CHAMBER OF
COMMERCE &
INDUSTRY
QUEENSLAND

9 January 2009

Committee Secretary
Standing Committee on Employment and Workplace Relations
House of Representatives
P O Box 6021
Parliament House
CANBERRA
ACT 2600

Dear Senators

FAIR WORK BILL 2008

As the peak business organisation in this State, the Chamber of Commerce and Industry Queensland (CCIQ, formerly Commerce Queensland) welcomes the opportunity to make a submission to the Standing Committee on Education, Employment and Workplace Relations with respect to the Fair Work Bill. Workplace relations is a key issue for the Queensland business community. It is essential that the nation's workplace relations system promotes and is conducive to flexible, creative and mutually beneficial working arrangements. CCIQ has been actively involved with employers in facilitating discussion and understanding of the Federal Government's changes. We are well placed to provide representative and informed comment.

Chamber of Commerce &
Industry Queensland
Industry House
375 Wickham Terrace
Brisbane Q 4000

ABN 55 009 662 060

t > 07 3842 2244
f > 07 3832 3195
e > info@cciq.com.au

Employer Advice Line
1300 135 822

Regional Offices
Gold Coast, Sunshine Coast,
Toowoomba, Rockhampton,
Mackay, Townsville, Cairns

Chamber of Commerce and Industry Queensland

CCIQ is the State's largest business organisation. It has a State-wide membership across all industry sectors. In total we represent in excess of 25,000 businesses - 3,700 members spread across the State with links to 135 local chambers of commerce and 60 industry associations. A full membership profile is attached.

Background

The Bill will implement the following reforms:

- 10 legislated National Employment Standards for all employees as part of a safety net;
- A modern, simple Award system;
- An enterprise-level collective bargaining system focused on promoting productivity;
- Unfair dismissal laws;
- Rules regarding industrial action; and
- A one stop shop: Fair Work Australia which sets up a new institutional framework.[1]

Overview

CCIQ acknowledges that the Bill, in principle, reflects the Government's election policy.

The Bill, in parts, reflects previous legislation, however, there are a number of new aspects to the Bill which give cause for concern. CCIQ raises these concerns later in this submission.

We strongly support the Government's intention to create a national regime. CCIQ along with other industry associations has been working with the State Government to achieve that end.

Matters of Concern

CCIQ has serious concerns with certain elements of the Bill. If implemented, these provisions will have an adverse affect on businesses across the country. Our concerns relate to the following areas:

1. Framework for Enterprise Agreements;
2. Arbitration/Workplace Determination;
3. Good Faith Bargaining;
4. Low Paid Bargaining;
5. Unfair Dismissal;
6. Transmission of Business; and
7. Right of Entry

These concerns are outlined in the following sections. In each case we have recommended amendments to the Bill.

We strongly support the submissions made by the Australian Chamber of Commerce and Industry in respect to these issues.

[1] Explanatory Memorandum

Enterprise Bargaining

The new framework for enterprise bargaining removes the distinction of union and non-union Agreements. The Bill provides for single stream bargaining, multi-employer bargaining and the Bill has retained the right to make Greenfield Agreements. A union that is entitled to represent the industrial interest of the employees and that is a bargaining representative may notify Fair Work Australia that it will seek to become a party to the Agreement.

The Bill requires an employer to bargain if notified by a bargaining representative. Both parties would then be governed by the good faith bargaining requirements. It is acknowledged that no employer is required to make concessions or to reach an agreement. However, if no agreement is reached then it may be possible for a party to seek a workplace determination to finalise the bargaining process.

With respect to Greenfield Agreements, the employer will be required to notify all unions that may be eligible to represent employees.

The Bill expands upon the allowable matters to include matters that pertain to the relationship between an employer and the employee organisations that will be covered by the Agreement.

CCIQ has a number of concerns with the bargaining framework, but our principal concern with the Bill, is that the framework will require a non-consenting employer to bargain in good faith.

CCIQ's position is that no employer should be forced to bargain against their wishes. Bargaining should only take place between parties where the parties consent to bargain.

