

IN THE FAIR WORK COMMISSION

Fair Work Act 2009

Clause 48 of Schedule 1
(Casual Terms Award Review 2021)

STAGE 2, GROUP 2 AWARDS
Provisional Views of the Full Bench as outlined in the
Statement [2020] FWCFB 4928

SUBMISSION IN RESPONSE
OF THE
CONSTRUCTION, FORESTRY, MARITIME, MINING & ENERGY UNION
(MANUFACTURING DIVISION)

(18 August 2021)

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BACKGROUND

1. The Casual Terms Award Review 2021 (“Casual Terms Review”) is being undertaken by the Fair Work Commission (“FWC”) pursuant to clause 48 of Schedule 1 to the *Fair Work Act 2009* as amended (“the Act as amended”).¹
2. The 27 March 2021 Amendments to the Act, inter-alia:
 - introduced a definition of ‘casual employee’ (section 15A);
 - introduced a new NES entitlement concerning casual conversion arrangements (Division 4A of Part 2-2).
3. In undertaking the Casual Terms Review, the FWC is required to review ‘relevant terms’ in all awards, and vary awards where necessary to remove inconsistencies, difficulties or uncertainties caused by the amendments to the Act as amended.
4. The Casual Terms Review is being undertaken in 2 stages. Stage 1 involves the review of 6 modern awards,² including the *Manufacturing and Associated Industries Award 2020* (“Manufacturing Award”) an award in which the CFMMEU – Manufacturing Division (“CFMMEU-MD”) has an interest. Stage 2 involves the review of all remaining modern awards in relevant groupings.
5. On 16 July 2021, a 5 member Full Bench issued a decision [2021] FWCFB 4144 in relation to Stage 1 of the Casual Terms Review (“the Stage 1 Decision”).³ The Stage 1 Decision, amongst other things, outlined the statutory framework for the review (nature and scope) and reviewed and made findings about relevant terms in the initial group of 6 modern awards.

¹ The *Fair Work Act 2009* as amended on 27 March 2021 by the *Fair Work Amendment (Supporting Australia’s Jobs and Economic Recovery) Act 2021* (Cth).

² Stage 1 modern awards included the: *General Retail Industry Award 2020*; *Hospitality Industry (General) Retail Award 2020*; *Manufacturing and Associated Industries and Occupations Award 2020*; *Educational Services (Teachers) Award 2020*; *Pastoral Award 2020*; *Firefighting Industry Award 2020*.

³ *Fair Work Act 2009* (Clause 48 of Schedule 1), Casual Terms Award Review 2021, Decision, [2021] FWCFB 4144 (16 July 2021)

STAGE 2 AWARDS

6. On 3 August 2021, a Statement [2021] FWCFB 4714 ("*3 August 2021 Statement*") was issued by a newly constituted 3 member full bench setting out the process of review of the balance of modern awards in Stage 2.⁴ Attachment A to the *3 August 2021 Statement* categorised the remaining modern awards into 4 groupings – Group 1, Group 2, Group 3 and Group 4.
7. The *3 August 2021 Statement* outlined the Full Bench's provisional views in relation to the 34 awards in Group 1 of Stage 2.⁵ Pursuant to directions issued, the CFMMEU-MD filed submissions in relation to awards in Group 1 in which it has an interest – *Dry Cleaning and Laundry Industry Award 2020* and the *Joinery and Building Trades Award 2020*.⁶
8. On 11 August 2021, the Full Bench issued a Statement, [2021] FWCFB 4928, in relation to Stage 2, Group 2 Awards ("*11 August 2021 Statement*"), including *provisional* views regarding relevant terms in each of those 45 awards.⁷
9. In Stage 2, Group 2, the CFMMEU-MD has an interest in the following modern awards:
 - *Textile, Clothing, Footwear and Associated Industries Award 2020* ("TCF Award")
 - *Timber Industry Award 2020* ("Timber Award")
10. The *11 August 2021 Statement* directed interested parties to (i) file any responses in relation to the *provisional* views concerning the Group 2 awards (as set out in the Statement and in Attachment A to the Statement) by 4:00pm (AEST) Wednesday, 18 August 2021;⁸ and (ii) provide submissions in relation to specific issues identified concerning the Horse and Greyhound Award 2020 and the Textile Award about which the Full Bench has not expressed provisional views by 4:00pm (AEST) Wednesday, 18 August 2021.⁹

