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18 September 2024

Senator The Hon. Murray Watt  
Minister for Employment & Workplace Relations  
PO Box 6100  
Senate  
Parliament House  
CANBERRA ACT 2600

Dear Minister

On behalf of the Australian Constructors Association, Australian Industry Group, Civil Contractors Federation and Master Builders Australia (hereafter the 'Construction Industry Employers') we write to firstly thank both you and the Albanese Government for your ongoing support for an improved industrial relations environment in the Australian building and construction industry.

We are grateful for your strong action in facilitating passage of the *Fair Work (Registered Organisations) Amendment (Administration) Bill 2024* into law, the subsequent placement of the Construction and General Divisions of the Construction, Forestry and Maritime Employees Union (CFMEU) into administration and for personally hosting an initial meeting between the Administrator (Mr Mark Irving) and the Construction Industry Employers.

The purpose of this letter is to seek the Government's commitment to taking further constructive action to address some of the root causes of the well-known and deeply problematic bargaining practices that have facilitated much of the inappropriate or corrupt conduct that has pervaded the sector.

This should start by decisively addressing the entrenched practice of pattern bargaining in order to force certain egregious enterprise agreement content on industry employers and the union's common disregard for the integrity of the enterprise bargaining system and compliance with fundamental requirements for agreements to be 'genuinely agreed'.

It is our view that, while the intended removal of criminals and individuals who have been found by Mr Irving to have engaged in menacing or other intimidating behaviour is of course welcome and necessary, the underlying deficiencies in our workplace relations system that enables and even incentivises the development of such practices must also be rectified.

**CFMEU approach to current and future bargaining**

As it stands, industry does not have confidence in the capacity of the implementation of the administration alone to address the entrenched problems connected to the operation of bargaining in the sector. A further regulatory response is required urgently.

During the recent meeting referenced earlier above, Mr Irving observed, in effect, that a key feature of his intended initial approach to the Administration would be to maintain enterprise bargaining negotiations. In this regard, Mr Irving noted his intention to adopt a 'business as usual' approach, an intention which has subsequently been borne out via reports received from our respective members

confirming that CFMEU officials are proceeding to bargain in line with their historically adopted approach.

The past 'business as usual' approach of the CFMEU has been disgraceful and should not be condoned, let alone perpetuated. The Administrator's proposed course risks repeating the mistakes of the past and reflects a failure to grapple with one part of the behaviour that was a catalyst for the current crises in our industry. As you would appreciate, and as has been made abundantly clear to your office, the above comments and approach have been made by 16,000 workers on the ground.

The problem of agreements being struck without 'genuine agreement' identified in recent media reports are notorious and warrant immediate attention. We understand the Government shares our genuine concern over such allegations and appreciate action has been taken to causing the Fair Work





confirming that CFMEU officials are proceeding to bargain in line with their historically adopted approach.

The past 'business as usual' approach of the CFMEU has been disgraceful and should not be condoned, let alone perpetuated. The Administrator's proposed course risks repeating the mistakes of the past and reflects a failure to grapple with a core part of the behaviour that was a catalyst for the current crises in our industry. As you would appreciate, and as has been made abundantly clear to your office, the above comments and approach have created significant concern amongst employers on the ground.

The problem of agreements being struck without 'genuine agreement' identified in recent media reports are notorious and warrant immediate attention. We understand the Government shares our genuine concern over such allegations and appreciate action has been taken to causing the Fair Work Ombudsman (FWO) to inquire into such matters. As yet, it is however not apparent what tangible action the Government is contemplating in response to such an investigation. It is certainly unclear what meaningful action the FWO can or should take as a consequence of this review.

**What are the egregious clauses commonly pursued?**

Everybody is familiar with the unlawful and illegal conduct which underpins the extensive use of pattern agreements within the building and construction industry. These agreements have the common feature of containing clauses that are particularly egregious and rarely seen in other sectors of the economy. There are a range of such egregious clauses, but in general terms they involve provisions that:

1. Give Unions the right of veto of the selection and use of subcontractors, or mandate consultation about the use of such contractors;
2. Require that all subcontractors are engaged on terms no less favourable than the terms of the Head Contractor (commonly known as 'jump-up' clauses);
3. Provide unfettered rights for authorised union officials and / or delegates to attend all worker inductions, be given contact details of all new employees, and the standing right for any representative of the Union to enter any place of work;
4. Specify or dictate the use of particular training and workplace support service providers; and/or
5. Mandate that employers pay contributions into particular worker benefit funds and take out specific insurances, with revenue from such funds consequently flowing (directly or indirectly) to the union, and/or other third parties.