The term "bargain" is defined "[an] agreement establishing what each party will give, receive, or perform in a transaction."

The word "agreement" means an "act of agreeing".

True enterprise bargaining is a contract between an employer and employee on wages and conditions of work in the employer's business or undertaking, entered into freely (my emphasis). [2]

Australians are proud to live in a democratic society. However, this Bill is removing a fundamental aspect of any democracy: the right to say "no". An Agreement that is thrust upon one party is not an Enterprise Agreement and should not be supported through legislation.

[2] CCH - Managing Workplace Agreements

All employers will be subject to the minimum legislated safety standards, being the Modernised Awards and the National Employment Standards. No employer should be forced to negotiate higher wages and better terms if they do not want to.

An employer has other options, other than an Enterprise Agreement, to reward good employees, such as over-Award payments. Why should an employer be forced to bargain when the employer is compensating good employees more than other employees?

The Bill should be amended so that when an employer is advised by a bargaining representative, the employer at that point in time has the right to say "no". There should be no right to access orders from Fair Work Australia directing the Employer to negotiate in good faith.

If an employer does not have to make concessions or reach an agreement, then why does the employer have to participate in the bargaining process? It will be an inefficient, time-consuming exercise that must be avoided.

Bargaining Representative

Another issue that raises concern is that the employee organisation that may be eligible to represent employees as a bargaining representative does not have to be a party to the Agreement. If an employee organisation is part of the bargaining negotiations then it should be bound to the Agreement.

Having the employee organisation bound to the Agreement will ensure that they are committed to the outcomes that are reached in the negotiations. The Bill allows an employee organisation that actively participated in the negotiations the right to say "no" if the Agreement does not satisfy their outcomes. It will also mean that the employer cannot take action against the employee organisation, if the employee organisation covertly seeks to interfere with the employer organisation during the life of the Agreement.

By adopting our approach the employee organisations will be committed to comply with the terms of the Agreement during its life.

The Bill needs to be amended so that if an employee organisation is representing the eligible interest of its members during the bargaining negotiations then it must become a party to the Agreement.

Greenfield Projects

Our concern is the requirement of a party to a proposed Greenfield Project Agreement to notify all other eligible unions prior to any discussions taking place. This will mean that an employer cannot negotiate for a single union Agreement to cover all or the majority of employees on a project. This is a detrimental step because it will frustrate the negotiation process if negotiations have to take place with all eligible unions. In our view, this will totally frustrate the negotiations in reaching a settlement.

Under the current system an employer can negotiate with a union that has the eligibility to represent the classes of employees sought to be covered by the Agreement. This practice has led to minimal disputation on a project and has encouraged investors to build major infrastructure projects in this country. We are concerned that allowing all eligible unions to have a right to have a seat at negotiations will result in demarcation disputes once again being fought out on projects. Investors do want this scenario and may not be prepared to fund major projects which can be delayed by unnecessary on-site disputation.

The Bill needs to be amended to continue the existing arrangements that allow an employer to make a single union project Agreement without the legislative requirement of notifying all eligible unions that would be eligible to represent employees.

Matters Pertaining to the Relationship between Employer and the Employee Organisation

Our concern with this matter is that an employer has never had a relationship regarding matters with an employer organisation. As it is not a requirement for an employee organisation to be bound to an Enterprise Agreement, then why is an employer obliged to include matters that pertain to the relationship with an employee organisation?

In our view, matters pertaining to the relationship should be limited to the employer and the employee, and not to third parties. If the Government wants to include matters such as trade union leave, the right of a union to be involved in dispute settlement resolution can be satisfied by either including specific provisions in the Modern Award, or by maintaining the long standing understanding regarding what matters pertain to the employer/employee employment relationship.

Accordingly, we would seek the deletion of matters pertaining to the relationship between the employer and the employee organisation under clause 172 (1) (b) of the Bill.