⁴ *Fair Work Act 2009* (Clause 48 of Schedule 1), Casual Terms Award Review 2021, Statement (AM2021/54) [2021] FWCFB 4714 (3 August 2021)

⁵ *Ibid*; [8] – [74] and Attachment B

⁶ (AM2021/54) Submission of the CFMMEU-Manufacturing Division regarding Stage 2, Group 1 awards (10 August 2021)

⁷ *Fair Work Act 2009* (Clause 48 of Schedule 1), Casual Terms Award Review 2021, Statement (AM2021/54) [2021] FWCFB 4928 (11 August 2021) – the Full Bench's provisional views are contained un the Statement and Attachment A to the Statement

⁸ [2021] FWCFB 4928 at paragraph [104]

⁹ [2021] FWCFB 4928 at paragraph [105]

11. The CFMMEU-MD makes this submission pursuant to those directions, other than in relation to the matter raised at paragraph [105] for which an extension has been granted to 4:00pm Thursday, 19 August 2021.
12. The CFMMEU-MD acknowledges the truncated nature of the exercise before the Commission, given the statutory requirement for the Casual Terms Review to be finalised by 27 September 2021. However, the time available to parties to provide responses and submissions is relatively short given the issues to be determined in the Casual Terms Review, both generally and in relation to the Stage 2 process.
13. The issues to be determined in relation to specific awards are not insignificant and commonly involve substantive existing rights and entitlements of casual employees.

TCF AWARD - PROVISIONAL VIEWS NOT OPPOSED BY THE CFMMEU-MD

14. The Full Bench has set out *provisional* views in relation to various terms in the TCF Award in the *11 August 2021 Statement* and Attachment A to the Statement.
15. At paragraphs [96] – [98] of the *11 August 2021 Statement* the Full Bench stated:
 - [96] The Textile Award contains the following definition of a casual employee:*
 - “11.1 A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as a full-time or part-time employee.”*
 - [97] No provision of this precise nature was considered in the July 2021 decision.*
 - [98] It is our provisional view that:*
 - (1) Clause 11.1 is not consistent with the definition in s.15A of the Act because it incorporates restrictions on the use of casual employment not found in s.15A into a definition of casual employment.*
 - (2) The restrictions may be preserved provided they operate upon a definition of casual employment that is consistent with s.15A.*

(3) Accordingly, a new definition of ‘casual employee’ that refers to s15A of the Act should be added to clause 2, Definitions of the award, and clause 11.1 should be modified to read:

“A casual employee may only be engaged in relieving work or work of a casual, irregular or intermittent nature.”

16. The CFMMEU-MD does not oppose the provisional view expressed in paragraph [98].

17. At paragraphs [99] – [100] of the *11 August 2021 Statement* the Full Bench stated:

‘[99] Clause 11.1 deals with the termination of the employment of casual employees in the following terms:

“11.1 Termination of a casual employee’s employment

A casual employee will be engaged by the hour. A casual employee’s employment can be terminated by either:

- (a) the giving of one hours’ notice by either party; or*
- (b) the payment or forfeiture of one hour’s wages.*

[100] The first sentence contains an ‘engaged by the hour’ definition element. This is inconsistent with s.15A(1). Our provisional view is that, in order to remove the inconsistency, the first sentence should be deleted. The provision remains entirely functional without it.

18. The CFMMEU-MD does not oppose the *provisional* view expressed in paragraph [100].

19. In Attachment A, the Full Bench sets out its *provisional* views in relation to various clauses in the TCF Award.¹⁰ The CFMMEU-MD does not oppose the following *provisional* views contained in the table.

