent to fair value. Trade and other payables exclude amounts provided for annual leave, which is outside the scope of AASB 9.

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NOTE 13 FAIR VALUE MEASUREMENT (CONTINUED)

Fair Value Hierarchy

AASB 13: Fair Value Measurement requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of the three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market date. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

31 March 2024	Level 1	Level 2	Level 3	Total
Assets	$	$	$	$
Investment property	-	18,442,483	-	18,442,483
Land and buildings	-	16,251,203	-	16,251,203
31 March 2023				
Assets				
Investment property	-	18,469,900	-	18,469,900
Land and buildings	-	8,806,585	-	8,806,585

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NOTE 14 DISCLOSURE OF OFFICERS' REMUNERATION AND NON-CASH BENEFITS

The highest paid officers of the Union for the disclosure period ended 31 March 2024 and the amounts of the relevant remuneration paid to them and the value or form of non-cash benefit received by them are set out below. There were only four officers paid by the Union during the period ended 31 March 2024.

(a) the highest paid officers of the Union for the financial year, and their remuneration, were as follows:

	Michael Ravbar State Branch Secretary	Royce Kupsch State Branch President	Jade Ingham Assistant State Branch Secretary	Kane Lowth Assistant State Branch Secretary	Total
	$	$	$	$	$
Salary and allowance	218,608	-	195,486	215,474	629,567
Movement in annual and long service leave provisions	25,389	-	13,239	(18,527)	20,101
Superannuation	23,682	-	21,479	25,247	70,408
Redundancy	7,010	-	7,011	7,011	21,032
Other employee benefits	1,608	-	1,607	1,607	4,822
	276,297	-	238,821	230,812	745,930

The non-cash benefit provided to the officers of the Union are motor vehicles which are owned by the Union. The motor vehicles are primarily used for work related purposes but may be used for personal use during non-working hours.

(b) Superannuation has been received by the following officers of the Union from a board position attained because of their position with the Union:

Michael Ravbar	State Branch Secretary	$16,481
Royce Kuspch	State Branch President	$NIL
Jade Ingham	Assistant State Branch Secretary	$7,394
Kane Lowth	Assistant State Branch Secretary	$2,911

No other remuneration or non-cash benefits had been received by Officers of the Union from a board position attained because of their position with the Union.

The above remuneration register of the Union has been disclosed as described under s. 764 (2) (e) of *Industrial Relations Act 2016*.

The Union has made no reportable payments to any related party or declared person or body of the Union in the year ended 31 March 2024.

Royce Kupsch resigned on 16 December 2022 as a Union employee. From 19 December 2022, he continues to be State Branch President role as a honorary position.

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NOTE 15 SECTION 787 INDUSTRIAL RELATIONS ACT 2016

In accordance with the requirements of the *Industrial Relations Act 2016*, the attention of members is drawn to the provisions of subsections (1) to (3) of section 787, which reads as follows:

Information to be provided to members or registrar:

(1) A member of a reporting unit, or the registrar, may apply to the reporting unit for stated information, prescribed by regulation, about the reporting unit to be made available to the person making the application.

(2) The application must be in writing and state the period, which must be at least 14 days after the application is made, within which the information must be made available and state the way in which the information must be made available.

(3) The reporting unit's organization must ensure the reporting unit complies with the application.

NOTE 16 ADMINISTRATION OF FINANCIAL AFFAIRS BY A THIRD PARTY

There has been no administration of financial affairs by a third party.

NOTE 17 UNION DETAILS

The registered office of the Union is:

16 Campbell Street
Bowen Hills QLD 4006

NOTE 18 SEGMENT INFORMATION

The Union operates solely in one reporting segment, being the provision of industrial services in Queensland.

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PKF Brisbane Audit
ABN 33 873 151 348
Level 2, 66Eagle Street
Brisbane, QLD 4000
Australia

[redacted]

pkf.com.au

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

Report on the Financial Report

Opinion

We have audited the accompanying financial report of Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division ("the Union"), which comprises the statement of financial position as at 31 March 2024, the statement of profit or loss and other comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the and the Committee of Management Statement.

The audit report has been prepared based on the requirements of section 768 of the *Industrial Relations Act 2016 (Qld)*.