Arbitration/Workplace Determination

The general premise of the Bill is that an employer does not have to reach an agreement. However, the Bill allows for Workplace Determination when an agreement cannot be reached. This is contrary to the intent of Forward With Fairness.

There are three kinds of Workplace Determinations:

- Low paid workplace determination;
- Industrial action related workplace determination; and
- Bargaining related workplace determination.

In respect to the low paid workplace determination, Fair Work Australia must make a determination when the negotiations have been exhausted and there is no reasonable prospect of success. This would mean that the unions do not have to agree to any proposed Agreement, especially with respect to conditions that they are seeking that are not included in the proposed Agreement. The unions do not have to make any concessions and then have the right to have the matter arbitrated. A common strategy that could be implemented by one of the parties or one of the unions is not to agree and then let FWA arbitrate. It is possible that an agreement can be reached with one or more unions but a third union may be deliberately refusing to agree on the grounds that it may get a better result if the matter is arbitrated. The test to convince FWA to make a workplace determination can be satisfied with minimal effort.

We see this process as a means of providing higher wages and better conditions in industries which may not be able to afford such outcomes. A hearing in respect to a determination could be extremely complicated as no employer is identical and some employers could afford higher wages whilst other employers in the same low paid industry cannot afford to make such concessions. Is the FWA going to assess each individual employer in the arbitration process to determine the impact a decision may have on individual employer? Such a process could lead to closures of workplace or forced redundancies.

Accordingly, clause 261 and clause 263 of the Bill should be amended so that no workplace determinations can be made. This will force the parties to negotiate an Agreement or alternatively no agreement can be made.

Industrial Action Related Workplace Determination

We support the general principle that where protracted protected industrial action is taking place that may cause significant damage to the Australian economy or is endangering life, FWA should have the powers to intervene to terminate and make a workplace determination.

We have some concern with allowing the Minister to make a declaration terminating the action which will result in a workplace determination being made. It is unclear as we do not know what parameters the Minister will use to make such a conclusion. If FWA has the powers to terminate the industrial action because of the reasons stated above then this should be sufficient without recourse to the Minister.

The other part of this equation is that FWA can terminate the protected action if the action is causing or threatening to cause significant economic harm to the parties (clause 423). Our concern here is what does "significant economic harm to the parties" mean? For example, if protected industrial action has been approved and the employees are going to take industrial action for two weeks, would this in itself satisfy FWA that, as a result of the employees withdrawing their labour for two weeks and not being paid, this could satisfy the requirements that the employees will incur significant economic harm, even though no industrial action has commenced? If this scenario does satisfy the test then the union will only have to include in the notice an impending industrial action to enliven FWA's powers. This could be a means to circumvent the negotiations process.

Clause 423 of the Bill needs to be amended to provide a clearer definition of what constitutes "significant economic harm to the parties".

Accordingly, we would seek that the word "threaten" be removed so that protected industrial action must have occurred and secondly a definition of "significant" needs to be included to allow FWA to make consistent decisions on what is meant by this word. In our view, every person would have a different view as to what is meant by the word "significant". It is not good law to be so broad that no one can understand what is meant by the legislatures in drafting these words.

Bargaining Related Workplace Determination

A bargaining-related workplace determination can be made when FWA has made a serious breach declaration in relation to a proposed Enterprise Agreement.

Our concern here is that if an employer does not want to bargain, and the employer bargaining representative has seriously contravened a bargaining order, then FWA can make a workplace determination on the outstanding matters. This provision is bargaining with a gun pointed at your head knowing that if an Agreement is not made, the other bargaining representative can apply for a serious breach declaration on the grounds that the employer bargaining representative has not given genuine consideration to their proposals. The rejection of the employee representative's demands by the employer bargaining representative may trigger such action to allow the employee bargaining representative to apply for such orders and then proceed to a workplace determination.

Accordingly, we would state that giving powers to FWA to make bargaining-related workplace determinations could severely impact on the genuine negotiations that take place between the bargaining representatives.