¹⁰ [2021] FWCFB 4928 at pp. 110 - 112

Textile, Clothing, Footwear and Associated Industries Award 2020 MA000017			
Clause	Provisional view	Action	Notes
10.2 & 11.2— definition of casual employee	<ul style="list-style-type: none"> category' definition - possible interaction difficulties or uncertainty because of differently-expressed casual definitions (see [76]-[77] of [2021] FWCFB 4144) with reference to s.15A(1) to make consistent or operate effectively (see [105], [106], [110], [111] of [2021] FWCFB 4144) 	<ul style="list-style-type: none"> clauses 10.2 and 11.2 new definition of 'casual employee' in clause 2— Definitions as follows: casual employee has the meaning given by section 15A of the Act. 	
11.1—definition of casual employee	<p>Inconsistency because restrictions on use of casual employment incorporated in definition.</p> <p>Add definition referring to s.15A(1) and redraft clause 11.1 as restriction on use of casual employees, as defined.</p>	<p>Vary clause 11.1 to provide:</p> <p>“A casual employee may only be engaged in relieving work or work of a casual, irregular or intermittent nature.”</p> <ul style="list-style-type: none"> new definition of 'casual employee' in clause 2— Definitions as follows: casual employee has the meaning 	

		given by section 15A of the Act.	
11.3— requirement to inform at engagement	Not inconsistent (at [120]-[121] of [2021] FWCFB 4144)	No variation necessary	
11.4—minimum payment	Not inconsistent (at [163] of [2021] FWCFB 4144)	No variation necessary	FWC held that it is unnecessary to determine whether such terms are ‘relevant terms’ (in priority awards) as they are not inconsistent and don’t give rise to uncertainty [163]
11.5— engagements per day	Not inconsistent	No variation necessary	
11.6 & 20.2— casual pay periods	Not inconsistent (at [163] of [2021] FWCFB 4144)	No variation necessary	FWC held that it is unnecessary to determine whether such terms are ‘relevant terms’ (in priority awards) as they are not inconsistent and don’t give rise to uncertainty [163]
11.7—penalty rates for casuals	General term- not inconsistent (at [179] and [185] of [2021] FWCFB 4144)	No variation necessary	FWC held that it is unnecessary to determine whether such terms are ‘relevant terms’ (in priority awards) as they are not inconsistent and don’t give rise to uncertainty [185]
11.8, 11.10, 28.1 & 28.4—overtime for casuals	General term- not inconsistent (at [179] and [185] of [2021] FWCFB 4144)	No variation necessary	FWC held that it is unnecessary to determine whether such terms are ‘relevant terms’ (in priority awards) as they are not inconsistent and don’t give rise to uncertainty [185]

11.8—casuals excluded from annual leave, sick leave & public holiday clauses	Not a relevant term	No variation necessary	
11.9—casual loading	Not inconsistent (at [176] and [178] of [2021] FWCFB 4144)	No variation necessary	FWC held that it is unnecessary to determine whether such terms are ‘relevant terms’ (in priority awards) as they are not inconsistent and don’t give rise to uncertainty [178]
11.11—termination of casual employment	First sentence of clause contains ‘engaged by the hour’ definition, similar to ‘paid by the hour’ definition. Inconsistent with s.15A(1) (see [81]-[84] of [2021] FWCFB 4144)	Delete first sentence of clause 11.11	This particular provision did not arise in the priority awards.
16.1—ordinary hours of work	General term - not inconsistent (at [179] and [185] of [2021] FWCFB 4144)	No variation necessary	
26.8—accident pay	<ul style="list-style-type: none"> term - not inconsistent (at [179] and [185] of [2021] FWCFB 4144) 	No variation necessary	This provision provides ‘general terms and conditions of employment of casual employees’ which the FWC Full Bench held (in priority awards) to be not inconsistent nor give rise to uncertainty [185]
41.9—dispute resolution training leave with 6 months or more service	General term - not inconsistent (at [179] and [185] of [2021] FWCFB 4144)	No variation necessary	
C.4 and C.5—summary of hourly rates	General term - not inconsistent ([179] and [185] of [2021] FWCFB 4144)	No variation necessary	