Attached at **Annexure A** is a table identifying examples of such clauses that have been extracted from CFMEU pattern agreements.

These clauses are a handbrake on the capacity of the industry to drive productivity, create jobs and deliver value for money building works. Worse, much of the lengthy history of the unlawful and inappropriate conduct deployed by the CFMEU arises from action designed to coerce or force employers to sign agreements containing the above clauses and such content has, in turn, perpetuated the ingrained industry specific toxic culture which as allowed criminal and corrupt activity to flourish unchecked.

Mechanisms in the *Fair Work Act 2009* to address this conduct and encourage cooperative and productive enterprise agreement making have proven to be wholly inadequate in the context of this industry.

Put simply, if there is a desire for employers in building and construction to continue the process of enterprise bargaining in circumstances where arrangements are 'genuinely agreed' and which avoid the problems of the past, this can only occur if the operation of such egregious pattern clauses identified above is addressed.





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**How can this problem be addressed?**

Having regard to the stated intentions of Mr Irving, and the conduct reported from Members on the ground, the Construction Industry Employers consider that swift regulatory action is urgently necessary and we therefore request that you give favourable consideration to the proposals outlined below.

**a. Existing agreements**

Any egregious clause as listed above at items (1) to (4) in existing agreements should be rendered to be of no effect. It should be an offence for a person who takes any action designed to directly or indirectly force, pressure or otherwise seek enforcement of such provision.

In relation to item (5) above, the employer should be required to offer choice to affected employees and ensure that choice is recorded.

**b. Future agreements**

The Fair Work Commission should be prohibited from approving any agreement that contains such clauses at items (1) to (4) above, and otherwise be required to include a provision about worker choice in relation to item (5) above. In addition, it should be an offence for a person who takes any action designed to directly or indirectly force, pressure or otherwise seek inclusion of such provision.

**c. Action must be taken to ensure there is 'genuine agreement'**

It is trite to observe that the current legislative scheme already requires 'genuine agreement' as a technical prerequisite to the making of an enterprise agreement. The current state of affairs in the sector vividly demonstrates that this has not however been sufficient to support the Fair Work Commission's oversight of agreement making in the sector. The entrenched culture of fear in the industry and the longstanding conduct of the CFMEU means that reliance on parties bringing concerns over deficiencies in agreement making to the attention of the Commission is misguided.

To create a disincentive to the fraudulent agreement making practices that have festered in the industry the Government should introduce new offences under the Fair Work Act of the following effect:

- i. A party must not apply to the Commission to seek approval of an enterprise agreement that would apply to parties in the building and construction industry if they know it was not genuinely agreed or that it was not otherwise approved in accordance with the requirements of the Fair Work Act, or they are reckless as to whether it was genuinely agreed.
- ii. A party to an agreement must not knowingly misrepresent to the Commission, a party to a proposed enterprise agreement, or a bargaining representative of a party to the agreement that it was genuinely agreed to or made in accordance with the requirements of the Fair Work Act.

These offences should be accompanied by relevant penalty provisions of a magnitude such that it deters non-compliance and encourages ongoing future compliance. Such a course of action would enable the Fair Work Ombudsman to take action against parties if warranted and promote a change in approach.

The Construction Industry Employers would welcome the opportunity to elaborate on the above proposals which we note are not a complete solution to the problems of the sector or behaviour of the CFMEU. They are however a target and constructive step towards addressing well known problems and facilitating industry support for the continuation of bargaining.





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While the Construction Industry Employers acknowledge that the Administration process is in its relative infancy, it appears to use that the bargaining approach of the CFMEU under the Administrator is highly unlikely to change.

As such, we collectively consider that immediate regulatory change is now necessary to remove a key driver of the unacceptable workplace relations culture and leading cause of illegal union tactics.

We thank you for your favourable consideration of the above request.

Yours sincerely,

Jon Davies  
CEO  
Australian Constructors Association

Nick Proud  
CEO  
Civil Contractors Federation

Innes Willcox  
CEO  
Australian Industry Group

Denita Wawn  
CEO  
Master Builders Australia

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ANNEXURE A

10.9 Industry / Workers Welfare

- a) The Company will contribute \$4.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), to assist with the provision of Employee drug and alcohol rehabilitation and treatment services.
- b) The weekly contributions are to be paid monthly to Incolink.
- c) This will apply to all Employees of the Company (except apprentices and trainees).