If the Senate is not prepared to alter the government's position in making workplace determinations for the three listed matters above, then we would strongly urge the Senate to accept an amendment to clause 277 (1) that will require FWA to include any employee organisation that is being represented in the negotiations and/or part of the hearing as a party to be bound by any workplace determination; rather than the words used being ". . . if the determination is expressed to cover the employer, employee or employee organisation".

Better Off Overall Test

Clause 193 of the Bill provides that an Agreement, other than a Greenfield Agreement passes the Better Off Overall Test if FWA is satisfied at the time of the test, that each Award-covered employee and each prospective Award-covered employee would be better offer overall if they were employed under the Agreement than under the relevant Modern Award.[3]

Our concerns with this test are the requirement that every employee must be better off overall before the Agreement is approved.

Our concern is that it will be difficult for FWA to make an assessment of each individual case. The Explanatory Memorandum states that the test can be generally applied to classes of employees and it is not intended to inquire into each employee's individual circumstance. However, if an individual employee makes a submission that a change in hours may impact on his/her family life and therefore he/she could be worst off, as we understand the Bill, the Agreement must not be approved.

[3] Explanatory Memorandum p 128

Any assessment under the BOOT must be a test to ensure that overall the employees will not be disadvantaged, rather than to be better off.

If an Agreement was made solely to make a minor amendment to a clause under the Modern Award that will have minimal impact on the majority of employees but a benefit to a small minority of employees; as the majority of employees will not be better off, this would in our view mean that the Agreement must fail the test.

Accordingly, to allow for such agreement to be made, clause 193 of the Bill needs to be amended to ensure that an employee will be equal or better off, rather than be restrictive in the term by only allowing the Agreement to be approved if the employee (all employees covered by the Agreement) is better off. This test will restrict the making of Agreements as no employer can guarantee that as a result of any changes that all employees will be better off. An employer can give a commitment that an employee will be equal to the Award and NES and not be worse off.

Good Faith Bargaining

Good faith bargaining is not new and is included in some State legislation. Clause 228 of the Bill lists the good faith bargaining requirements that bargaining representatives are required to meet. This list requires an employer to bargain, even though the employer may not want to bargain. If a party does not want to make concessions or reach an agreement, does this action in itself constitute a breach of good faith bargaining?

Good faith bargaining must be on the right premise of the parties wanting to bargain.

We are concerned that either party could seek to abuse this requirement by making unsubstantiated claims to FWA that the other side is not negotiating in good faith. The bargaining process could become bogged down in litigation to FWA.

Another aspect of the good faith bargaining requirements is the disclosing of relevant information (other than confidential or commercially sensitive information). There is no definition or explanation given in the Explanatory Memorandum of what is deemed relevant information or confidential or commercially sensitive information. In our opinion it would be of some assistance if in the Explanatory Memorandum examples are provided of what may constitute confidential information or commercially sensitive information - what was the legislature's intention when using these words?

Clearly the unions will have a totally different definition to what is confidential or commercially sensitive than employers. The legislation should avoid these types of disputes and clearly articulate what is meant. For example, financial statements for unlisted companies or salaries being paid to executives would in the main be considered confidential. However unions, as part of negotiations, have requested such information to be provided to assess whether their claims can be funded.

There must also be limitations imposed on such requests, such as not seeking information going back years.

This requirement can have adverse affects in the workplace between workers and managers if the employer refuses to divulge such information.

Disclosing of relevant information could in some instances be a time consuming exercise that could impose additional costs on the employer.

There should be no requirement for the employer to produce information that is not available at the time of the negotiations.

Accordingly, CCIQ seeks the following amendments:

- Defining what is meant by "relevant information";
- Defining or giving examples of what is sensitive commercial information;
- Defining what is confidential information;
- Not requiring the employer to provide information that is not available;
- Limitation to be imposed being a maximum of 12 months in request for relevant information;
- No personal information such as wages or salaries of any employee to be requested; and
- Only one request from the employee bargaining representatives can be made during the negotiations.