F.5.8(g)—outwork provisions exclude casual employment provisions	<ul style="list-style-type: none"> • applies only to full-time and part-time employees. <p>Not a relevant term</p>	No variation necessary	
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TIMBER AWARD - PROVISIONAL VIEWS NOT OPPOSED BY THE CFMMEU-MD

20. The Full Bench has set out its *provisional* views in relation to the Timber Award in Attachment A to the *11 August 2021 Statement*.¹¹

21. The CFMMEU-MD does not oppose the following *provisional* views (contained in the table in Attachment A) in relation to the Timber Award, subject to clarification of 2 matters outlined below

22. Firstly, in relation to **clause 17.2(d) – ordinary hours**, under the ‘Action’ column it states, ‘variation necessary’. However, this would appear to be an error in context of the information provided in the ‘Provisional view’ column (i.e. ‘term not inconsistent’ at [179] and [185] of [2021] FWCFB 4144) and in the ‘Notes’ column (i.e. ‘provision provides general terms and conditions of employment of casual employees which the Full Bench held (in priority awards) to be not inconsistent nor give rise to uncertainty [185]’).

23. Secondly, in relation to **clauses 20.4(a)(iii) & 20.4(b)(iii)** – regular and systemic employee, under the ‘Action’ column it states:

Delete the term ‘regular and systematic casual employee’ in both clauses and replace with ‘regular casual employee’

Insert new definition in clause 2:

casual employee has the meaning given by section 12 of the Act.

¹¹ [2021] FWCFB 4828 at pp. 113 - 116

24. At the commencement of the table in relation to the Timber Award, the first and second clauses in the 'Action' column makes reference to section 15A of the Act. It would seem that the under the 'Action' column with respect to **clauses 20.4(a)(iii) & 20.4(b)(iii)**, it should similarly state 'casual employee has the meaning given by section 15A of the Act'.

<i>Timber Industry Award 2020</i> MA000071			
Clause	Provisional view	Action	Notes
2—definition of irregular casual employee	<p>Not consistent – relevant uncertainty or difficulty exists.</p> <ul style="list-style-type: none"> with reference to s.15A(1) to make consistent or operate effectively (see [105], [106], [110], [111] of [2021] FWCFB 4144) 	Delete definition of 'irregular casual employee' in clause 2 – Definitions.	
12.1—definition of casual employee	<ul style="list-style-type: none"> as a casual' definition – (see [69]-[70] of [2021] FWCFB 4144) with reference to s.15A(1) to make consistent or operate effectively (see [105], [106], [110], [111] of [2021] FWCFB 4144) 	<ul style="list-style-type: none"> clause 12.1 new definition of 'casual employee' in clause 2— Definitions as follows: casual employee has the meaning given by section 15A of the Act. 	
12.2—minimum payment	<ul style="list-style-type: none"> inconsistent (at [163] of [2021] FWCFB 4144) 	No variation necessary	<ul style="list-style-type: none"> held that it is unnecessary to determine whether such terms are 'relevant terms' (in priority awards) as they

			are not inconsistent and don't give rise to uncertainty [163]
12.3—casual loading	<ul style="list-style-type: none"> inconsistent (at [176] and [178] of [2021] FWCFB 4144) 	No variation necessary	<ul style="list-style-type: none"> held that it is unnecessary to determine whether such terms are 'relevant terms' (in priority awards) as they are not inconsistent and don't give rise to uncertainty [178]
12.4 & 26—overtime for casuals	<ul style="list-style-type: none"> term - not inconsistent (at [179] and [185] of [2021] FWCFB 4144) 	No variation necessary	<ul style="list-style-type: none"> held that it is unnecessary to determine whether such terms are 'relevant terms' (in priority awards) as they are not inconsistent and don't give rise to uncertainty [185]
12.5—casual conversion	<ul style="list-style-type: none"> clause – not consistent - less beneficial than NES - replace with NES provision to make awards consistent and operate effectively – (see [197]-[202], [211] of [2021] FWCFB 4144) note about casual conversion 	<ul style="list-style-type: none"> clause 12.5 new clause 12.5 as follows: Offers and requests for casual conversion and requests for conversion from casual employment to full-time or part-time employment are 	