10.4.1 In respect of redundancy benefits

- a) Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.
- b) The Company will become and remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee (the "Nominated Redundancy Fund"), and Employees of the Company covered by this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.
- c) The Company shall pay contributions to the Nominated Redundancy Fund on behalf of each Employee, including apprentices and casuals covered by this Agreement, calculated on a weekly basis in accordance with Appendix C and paid in accordance with the Trust Deed.
- d) The liability of the Company to pay redundancy benefits to an Employee under this Agreement will be met to the extent that contributions are made by the Company in respect of that Employee to the Nominated Redundancy Fund.
- e) References in this clause to "Nominated Redundancy Fund" include a reference to another fund for comparable purposes for the purpose of this Agreement as a fund which supersedes the Incolink No 5 fund.

Redundancy Entitlement

The Company will pay the following redundancy contributions in accordance with clause 10.4 of this Agreement:

	For Permanent full-time and part-time Employees Weekly Amount	For Casual Employees only per day to a maximum of 5 days in a given week Monday to Sunday
From 1 March 2023	\$150	\$30
From 1 July 2024	\$160	\$32
From 1 July 2025	\$170	\$34
From 1 July 2026	\$180	\$36
From 1 July 2027	\$190	\$38



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#### 10.4.2 In respect of Income Protection, Trauma and Journey Insurance and other Benefits

- a) IPT Agency Co Ltd administers the insurance schemes covering Income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes).
- b) The Company shall pay contributions to IPT Agency Co Ltd collected through Incolink, on behalf of each Employee, on a monthly basis, in the amount of:

Year	Maximum Sum Insured	Insurance Premium per week per Employee
Year 1 2024/25	\$2,200	\$49.00
Year 2 2025/26	\$2,200	\$49.00
Year 3 2026/27	\$2,300	\$52.00
Year 4 2027/28	\$2,300	\$52.00

- c) Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee covered by this Agreement will be covered for Income Protection, Trauma and Journey Accidents Insurance.
- d) In addition, there may be additional benefits payable to Employees covered by this Agreement including Childcare Assistance Benefit payable in the event of a death of an Employee or their dependent spouse and Bill Payer Insurance to qualifying Incolink members.
- e) In the event the Company has failed, including by way of omission or delay, to pay the premium to effect insurance coverage for any Employee covered by this Agreement, the Company must immediately make good any shortfall or arrears in premium/contribution to IPT Agency Co Ltd. The Company will pay to any affected Employee \$2000 net per week and all the benefits that would have otherwise been payable to the Employees under the insurance policy.



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10.4.3 In respect of the Industry Training Levy

- a) As an initiative to enhance the employment and career opportunities of Employees, the Parties will continue to facilitate ongoing training to improve occupational health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.
- b) To support the cost of these training initiatives the Company will make a payment per Employee per week in accordance with the table below. Such monies to be paid to Construction and Building Industries Training (CABIT) Ltd and collected by Incolink to support that body's funding initiatives.

Year commencing	Contribution per Employee per week
1 July 2024	\$1.00
1 July 2026	\$2.00

- g) *Asbestos and Silica awareness training*
  - (i) The Company agrees to schedule an agreed asbestos/silica awareness training course. It is agreed that this training will be provided by Creative Safety Initiatives (CSI), or another agreed provider nominated by the Union.
  - (ii) Training will be undertaken within three months of the commencement of this Agreement for each current Employee who has not already participated in the training; and
  - (iii) within three months of a new Employee commencing employment.
  - (iv) Training will be re-done every three years.
- h) *Suicide Prevention Awareness*  
 The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and the Company agrees to provide agreed awareness training to Employees, including apprentices, however engaged, as a component of their sponsorship for, and implementation of, the Foundo Blue Program (considered best practice).
- f) *Health and safety representative training*  
 Employees elected as health and safety representatives in accordance with applicable work health and safety legislation will undertake an agreed training course arranged by the Company within six weeks of being elected, at no cost to the Employee. This training will be provided by the Union, or another provider nominated by the Union.