Unfair Dismissal

The Bill has established special arrangements for small businesses with fewer then 15 employees. We acknowledge that the Government has accepted that small businesses have special circumstances and cannot afford to lose time in defending vexatious or frivolous applications and cannot readily redeploy staff to other positions.

We would have preferred the retention of the existing legislative arrangement where employees in businesses of up to 100 employees were exempted from the unfair dismissal laws. However, we do support the position of the Government to increase the qualifying period to 12 months for small businesses. This provision will mean that employees employed in small business will not be able to make an unfair dismissal claim unless they have completed the qualifying period.

Our concern regarding small businesses is that a dismissal will be unfair if the dismissal is not consistent with the Small Business Fair Dismissal Code (Clause 385). In determining whether the dismissal is not consistent with the Code, FWA should not be prescriptive in this assessment but should make the assessment based on a "fair go all round". For an example, an employer in dismissing an employee may not satisfy one of the points under the checklist, but satisfies the remainder of the Dismissal Code, and then FWA should determine that the dismissal was fair and a minor fault by the employer should not rule that the dismissal was unfair.

Accordingly, under clause 396 of the Bill, when assessing an Application for unfair dismissal in the initial stage to determine whether the dismissal was consistent with the Code, FWA should take a broad view rather than a prescriptive assessment.

Under clause 387 (d) (Criteria for considering harshness etc.) the Government has included criteria that will allow a support person to assist in any discussions relating to the dismissal.

The phrase "assist in discussions" may mean that the support person can act as an advocate. We would submit that a support person can witness the discussions but not be involved in the discussions. It is the employee that needs to respond to the allegations and not the advocate. This has been a general rule that has been adopted by the Commission. We support the right of an employee to have a support person present at the meeting.

Accordingly, we recommend that clause 387 (d) be amended to read as follows:

"(d) any unreasonable refusal by the employer to allow the person to have a support person present."

A further concern we have with the dismissal laws is in respect to the meaning of "genuine redundancy".

Clause 389 (1) (a) states:

"(1) A person's dismissal was a case of genuine redundancy if:

(a) the person's employer no longer required the person's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise; and

(b) ..."

Under this definition for a redundancy to be genuine then the redundancy must be the result of changes in operational requirements.

The Explanatory Memorandum gives examples of what constitutes change in operational requirements. Each example given relates to an action taken by the employer to reduce the number of staff as a result of a change to the operation either as a result of installing new machinery, experiencing a downturn or restructuring their business to improve efficiency.

If an employer wants to make a change not as a result of one of the above factors but simply because the employer wants to reduce the number of employees to have a smaller workforce, will this action be allowed or will it be deemed to be an act that would not constitute a genuine redundancy?

By including the qualification "because of changes in the operational requirements" has changed, in our view, the definition of redundancy that has been determined by Industrial Tribunals across the country. Tribunals have not restricted the termination to changes in operational requirements. A redundancy occurs when an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone.

This definition in the Bill will have significant repercussions on employers who are simply seeking to downsize their business, not because of external reasons but simply to have a smaller workforce.

Accordingly, we recommend that clause 389 (1) be amended to read:

"(1) A person's dismissal was a case of genuine redundancy if:

(a) the person's employer no longer required the person's job to be performed by anyone; and

(b) ..."

A second issue that we have with the definition of "genuine redundancy" is clause 389 (2) which requires that, if reasonable in all circumstances, the person is to be redeployed within the employer's enterprise or an enterprise of an associated entity of the employer.

This requirement of redeployment will open up unnecessary arguments between the employer and employee, especially in respect to whether a position is available in an associated entity of the employer. We would accept that if an employee can be redeployed in the enterprise itself, then this offer should be made available before an employee is terminated because of a genuine redundancy. However, to apply the same criteria to an associated entity where there may be minimal contact between the two organisations is not fair or reasonable under the circumstances.

We do not understand the logic or reasoning behind this new requirement. The Industrial Relations Commission has not, to our knowledge, used these criteria in making an assessment whether a person's dismissal was a result of a genuine redundancy. A company director may be a director and satisfy the definition of being an associate entity but may not be able to interfere with the employment arrangements with the entity company. It would be manifestly unfair to the employer, if the redundancy was a genuine redundancy except that the issue of redeployment with an associate entity was not complied with.