	<p>disputes so award operates effectively (see [199], [212], [215] of [2021] FWCFB 4144).</p>	<p>provided for in the NES.</p> <ul style="list-style-type: none"> Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 35— Dispute resolution. 	
17.2(d)— ordinary hours	<ul style="list-style-type: none"> term - not inconsistent (at [179] and [185] of [2021] FWCFB 4144) 	<ul style="list-style-type: none"> variation necessary 	<ul style="list-style-type: none"> provision provides ‘general terms and conditions of employment of casual employees’ which the FWC Full Bench held (in priority awards) to be not inconsistent nor give rise to uncertainty [185]
20.4(a)(iii) & 20.4(b)(iii)— regular and systematic employee	<ul style="list-style-type: none"> of ‘regular and systematic casual employee’ is a relevant term – update term - (at [142], [147] and [149] of [2021] FWCFB 4144) 	<p>Delete the term ‘regular and systematic casual employee’ in both clauses and replace with ‘regular casual employee’</p> <p>Insert new definition in clause 2:</p> <ul style="list-style-type: none"> casual employee has the meaning given by section 12 of the Act. 	
24.3 & 24.4— accident pay	<ul style="list-style-type: none"> term - not inconsistent (at [179] and [185]) 	No variation necessary	This provision provides ‘general terms and conditions of

	of [2021] FWCFB 4144)		employment of casual employees' which the FWC Full Bench held (in priority awards) to be not inconsistent nor give rise to uncertainty [185]
27.1(d) - penalty rates for casuals	<ul style="list-style-type: none"> term- not inconsistent (at [179] and [185] of [2021] FWCFB 4144) 	No variation necessary	<ul style="list-style-type: none"> held that it is unnecessary to determine whether such terms are 'relevant terms' (in priority awards) as they are not inconsistent and don't give rise to uncertainty [185]
28.1 – casuals excluded from annual leave	<ul style="list-style-type: none"> a relevant term 	No variation necessary	
33.5—non-casual part-time employees	The heading 'non-casual part-time employees' may give rise to difficulty relating to interaction between award and casual definition in Act .	Remove 'non-casual' from heading	<p>This particular provision has not been directly addressed in the decision.</p> <p>No apparent reason for the use of the words 'non-casual', which are not used anywhere else in award.</p>
D.3—summary of hourly rates	General term - not inconsistent ([179] and [185] of [2021] FWCFB 4144)		

25. The CFMMEU-MD has no other submissions to make in relation to the Timber Award at this stage of the proceedings.

TCF AWARD – WHERE FULL BENCH HAS INDICATED NO PROVISIONAL VIEWS AND WHERE PROVISIONAL VIEWS OPPOSED BY THE CFMMEU-MD

26. In the *11 August 2021 Statement* the Full Bench indicates at paragraphs [48] – [51] it *provisional view* regarding 11.12 (Casual conversion to full-time or part-time employment) of the TCF Award, with one exception, the opening paragraph of clause 11.12. The relevant paragraphs are reproduced below:

[48] The Textile, Clothing, Footwear and Associated Industries Award 2020 (Textile Award) does not contain the model conversion clause. Instead, it contains the following provision which has been included in the award since it commenced operation on 1 January 2010:

(a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of 6 months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by clause 11.12.

(b) Every employer of such a casual employee must give the employee notice in writing of the provisions of clause 11.12 within 4 weeks of the employee having attained such period of 6 months. However, the employee retains their right of election under clause 11.12 if the employer fails to comply with this notice requirement.

(c) Any casual employee who has a right to elect upon receiving notice or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that the employee seeks to elect to convert their ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but will not unreasonably so refuse.

(d) Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement.

