



**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**

**(B2024/887)**

**20 August 2024**

# 1. Ballot Result

Total Eligible Voters: 112  
Total Participated: 105

105 out of 112 have answered all questions 93.8%

Final Ballot Audit: Tuesday, 20 August 2024 at 2.30pm AWST

*Diagram 1: Final Vote Participation*

**Construction, Forestry and Maritime Employees Union Protected Action Ballot (B2024/887)**  
Voters: 112  
Total Participated: 105 (93.8%)

## 2. CiVS Independence Declaration

The Construction, Forestry and Maritime Employees Union Protected Action Ballot (B2024/887) has been managed and declared independent of all other parties.

The Construction, Forestry and Maritime Employees Union Protected Action Ballot (B2024/887) 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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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?

- Yes - 105 (100%)
- No - 0 (0%)



## 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?

- Yes - 105 (100%)
- No - 0 (0%)



## 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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (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 - 105 (100%)
- No - 0 (0%)





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