Accordingly, we recommend that clause 389 (2) (b) be deleted.

Transmission of Business

Clause 311 defines the nature of a transfer of business and provides circumstances in which a transfer can occur. In order for a transfer to occur, the requirements under clause 311 (1) have to be satisfied.

Clause 311 (1) (d) states that "there is a connection between the old employer and the new employer as described in any of subsections (3) to (6)."

Clause 311 (3) (c) and (d) states: "the new employer or the associated entity of the new employer owns or has the beneficial use of some or all of the assets (whether tangible or intangible):

(c) that the old employer, or the associated entity of the old employer, owned or had the beneficial use of; and

(d) that related to, or are used in connection with, the transferring employee".

Our principal concern is the use of the words "beneficial use of" as this may mean that if a contract is won by a new company and they use the assets of the old employer, then this would constitute a transmission, even though the assets are owned by another employer. There is no connection between the other employers except that the assets that were used by the old employer are now being used by the new employer. It is unclear whether this was the intention of the legislatures when they drafted this clause. For example if an old employer lost the contract to staff a gate at a facility, the gate of the facility is owned by the original company, and the contract goes to another employer, does this mean that if the new employer were to employ any of the old employees to perform the staffing of the gate, this constitutes a transmission due to the words, "having a beneficial use of some or all of the assets"?

We would submit that in most cases where a new employer wins a contract to provide a service they would have the use of some tangible or intangible use of an asset that was used by the old employer. This may impose unnecessary costs to the new employer if the transferring instrument has to be paid by the new employer. There is no explanation given in the Explanatory Memorandum regarding this issue.

Accordingly, in order to clarify this issue to be clear so that the employer does not breach this section of the Bill we would propose the following:

- That a transfer of assets must occur between the old employer and the new employer to constitute a transmission, and not include the words, "beneficial use of some or all of the assets".

This would mean that clause 311 (3) (c) and (d) would read:

"the new employer or the associated entity of the new employer owns some or all of the assets:

(c) that the old employer, or the associated entity of the old employer, owned; and

(d) that related to, or are used in connection with, the transferring employee".

Right of Entry

Parts 3 and 4 of the Bill set out the rights of entry required to enter premises to investigate suspected breaches of the Bill or the Fair Work Instrument; or to hold discussions with members or potential members of the organisation.

Our concerns can be summarised as follows:

1. Clause 481 of the Bill will allow permit holders to enter the premises to undertake the above tasks that relate to, or affect a member of the permit's organisation. This could have significant repercussions because an employer could be subjected to different union permit holders undertaking inspections even though the industrial instrument does not cover that organisation.

   We would submit that only permit holders or an employee organisation that is covered by the Award or a Workplace Agreement be given that right.

2. Secondly, we would submit that a permit holder should not be given access to inspect records, if the employee who is a member of the permit holder's organisation has given written instruction to the employer that the record not be released for inspection. This should be the democratic right of every employee to have right to say "no" if the employee does not want their records inspected by a permit holder.

3. Thirdly, a permit holder should not have the right to inspect records of non-union members. We understand that the government is seeking to use unions to enforce compliance with workplace laws. We do not object to permit holders inspecting records of members. We would also not object to permit holders inspecting records by non-union members when requested by the employee. Compliance to workplace laws for non-union members can be adequately undertaken by Fair Work Australia Inspectors. If a union suspects that a company may be in breach of a workplace law and they do not have members in that workplace, then they can contact the Fair Work Australia Inspector and request that they visit the workplace and inspect the records.

   We have concerns that permit holders could use information gathered from the inspections of non-union members in a manner which may be detrimental to the workplace. For example, if a non-union member is getting paid more than a union member, then the union may instigate action against the company or seek to cause disruption at the workplace by seeking to force the company to pay everyone the same rate of pay.