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### 25.2 Industry Fund Compliance

- a) The Company shall ensure that all its Employees covered by this Agreement are registered and receiving all benefits as applicable under any relevant industry schemes being Superannuation, Incolink, Long Service Payment Corporation, Top-Up Workers Compensation/income protection and other related benefits. The Company will also be compliant in respect of its obligations to CIDAF.
- b) It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- c) It is a specific requirement that the Company shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- d) When the Union or an Employee raises a concern in respect of the Employee entitlements and/or the Company's compliance with payments and/or registration with the relevant funds or schemes, the Company will share with the Union, Employees and the Union Delegate, all relevant information to assist in resolving any concerns and an independent audit may be arranged. To assist the Company, the Union, and the Employees in monitoring compliance with this Agreement the Parties will utilise an agreed provider to conduct such audit(s) if an audit is required. A copy of any audit report will be given to the Union, Union delegates and employees.
- e) If the Company does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme, the Company will be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, the Company must pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment. The requirement for the Company to make retrospective payments will not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund. Following any audit and subject to the non-compliance, affected Employees will not be required to work until such time as the non-compliance is rectified.







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### Training

All PCBUs and workers on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually. This training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union.

In addition, First Aiders need to be specifically trained in responding to heat related incidences. Training shall be provided by a suitably qualified organisation.

### 28. EMPLOYMENT SECURITY

- 28.1 The parties to this agreement agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.
- 28.2 The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future employees covered by this Agreement.
- 28.3 As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this agreement, the employer shall inform the Union Delegate (where applicable) which subcontractors it intends to use for the project.
- 28.4 The application of this Employment Security clause shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary the requirements of clause 28 on a project-by-project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.
- 28.5 **Use of Contractors**
- (a) If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this agreement, the employer must first consult in good faith with the union. Consultation will occur prior to the engagement of sub-contractors.
- (b) If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this agreement.
- (c) The use of sham sub contracting arrangements is a breach of this agreement. The contractor who engages subcontractors is responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this agreement, this obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.





**ANNEXURE A**

**28.6 Labour Hire**

- (a) Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.
- (b) Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.
- (c) The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this agreement receive wages, allowances and conditions equal to or better than those contained in this agreement.

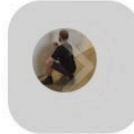
28.7 The contractor who engages labour hire workers is responsible for ensuring those workers are paid at rates no less than those contained in this agreement. This obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.

28.8 There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this agreement. Any departure from this shall require the agreement of the Union.

**40. PRODUCTIVITY SCHEMES**

40.1 Productivity Schemes will be prohibited unless written agreement has been reached between the Employer and The Union.





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#### 47. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

- 47.1 The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.
- 47.2 Any company representative who discourages an employee from becoming a financial member of the Union breaches the intent of this agreement.
- 47.3 The company must invite the Union Delegate to attend every company induction for new Employees and to address Employees for at least half an hour per attendance.
- 47.4 A standing invitation exists for any representative of the Union covered by this agreement to enter any place where company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- 47.5 The company will allow the Union to promote membership of the Union.
- 47.6 The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- 47.7 The company will provide any information to the Union about Employees that the Union requires, and that is necessary to ensure compliance with this agreement.
- 47.8 The company will provide information about the Union to an Employee that the Union requires.
- 47.9 Employees are entitled to have paid time off to attend union meetings of up to 2 hours (or more by agreement) or participate in union activities. There shall be no more than one meeting per shift. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.
- 47.10 Upon request, the company will deduct Union dues from an Employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.
- 47.11 The implementation of this Clause 47 will be subject to the relevant legislation.





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## ANNEXURE A

### 24. SECURITY OF EMPLOYMENT

- a) The Parties agree to maximise the continuity of employment for permanent Employees and to ensure that permanent employment opportunities are not eliminated or eroded.
- b) The Company recognises that in certain circumstances the use of subcontractors and labour hire may affect the job security of Employees covered by this Agreement.
- c) As soon as practicable after being awarded a contract and prior to engaging a subcontractor to perform work performed by Employees covered by this Agreement, the Company shall inform the Union. Parties shall recognise both geographical and commercial circumstances and may agree to vary the operation of this clause.
- d) This clause does not apply in circumstances where existing subcontractors are engaged.

