UNIVERSAL CRANES

17 July 2026

**Attention: Commission of Enquiry into CFMEU**

**Via Email: engagement@cfmeuinquiry.qld.gov.au**

**RE: RESPONSE TO SUBMISSIONS AND GUIDELINES**

We have reviewed:

- Discussion Paper: Queensland Code of Practice for the Building and Construction Industry
- Counsel Assisting's further submissions on the re-introduction of a code of practice and independent regulator

Our feedback set out as requested is as follows:

**1. The desirability of Queensland having a building and construction code.**

We are of the view that a Code of Practice and an Independent Regulator should be re-introduced. We support the recommendations that:

(a) such measures have historically served to improve productivity, reduce project costs, and ultimately deliver better value for money for taxpayers;

(b) such measures have advanced freedom of association on construction sites; and

(c) such measures have otherwise reduced the incidence of misconduct.

In addition, we would add:

(a) a code of practice provides a 'playbook' for employers and employee representatives specific to the Construction sector that caters for the unique set of challenges the industry faces.

(b) an Independent Regulator provides an 'on field umpire' who can identify and address potential conflicts early.

**2. The key elements that should be included / excluded from such a code.**

We support the recommendations that the following should be included:

(a) prohibitions on certain unproductive work practices;

(b) measures that protect freedom of association;

(c) rules that preserve the integrity of right of entry laws;

(d) a requirement that contractors prepare workplace relations management plans; &

(e) mechanisms to assist with the code's implementation

We would further add:

(a) Our view is that clauses in Enterprise Bargaining Agreements ('EBAs') that require union agreement in relation to matters that should be at management discretion, should be deemed unenforceable. Examples would include:
   a. the ability to set rosters and hours of work (e.g. rostering weekend work to undertake a city crane move to limit community impact);
   b. the ability to undertake special tasks out of hours work (e.g. putting up a tower crane on an evening to reduce traffic disruption);
   c. the ability to engage casual employees and independent contractors etc;
   d. operational decisions in relation to safety.

   It is noted that many of the types of provisions that require union agreement in the above-mentioned EBAs were not fairly bargained for.

(b) Genuine collective bargaining and employee management activities should be in paid work time. Union meetings, union training and union events should be in employee's own time.

(c) Step-up clauses (provisions in EBAs requiring employers to pay higher project rates or 'top up' allowances while working on a particular site, client, project or work location), are acceptable when they apply to a specific circumstance for a specified period of time. They are not acceptable and should not be allowable as a mechanism for conditions of one EBA for one employer to be transferred/linked to another employer on an ongoing basis. For example, XYZ greenfield agreement is applied by a client to a new project. Employees on the project are employed

under their usual EBA, with all entitlements and benefits unchanged except the 'step up' allowance which elevates their base rate to the applicable base rate for the project. The value of the step-up allowance can be calculated based on an 'equivalent overall net benefit' basis to ensure that the employee is not disadvantaged.

(d) All employees and employers should be free to enjoy freedom of association and go about their work unencumbered.

(e) It is not necessary for unions to be a party to EBAs. A union or a number of unions should be permitted to be advisors and employee bargaining representatives (just as employers should be permitted to have advisors and bargaining representatives). An EBA should be an agreement between the enterprise and its employees only.

(f) Employers should have the right to require standard issue uniforms and PPE without insignia, and use standard company issued equipment without insignia. Work sites should not be an opportunity for unions to market and promote their services.

(g) Access to building sites in Queensland should be managed by the relevant client or prime contractor. It is counter to productivity objectives and freedom of association for unions to control access to work sites based on union affiliation.

(h) It is our view that union's ability to cease work on safety and inclement weather grounds has been overused for purposes other than just worker safety. Given this, our view is that the decision to continue or cease work on safety or inclement weather grounds should be at the election of the employer (or in prescribed circumstances, the relevant regulator).

(i) Unions should be able to access Employer managed sites, but not have free reign to visit client sites. Any issues between company employees and the union are to be dealt with at the company's site (not client sites).

(j) Standard form Workplace Relations Management Plans provided by the regulator would be beneficial.

(k) Unions' role in safety should be as an offsite only adviser to their members. Unions should not be entitled to go to work sites to police safety. This is the role of Work Safe Queensland. Responsibility for safety should be completely separated from responsibility for Industrial Relations.

(l) Payroll deducted and employer paid contributions, fees and memberships should be at the employee's election. For example:

    a. Superannuation: Individual employees should have the right to select the fund of their choice, rather than being automatically determined by an EBA. Nobody (union or employer) should be able to have any influence or coercion as to the employee's choice of super scheme.

b. Extended sick leave: Compulsory membership of any income protection, portable or extended sick leave fund or scheme should be fully optional at the election of the individual employee.
c. Welfare fund: EBAs often include an employer contribution to a welfare fund. Employees should have the right to individually select the welfare fund that their contribution gets paid to.
d. Redundancy fund: EBAs include a range of arrangements for redundancy funds. Individual employees should have the right to select the redundancy fund that their contributions are paid to. The EBA should define the $ value of the benefit and offer a preferred fund, but on the basis the employees have the option to select an alternative.
e. Income protection: EBAs often include an employer contribution to an Income Protection fund. Individual Employees should have the right to select the Income Protection Fund their contribution is paid into.
f. Union fees: Union fees are generally payable as a payroll deduction from the employee's net pay. Employees should be entitled to select membership of any organisation or employee advisor.

(m) Having an independent regulator who has sufficient authority and influence to manage and enforce requirements is essential to the effective management of workplace relations practices in the construction industry.

**3. The benefits of using a code relative to other mechanisms such as legislation or regulation.**

A code specific to the construction sector can be tailored to the bespoke challenges and characteristics of the industry. Unproductive customs and practices that have been enabled to grow in the sector require tailored intervention for the freedom of association of all Queensland workers, and for the benefit of all Queenslanders taxpayers.

**4. The costs and/or benefits of specific parts of existing or previous construction codes.**

In our view previous codes have been effective, and worth the investment in resources to manage potential conflicts before they escalate.

**5. The timing of implementation of such a code.**

Our view is that the code should be developed and implemented in the next 3-6 months prior large contracts for the Olympic Games being finalised.

**6. The mechanisms and costs of implementation and enforcement of such a code.**

A small but well-resourced team of 6 to 12 specialist professionals should be adequate to enforce the code.

**7. What is needed to make a Code work effectively if it were introduced into Queensland?**

Our view is that the following are required:

(a) Resource capability (online tools and resources easily accessible)

(b) Education capability (training for industry professionals)

(c) Enforcement capability (including clear partnership agreements with the Queensland Police Service)



Albert Smith

**Group Managing Director**