   Further, under no circumstances should any medical records of an employee be released to the permit holder unless authorised by the employee.

Accordingly, we recommend the following amendment:

Inserting a new clause 482 (1) (d) which would read:

"(d) (i) The employer must allow the permit holder to satisfy the requirements of (c) above, unless the employee who is a member has made a written request to the employer that the record not be made available for inspection by a permit holder; and

(ii) The employer will not allow the permit holder to have access to any records on an employee who is eligible to become a member of the permit holder's organisation, unless the employee has given the permit holder a written authorisation to undertake the requirements under (c) above; and

(iii) The employer will not release any member records to the permit holder unless written authorisation has been given by the employee and only where it is relevant to any suspected breach."

We would like to thank the Standing Committee for reviewing our submission and we are prepared to expand on our submission when you visit Brisbane.

Mr Stephen Nance - State Manager, Workplace Relations Services will be attending the Senate hearing in Brisbane.

Yours faithfully

President
Chamber of Commerce and Industry Queensland

> Chamber of Commerce & Industry Queensland Profile

CHAMBER OF COMMERCE & INDUSTRY QUEENSLAND

invigorating

Chamber of Commerce & Industry Queensland is the state's peak industry body, representing the interests of 25,000 businesses, across all industry sectors and in all regions. We champion business to gear up for the future today with the right set of solutions for success in tomorrow's world.

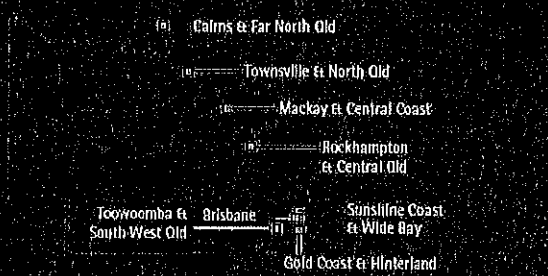
Chamber of Commerce & Industry Queensland is a non-government organisation that seeks to work with Government and other groups to shape Queensland's economic and social environments in a way that promotes business growth and community prosperity.

Chamber of Commerce & Industry Queensland is called upon by thousands of enterprises to deliver a broad range of business services including business representation, business compliance, business skills, business safety, business sustainability, business connections and business globally. We are commercially-minded and expertly-qualified.

Chamber of Commerce & Industry Queensland is a founding member and influential partner of the Australian Chamber of Commerce and Industry (ACCI) and part of the worldwide network of Chambers of Commerce and affiliated business service organisations.

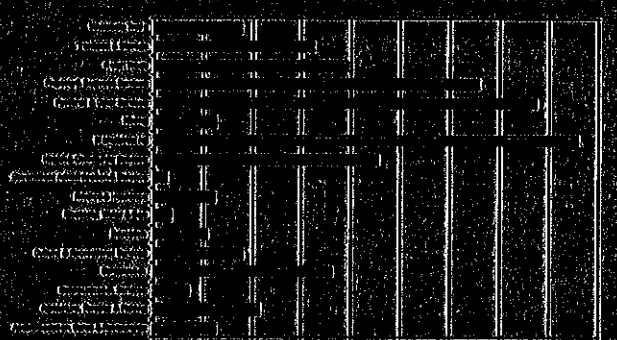
Chamber of Commerce & Industry Queensland has in excess of 3,700 members across 8 regional offices and represents over 135 local chambers of commerce and 60 trade and professional associations.

Our vision is to invigorate business success in Queensland.

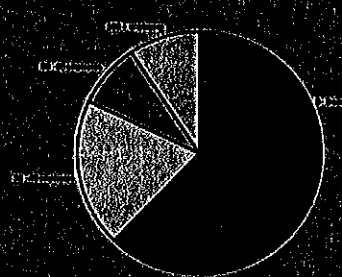


The diversification of Chamber of Commerce & Industry Queensland's membership is illustrated in the following charts:

Commerce Queensland members by Industry



Commerce Queensland members by Employment Size



Commerce Queensland members by Region