In our opinion the financial report of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division:

a) presents fairly in all material respects, the Union's financial position as at 31 March 2024 and its performance and cash flows for the year then ended; and

b) complies with Tier 1 reporting requirements under Australian Accounting Standards, the *Industrial Relations Act 2016 (Qld)* and the Reporting Guidelines for the purposes of section 765.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of the Company in accordance with the auditor independence requirements and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

PKF Brisbane Pty Ltd is a member of PKF Global, the network of member firms of PKF International Limited, each of which is a separately owned legal entity and does not accept any responsibility or liability for the actions or inactions of any individual member or correspondent firm(s). Liability limited by a scheme approved under Professional Standards Legislation.

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PKF

Committee of Management's Responsibilities for the Financial Report

The Committee of Management and Secretary of the Union are responsible for the preparation and fair presentation of the financial report in accordance with the Australian Accounting Standards and the *Industrial Relations Act 2016 (Qld)* and for such internal control as the Committee of Management and Secretary of the Union determine is necessary to enable the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Committee of Management is responsible for assessing the Union's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Committee of Management either intends to liquidate the Union or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Union's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individual or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at http://www.auasb.gov.au/Home.aspx. This description forms part of our auditor's report.

Report on Other Regulatory Requirements

a) In our opinion, the Committee of Management's use of the going concern basis of accounting in the preparation of the financial report is appropriate.

b) I am an approved auditor as defined by s.595 of the *Industrial Relations Act 2016 (Qld)* being a member of the Institute of Chartered Accountants in Australia & New Zealand who holds a current Public Practice Certificate.

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PKF BRISBANE AUDIT

[redacted]

SHAUN LINDEMANN
PARTNER

28 MAY 2024
BRISBANE

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CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND STATE CONSTRUCTION & GENERAL DIVISION

DESIGNATED OFFICERS CERTIFICATE

FOR THE YEAR ENDED 31 MARCH 2024

I, Michael John Ravbar, being the State Secretary of the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division certify:

- that the documents lodged herewith are copies of the full report for the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division for the year ended 31 March 2024.
- that the documents lodged are copies of the documents given to the members and presented to a meeting under section 782 of *Industrial Relations Act 2016*.

[redacted]

Michael John Ravbar

State Secretary

25 June 2024

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Sample statement of loans, grants and donations exceeding $1,000 for financial year ending 31/03/2024

Please refer to section 237 of the Fair Work (Registered Organisations) Act 2009 when completing this form. A statement lodged with the ROC under subsection (1) may be inspected, during office hours, by a member of the organisation concerned. Use of this form is optional.

Organisation details

Name of organisation including division or branch	Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction & General Division
Postal address	16 Campbell Street Bowen Hills QLD
Postcode	4006

Details of officer signing the statement

Name	Michael Ravbar
Name of office held in organisation (The person signing the statement must be an office-holder of the organisation)	State Secretary
Postal address	16 Campbell Street Bowen Hills QLD
Postcode	4006
Telephone number (PH)	[redacted]
Facsimile number	
Email	[redacted]

I certify that the information contained in this statement and its attachments is true and complete.

Signature	[redacted]	**Date**	28/05/2024

An organisation must lodge this statement within 90 days of the end of its financial year.

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Loans, grants and donations exceeding $1,000 made by organisation

(if insufficient space, please attach separate sheet)

Loans

Name of recipient of loan	Address	Amount	Purpose for which loan required	Security given in relation to loan	Arrangements for repayment of loan
NIL					

Note: *where a loan is made to relieve a member or dependant of a member from severe financial hardship, the name and address and particulars of arrangements for repayment need not be stated.*

Grants

Name of recipient of grant	Address	Amount	Purpose of grant
NIL			

Note: *where a grant is made to relieve a member or dependant of a member from severe financial hardship, the name and address need not be stated*

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Donations

Name of recipient of donation	Address	Amount	Purpose of donation
Kurt Pauls	[redacted]	30,000	Financial Hardship
Beau Seiffert		25,000	Financial Hardship
Blake Hynes		15,000	Financial Hardship
Luke Gibson		7,000	Financial Hardship
Matthew Clark		10,000	Financial Hardship
Royce Kupsch		3,500	Financial Hardship
Te Albert		3,500	Financial Hardship
The Centre For Women & Co Ltd		5,000	Campaign
Box Rallies Pty Ltd		1,250	Cancer Donation

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Box Rallies Pty Ltd	[redacted]	1,250	Cancer Donation
Kahu Paewai		2,500	Medical Donation
Mates In Construction		1,100	Annual Charity Golf Day
Joseph Stark		5,000	University Scholarship
Michael Ravbar		9,320	Financial Hardship
Joseph Stark		5,000	University Scholarship

Note: *where a donation is made to relieve a member or dependant of a member from severe financial hardship, the name and address need not be stated.*

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