#### 24.1 Use of subcontractors

- a) If the Company wishes to engage subcontractors and their employees to perform work covered by this Agreement, the Company must consult in good faith with the Union. Consultation will occur prior to the engagement of subcontractors for the construction works.
- b) If the Company decides to engage subcontractors, the Company shall ensure that the employees of the subcontractors are engaged on terms and conditions of employment which are no less favourable overall than Commercial Building Industry Rates. "Commercial Building Industry Rates" means the terms and conditions contained in the standard CFMEU enterprise agreements covering the type of work performed by the subcontractor and its employees.
- c) The use of sham subcontracting arrangements is a breach of this Agreement. The Company who engages subcontractors is responsible for ensuring the employees of subcontractors are entitled to wages, allowances and conditions equal to or better than Commercial Building Industry Rates covering the type of work performed by the subcontractor and its employees on the Company's projects.





### ANNEXURE A

#### 24.2 Use of Supplementary Labour Hire

- a) Supplementary labour hire is defined as temporary "top up" labour designed to meet short term situations such as absences due to personal / carer's leave, annual leave and short-term work peaks.
- b) The Company shall ensure that any workers engaged by such businesses and performing work covered by this Agreement are entitled to wages rates and redundancy contributions equal to or better than those contained in this Agreement.
- c) The Company who engages labour hire workers is responsible for ensuring those workers are entitled to wage rates and redundancy contributions no less than those contained in this Agreement. This obligation extends to liability for all outstanding wages, conditions and entitlements under this Agreement on the Company's projects.
- d) The Company acknowledges that it is not the intention to undermine the employment security and terms and conditions of Employees under this Agreement. As such, there will be no redundancies made while the Company has engaged labour hire to undertake work that is performed by Employees. Any departure from this shall require agreement with the Union.



**25. SHAM CONTRACTING & COMPLIANCE****25.1 Sham Contracting**

- a) The Parties acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding responsibility for employee entitlements.
- b) In this clause, "sham contracting" is where:
- (i) A Company employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the Company is a contract for services under which the individual performs, or would perform, work as an independent contractor; or
  - (ii) A Company dismisses, or threatens to dismiss, an individual who is an Employee of the Company and performs particular work for the Company in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
  - (iii) A Company employs, or has at any time employed, an individual to perform particular work makes a statement that the Company knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the Company.
  - (iv) Any use of sham contracting, including the use of individual workers paid on an ABN system doing work covered by this Agreement, is a breach of this Agreement.
  - (v) Where the sham contracting allegation exists on the Company's project, the Employer will make itself available to assist the disputes resolution procedure.
  - (vi) Where there is a sham contract in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement for all hours worked plus allowances and CBUS and Redundancy contributions without any deduction and an additional 75% loading on the full amount payable. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.
  - (vii) The Company must ensure that a person engaged to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
  - (viii) The Company will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the Company, if:
    - a. the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
    - b. if the contract were entered into with the individual, the contract would be a contract of employment.
  - (ix) The Company will maintain records about any Contractors that it has engaged in the preceding month which will include:
    - a. the name of the Contractor;
    - b. the owner(s) of the Contractor;
    - c. the works that the Contractor was engaged to perform;
    - d. basis on which the Contractor was paid for the work e.g. lump sum/fixd price, daily rate, other; and
    - e. advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.
  - (x) The Company will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Company to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).





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**29.3 Trade Union Rights Promoting Representation of Members**

- a) Any Company representative who discourages an Employee from becoming a financial member of the Union breaches the intent of this Agreement.
- b) The Company must invite the Union delegate to attend every Company induction for new Employees and to address Employees.
- c) A standing invitation exists for any representative of the Union covered by this agreement to enter any place where Company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- d) The Company will allow the Union to promote membership of the Union.
- e) The Company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- f) The Company will provide any information to the Union about Employees that the Union requires, to ensure compliance with this Agreement, subject to relevant legislation.
- g) The Company will provide information about the Union to an Employee that the Union requires.





#### ANNEXURE A

##### 4.5 Specified Projects

- (a) The Parties recognise the unique nature of the Victorian Government 'Big Build' Projects. To this end, where:
- (i) an Employee is engaged by the Employer on one of the following major projects:
- (A) North East Link Project;
  - (B) Suburban Rail Loop Project; or
  - (C) Airport Rail Link Project;
- (Big Build Projects)**
- and
- (ii) the wages and conditions under the project specific enterprise agreement (covering the Principal Contractor or any associated entities through which it engages labour for the Big Build Project) on the Big Build Project are higher than those provided in this Agreement;
- then
- (b) the Employee, whilst performing work on the Big Build Project, will receive the higher wages and conditions (reflected in the project specific enterprise agreement) in accordance with their respective classification under this Agreement.