(e) Any casual employee who does not, within 4 weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(f) *Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.*

(g) *If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and employee will, in accordance with clause 11.12(g), and subject to clause 11.12(c), discuss and agree upon:*

(i) *whether the employee will convert to full-time or part-time employment; and*

(ii) *if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked consistent with any other part-time employment provisions of this award.*

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(h) *Following an agreement being reached the employee will convert to full-time or part-time employment.*

(i) *An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under clause 11.12.”*

[49] The Textile Award casual conversion clause is in substantially the same form as the Manufacturing Award. However, the Manufacturing Award provision contains no equivalent to the opening paragraph of clause 11.12 of the Textile Award. On one view, that opening paragraph is not simply a statement of the objective of the casual conversion provisions which follows because it arguably imposes a substantive obligation on employers to ‘take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce’, which is not confined to allowing for casual conversion.

[50] We are of the view that the casual conversion provisions of clause 11.12 (that is, paragraphs (a)-(i) are less beneficial than the NES residual right to because they provide for broader and less defined grounds for the employer to refuse an election under clause 11.12(c) and(d) of the Textile

Award. In contrast, under the Act an employer must give an employee a written response to their request for casual conversion, the details of the reasons must be included in the response, the refusal must follow (not precede) consultation with the employee, and the reasonable grounds for refusal must be based on facts that are known, or reasonably foreseeable, at the time of refusing the request. The Act also provides examples of ‘reasonable grounds of refusal.’ Additionally, the Textile Award clause only provides for a ‘one-off’ right to elect for conversion, which is less beneficial than the NES residual right, as that is a continuing one. Accordingly, our provisional view is that paragraphs (a)-(i) of clause 11.12 should be deleted from the award and replaced with a reference to the NES casual conversion entitlements in order to satisfy the requirement in clause cl.48(3) of Schedule 1.

*[51] Our provisional view does not extend to the opening paragraph of clause 11.12. It is clearly a relevant term but, if it is detached from the casual conversion provisions which follow so that it reads ‘The employer will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce’, then on one view it neither gives rise to inconsistency with the Act nor causes any interaction difficulty. We do not propose to express any provisional view about this, and we will invite further submissions about the matter.*¹² [added emphasis]

27. The Full Bench’s *provisional* views with respect to clause 11.12 of the TCF Award (Attachment A to the 11 August 2021 Statement) is reproduced below:

11.12—casual conversion	Replace paragraphs (a)-(i) of clause 11.12 with reference to the NES provisions – the new NES provisions, considered as a whole, more beneficial than the model clause (per reasoning re Manufacturing Award– see [247] of [2021] FWCFB 4144)	Delete clause 11.12 except for opening paragraph. Insert new clause 11.12 as follows: 11.12 Offers and requests for casual conversion Offers and requests for
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¹² [2021] FWCFB 4928 at paragraphs [48] – [51]

	No provisional view re opening paragraph of clause 11.12	<p>conversion from casual employment to full-time or part-time employment are provided for in the NES.</p> <p>NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 40—Dispute resolution.</p> <p>Invite further submission re opening paragraph of clause 11.12.</p>
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28. This Full Bench has sought the views of interested parties in relation to the opening paragraph of clause 11.12 of the TCF Award (on which it has not formed a *provisional* view). Pursuant to an extension of time provided by Vice President Hatcher to the CFMMEU-MD on 18 August 2021, the CFMMEU-MD will provide its submissions on this point by 4:00pm, Thursday 19 August 2021.
29. The CFMMEU-MD otherwise opposes the *provisional* views of the Full Bench regarding clause 11.12 (Casual Conversion) of the TCF Award to delete the current clause 11.12 and replace it with a reference to the NES term, together with the Note regarding dispute resolution under clause 40.
30. The CFMMEU-MD acknowledges the findings made by the Stage 1 Full Bench regarding the casual conversion clause in the *Manufacturing and Associated Industries and Occupations Award 2020*. However, the CFMMEU-MD submits the same or similar conclusions should not be made regarding the casual conversion clause in the TCF Award.
31. We understand that a further opportunity will be provided in order for parties who oppose a *provisional* view to file submissions in support of its position. Pursuant to further directions being made in these proceedings, the CFMMEU-MD intends to provide detailed submissions regarding clause 11.12 of the TCF Award.

Filed on behalf of:

**Construction Forestry Maritime Mining and Energy Union
(Manufacturing Division)**

Vivienne Wiles
Senior National Industrial Officer and Co-ordinator
(18 August 2021)