



Confidential & Independent Voting & Surveys

A Division of Democratic Outcomes Pty Ltd

Declaration of Result

Protected Action Ballot

Construction, Forestry and Maritime Employees Union

v

**Qube Ports Pty Ltd T/A Qube Ports
(B2024/949)**

6 September 2024

1. Ballot Result

Total Eligible Voters: 146
Total Participated: 141

141 out of 146 have answered all questions 96.6%

Final Ballot Audit: Friday, 6 September 2024 at 11.05am AWST

Diagram 1: Final Vote Participation

Construction, Forestry and Maritime Employees Union Protected Action Ballot (B2024/949) - Port Kembla
Voters: 146
Total Participated: 141 (96.6%)

2. CiVS Independence Declaration

The Construction, Forestry and Maritime Employees Union Protected Action Ballot has been managed and declared independent of all other parties.

The Construction, Forestry and Maritime Employees Union Protected Action Ballot result has been audited and the declared result is assured.

Yours Sincerely,



Mike Michael
Managing Director
Democratic Outcomes Pty Ltd

3. Questions and Results

Question 1

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

1. An unlimited number of stoppages of work of 1 hour duration?

- Yes - 141 (100%)
- No - 0 (0%)



Question 2

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

2. An unlimited number of stoppages of work of 4 hours duration?

- Yes - 141 (100%)
- No - 0 (0%)



Question 3

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

3. An unlimited number of stoppages of work of 8 hours duration?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 4

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

4. An unlimited number of stoppages of work of 12 hours duration?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 5

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

5. An unlimited number of stoppages of work of 24 hours duration?

- Yes - 141 (100%)
- No - 0 (0%)



Question 6

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

6. An unlimited number of bans on the performance of any work on any ship for a period of 8 hours commencing at the time that ship has been tied up to the wharf?

- Yes - 141 (100%)
- No - 0 (0%)



Question 7

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

7. An unlimited number of bans on the performance of work on any shift that is not a shift of 8 hours duration?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 8

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

8. An unlimited number of bans on the performance of work on any shift that does not commence at 0700, 1500 or 2300 hours?

■ Yes - 141 (100%)

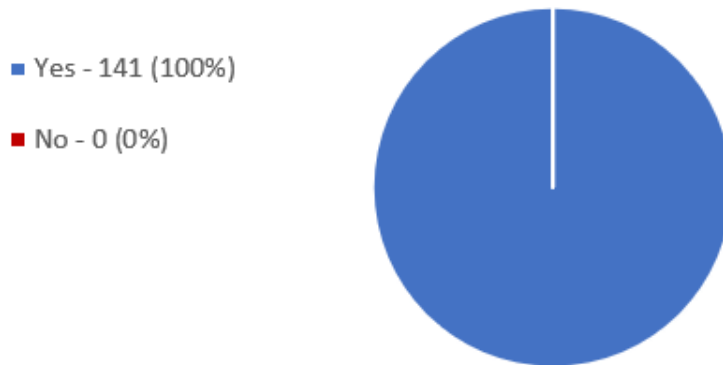
■ No - 0 (0%)



Question 9

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

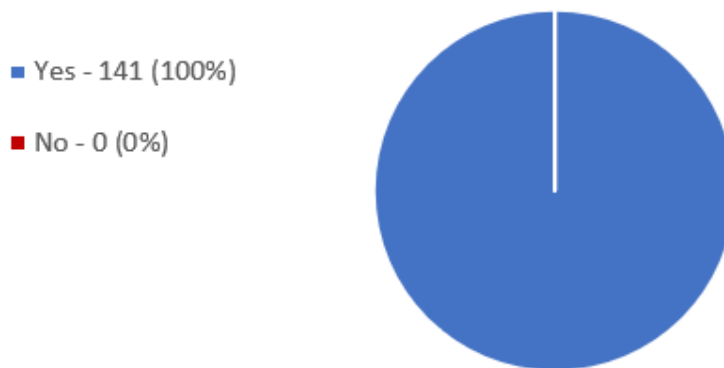
9. An unlimited number of bans on the performance of shift extensions?



Question 10

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

10. An unlimited number of bans on the performance of shift pre-starts?



Question 11

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

11. An unlimited number of bans on the performance of any work while any other employee whose employment will be covered by the proposed agreement is on a meal or other break?

- Yes - 141 (100%)
- No - 0 (0%)



Question 12

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

12. An unlimited number of bans on the performance of any work between 2300 and 0700 hours?

- Yes - 141 (100%)
- No - 0 (0%)



Question 13

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

13. An unlimited number of bans on the performance of work on any nominated shipping line?

- Yes - 141 (100%)
- No - 0 (0%)



Question 14

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

14. An unlimited number of bans on the performance of work on any Wallenius Wilhelmsen shipping line vessel?

- Yes - 141 (100%)
- No - 0 (0%)



Question 15

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

15. An unlimited number of bans on the performance of work on any K-Line shipping line vessel?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 16

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

16. An unlimited number of bans on the performance of work on any shift that has a start time that has been varied from the ordered allocation time?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 17

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

17. An unlimited number of bans on the performance of call-ins outside of allocated shifts?

- Yes - 141 (100%)
- No - 0 (0%)



Question 18

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

18. An unlimited number of bans on the performance of Grade 7 upgrade work?

- Yes - 141 (100%)
- No - 0 (0%)



Question 19

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

19. An unlimited number of bans on driving above 15km/h on any wharf, and on any PCC, PCTC and Ro-Ro vessels?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 20

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

20. An unlimited number of bans on loading or unloading any trucks displaying a Qube business logo?

■ Yes - 141 (100%)

■ No - 0 (0%)



Question 21

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

21. An unlimited number of bans on transferring between berths and sites once allocated to work?.

- Yes - 141 (100%)
- No - 0 (0%)



Question 22

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

22. An unlimited number of bans on using personal phones for work purposes while on shift?

- Yes - 141 (100%)
- No - 0 (0%)



Question 23

Do you, for the purposes of advancing claims in the negotiation of an enterprise agreement to govern the terms and conditions of your employment with Qube, authorise protected industrial action which may be taken separately, concurrently and/or consecutively in the form of:

23. An unlimited number of bans on being ordered back in accordance with EBA clause 1.6.9?

■ Yes - 141 (100%)

■ No - 0 (0%)





(08) 6314 0580

info@civs.com.au

283 Rokeby Rd, Subiaco WA 6008

<https://civs.vote>

